

**Small Office Issues**

Under the 2010-2015 CBA

- Article 1.6.B Global Settlement and Enforcement
- National 1.6.B Disputes (and others)
- NTFT, PSEs, Lead Clerk, DUO
- 2011 MAL Office LMOU

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**Q06C-4Q-C 10005587  
1.6.B Global Settlement**

As a result of this settlement, in offices under 100 bargaining unit employees, postmasters and supervisors may only perform bargaining unit work in accordance with Article 1.6.A and when listed in their position description in accordance with the following:

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**Q06C-4Q-C 10005587  
1.6.B Global Settlement**

**In Level 18 offices**

The Postmaster is permitted to perform no more than fifteen (15) hours of bargaining unit per week. There will be no PMR usage in level 18 offices.

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**Q06C-4Q-C 10005587**  
**1.6.B Global Settlement**

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**In Level 15 & 16 offices**

The Postmaster is permitted to perform no more than twenty-five (25) hours of bargaining unit work per week. There will be no PMR usage in level 15 & 16 offices.

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**Q06C-4Q-C 10005587**  
**1.6.B Global Settlement**

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In the event there is a second supervisor in any of these offices, only one of the supervisory employees may perform bargaining unit work as prescribed above (either the Postmaster or the Supervisor).

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**Q06C-4Q-C 10005587**  
**1.6.B Global Settlement**

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Bargaining unit work performed by Postmasters or supervisors should be consecutive hours to the extent practicable, so as to minimize the necessity for split shifts for clerk craft employees, whenever possible. **All time the supervisor or Postmaster spends staffing the window during the day will be counted towards the permissible bargaining unit work limits.**

Post Office Assistant (POA) will be obsolete.

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**Q06C-4Q-C 10005587**  
**1.6.B Global Settlement**

In accordance with the M-32, postmasters or supervisors performing bargaining unit work will record what operation they are performing either by time clock, PS Form 1260 or other appropriate means. A copy of such documentation shall be made available to the Union upon request.

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**Q06C-4Q-C 10005587**  
**1.6.B Global Settlement**

Any office that is downgraded in level will remain at the bargaining unit work standard that is in place at the beginning of the Agreement through the life of that contract.

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**Enforcing Article 1.6.B**

In order to enforce the 1.6.B Global Settlement, it is essential that you have the following information from the APWU website link below:

- All offices by Level as of November 21, 2010
- Number of employees by D/A for each office

<http://www.apwu.org/dept/ind-rel/staffingtool-110706/US%20Map.pdf>

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**Facts Needed**

- Office opening and closing times (M-F and Sat)
- PM / Clerk / Carrier - start and end times
- Window hours (M-F and Sat)
- Mail arrival times (M-F and Sat)
- Distribution "up-time"
- PO Box "up-time"
- Carrier departure and return times
- Final dispatch (M-F and Sat)

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**Other Information Needed**

- Mail Volumes
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  - Flats
  - Parcels
  - Box Mail
  - DPS

(USPS Form 3930)

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**Other Information Needed**

- Postmaster documentation of BU work
- Information obtained interviewing office PTFs
- WOS transactions and visit counts (previous 3 months)
- Most recent CSAW, SOV, and/or Function 4 reports for office
- Bulk Mail acceptance accounts and daily average volume
- Express Mail daily average volume
- Matrixes (PS Form 1994) for office
- Any light/limited duty or rehabilitation assignments
- Custodial Contract

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**National Disputes**  
**Global Settlements**

- "All time the supervisor or Postmaster spends staffing the window will be counted towards the permissible bargaining unit work limitations."
- "Any office that is downgraded in Level will remain at the bargaining unit work standard that is in place at the beginning of the Agreement through the life of the contract."
- Whether BUW limitations exist for Level 20 and above Post Offices
- There will be no PMR usage in Level 15, 16 & 18 offices
  - Hiring Level 4 PSEs to replace PMRs in Level 15, 16, & 18 offices
  - Use of those PSEs on the window in offices with less than three career retail clerks having window duties
  - Whether those PSEs hired in Level 15 & 16 offices constitute "new work" and therefore not subject to District caps

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**Other National Disputes**  
Which may affect small (or less than 100 BU employees) offices

**PSE Usage**

- Hiring of PSEs at improper level
- Unilaterally established Standard Position Description (SPD)
  - ... "the APWU also objects to the inclusion of the paragraph, "PSE positions may perform a variety of duties in addition to the position described in one or more of the following craft areas, to support day to day operations of the USPS: mail processing, retail/customer services, maintenance, and motor vehicle."
  - ... "incorrect occupational and 'Designation/Activity (D/A)' codes."
- Use of any PSE to work the window in any Post Office with less than three retail clerks whose duties include working the window in the installation

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**Other National Disputes**  
Which may affect small (or less than 100 BU employees) offices

**NFTF**

- Denial of retreat rights on posted non-traditional full time duty assignments per Article 37.3.B.1.
- Creation of NTFT Duty Assignments in Function 5 (Finance) and Function 7 (Bulk Mail)

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**Primary issues regarding NTFT Duty Assignments  
~ NTFTs in a Nutshell ~**

- The parties agree that for Retail Operations in Level 20 and below offices. Non-Traditional Full-Time duty assignments may be created when the union can demonstrate the need for such non-traditional duty assignments and it is economically and operationally advantageous to do so.
- Article 37.3.A.1 (**also repeated in the NTFT Memo**) – Every effort will be made to create desirable duty assignments from all available work hours for career employees to bid.

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**Primary issues regarding NTFT Duty Assignments  
~ NTFTs in a Nutshell ~**

- No current full-time regular employee will be involuntarily reassigned to occupy a NTFT assignment of less than 40 hours a week. But may be reassigned to 40-44 hours a week with at least 2 N/S days – no less than 6 hours or more than 10.
- All other employees, including current PTFs, PTFs, and newly hired, may be assigned “residual” duty assignments.

