



## American Postal Workers Union, AFL-CIO

1300 L Street, NW, Washington, DC 20005

**Merlie H. Bell**  
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August 25, 2011

American Postal Workers Union, AFL-CIO  
Motor Vehicle Craft

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Coordinator, Western Region

Dear Brothers and Sisters:

The past years has brought us many changes and challenges, some within our Union and many within the Postal Service. The Postal Service has began to advance its attack on the reduction of jobs in all crafts, the impact of the economy which has resulted in dramatic losses in mail volume across the country has reduced thousands of jobs in all Crafts, causing involuntary reassignments within and outside the Installations. Our leadership has been steady and the theme of the 2010 negotiations was WE WANT OUR WORK BACK.

While technologies have made minor impacts in our craft the most contentious issues are contracting out of Motor Vehicle Craft work, Highway Contract Routes and Vehicle Maintenance Agreements (HCRs and VMAs) continue to shift work to the private sector while reducing and eliminating bargaining unit work and jobs that we have fought long and hard for. Also there are many work jurisdiction issues such as; Carriers and Mailhandlers transporting the mail which may give way to long standing past practices. We have a greater challenge ahead of us and that is to protect the work that we have bargained for, because the Republican Congress has introduced legislation that would eliminate our rights to bargaining collectively for our future and the future of our families. The Postal Service has also asked the Republican Congress to assist them in eliminating one hundred sixty thousand jobs through lay off. We must be more vigilant than ever to protect every hour of the work we have negotiated and to participate in the APWU legislative agenda by contacting your congressional representatives and insisting that the support legislation that enhance postal workers ability to collectively bargain and eliminate the prefunding of retiree health

benefits which is crippling the postal service financially. Insist that your Congressional representative s support H.R. 1351.

Before the ink was dry on our Collective Bargaining Agreement, postal management began to misapply the negotiated language and expressed intent of the contract. Perhaps we should not have been surprised to discover that managers across the region with the aid USPS HQ are looking for ways to circumvent / violate the 2010 CBA before the ink can dry.

Some violations of the agreement that you will be face with will include some of the following;

Motor Vehicle: All vacant or newly established craft duty assignments shall be posted or reverted within 28 days. When an assignment is reverted, a notice shall be posted immediately, indicating the action taken and the reason therefore. The local Union shall be given a copy of the notice. USPS Management failed to post any NTFT Duty Assignments, so, there is no such position in most if not all USPS facilities. So, these converted PTR and PTF Employees being converted, MUST be converted to a Traditional eight (8) hours a day, five (5) days a week, Full Time Position. If management fails to convert these employees as stated above, grievances must be filed for whichever of the following apply:

1. Management assigns converted PTFs or PTRs into NTFT assignments which are not residual (or were never posted)
2. Management converts PTFs or PTRs to unassigned NTFT status and assigns them to work schedules, some 6 days per week, some flexible, and some less than 8 hrs.
3. Management fails to allow retreat rights for MVOs, TTOs, and VOAs excessed from the installation before permitting junior MVOs, TTOs, and VOAs to bid (or be assigned to) FT duty assignments.
4. Management fails to return MVS excessed to non-APWU crafts within the installation before permitting junior MVOs, TTOs or VOAs to bid (or be assigned to) FT duty assignments.
5. Management refuses unassigned regulars to temporarily hold down assignment that are vacant 10 days or more.

## **Problem 1**

Management assigns converted PTFs or PTRs into NTFT assignments which are not residual (or were never posted for bid)

### **Contract References**

- 1) Article 39.2.A.1 requires all newly created duty assignments to be posted for bid.
- 2) Article 39.2.A.5 describes how a residual vacancy is filled in MVS by unassigned regulars.
- 3) APWU/USPS Q&A #26 dated 6-28-11 state employees will be converted to full time.
- 4) All references to in NTFT MOU (pg 188-189)
- 5) The JCIM 2007 Art 39.2.A.5 (p 251 and 252), state, "When not assigned to a posted position, full time unassigned regular employees assume, as their regular work schedule, the hours worked in the first week of the pay period in which the change to unassigned regular occurred."
- 6) Management could create Flexible duty assignments when they converted the PTFs & PTRs, but all newly created duty assignments must be posted for bid to the entire craft/ occupational group. Management chose not to do this so they created unassigned regulars.
- 7) MOU Re: NTFT Duty Assignments must be posted for bid for all FTR employees.
- 8) Article 39.2A.5 has no provision for unassigned NTFT, also requires unassigned regulars to be assigned to residual vacancies.
- 9) JCIM, Article 7, page 6 (REMEDIES) the remedy is consistent with what the parties agreed is the appropriate remedy for failure to convert