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**Primary issues regarding NTFT Duty Assignments  
~ NTFTs in a Nutshell ~**

- Effective November 23, 2011, full-time career clerk and motor vehicle employees who are not on the Overtime Desired List and are in an installation with employees working in NTFT duty assignments in the same Functional area, will not be required to work overtime except in an emergency.
- NTFT assignments - no more than 1 hour lunch **EXCEPT TO ACCOMMODATE CONVERSION** in Level 20 & below offices.

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**Primary Issues regarding NTFT Duty Assignments  
~ NTFTs in a Nutshell ~**

- In Function 4, Management may create as many clerk NTFT duty assignments of 30-48 hours in a facility as is operationally necessary.
- Management may create and utilize up to 10% of retail (Function 4) assignments as flexible NTFTs – but at least one (1) per installation. (Wednesday prior week notice applies.)
- These NTFT employees will normally work the number of hours (daily and/or weekly) identified in their bid assignment, except in an emergency. These employees are entitled to out-of-schedule premium for hours worked outside their normal schedule.

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**Primary Issues regarding NTFT Duty Assignments  
~ NTFTs in a Nutshell ~**

- When an occupied traditional clerk FTR duty assignment is reposted as a non-traditional full-time assignment, all duty assignments . . . occupied by employees junior to the incumbent in that assignment will also be reposted for in-section bidding.
- These changes require opportunity to review, comment, make suggestions and propose alternatives. (**"ANY"** new NTFT assignments must be discussed...)

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**Primary Issues regarding NTFT Duty Assignments  
~ NTFTs in a Nutshell ~**

- Vacant traditional FTR duty assignments can be posted as non-traditional full-time assignments, after notice to Local Union President and opportunity for input, where operationally necessary. For MVS duty assignments this notice will also be provided to the local MVS Craft Director.

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**Primary issues regarding NTFT Duty Assignments  
~ NTFTs in a Nutshell ~**

- Any concerns or disputes regarding THE INITIAL "ROLL-OUT" OF NT staffing and assignments will not be pursued through the grievance procedure. They will be appealed through ADRP using the same standard Step 2 grievance form. Appeals are sent to:

Collective Bargaining and Arbitration  
 ATTN: Appeal/LR Service Center  
 United States Postal Service  
 P.O. Box 23788  
 Washington DC 20026-3788

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**Primary PSE Issues**

- During the course of a service week, the Employer will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to PSEs. (D/A 81-3, non-window)
- In Level 21 and below offices, PSEs in retail/customer services (Function 4) who work the window (D/A 81-4) will not exceed 20% of the career retail clerks in that installation whose duties include working the window. The rounding-up rule of .5 and above applies.

(This requires at least 3 career employees who are actually working the window.)

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**Primary PSE Issues**

- When the hours worked by a PSE on the window demonstrates the need for a full-time preferred duty assignment, such assignment will be posted for bid within the section.
- Light/limited duty or rehab employees not holding a bid from non-APWU craft not counted in determining number of PSEs allowed.
- Pages 167-175 covers the contract articles (and other provisions) which apply to PSEs.

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## Other Issues

### Delivery Unit Optimization (DUO)

- Any office that is downgraded in level will remain at the bargaining unit work standard that is in place at the beginning of the Agreement through the life of that contract.
- Contrary to Management's "IMAGINATION," there are NO exceptions for DUO'd offices in the global settlement or anywhere else in the N/A.

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## Other Issues

### Delivery Unit Optimization (DUO)

- ***On the other hand***, any offices "upgraded" as a result of DUO action will then be covered by the work standards established effective 11-21-10.
- Grievances must be filed as changes occur which result in violations, both down and up.

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## Other Issues

### Memo

- The parties agree that when in small post offices there are two hours or less of contracted out custodial duties in a day that cannot be combined with other maintenance duties to create a duty assignment, those duties will be assigned to an existing APWU bargaining unit duty assignment.

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### Other Issues

#### Lead Clerks

- The employer will fill duty assignments of a Lead Clerk in any facilities where clerks work without direct supervision...
- ...and in facilities that have a minimum complement of five (5) clerks – one level above other employees in the group.
- Shall include duties in both Retail and Mail Processing Operations, including Retail only operation or stations.

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### Other Issues

- The ratio in small (or less than 100 BU employees) offices shall be 5-49 clerks – 1; 50-99 – 2
- Existing LSSAs, Window Service Technicians, and other positions identified by the parties shall be grandfathered into the new position of LEAD CLERK.
- Will be senior qualified
- Will have until May 23, 2012 to develop, establish any training necessary, post and fill

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### Other Issues

- During year 2, parties review effectiveness of these positions.
- At the end of 2 years (May 23, 2013) it is expected 204B work hours will be reduced or eliminated in units with a lead clerk position.
- June 1, 2012, usage of 204Bs eliminated except in absences or vacancies of 14 days or more.

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**Local Memorandum of Understanding**  
**For Offices Without a Local Union Structure**

**Article 30 - Local Implementation**

A. Presently effective local memoranda of understanding not inconsistent or in conflict with the 2010 National Agreement shall remain in effect during the term of the Agreement unless changed by mutual agreement pursuant to the local implementation procedure set forth below. . ." (p. 93) (see also pg. 163)

- This applies to the MAL-LMOU
- This LMOU can be found on APWU's website (<http://www.apwu.org/dept/clerks/smalloffices/mou-mal.htm>)
- There have been no changes as of September 1, 2011.

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**Thank you for your attention.**

**Any questions I have created  
will be answered by our  
illustrious panel.**

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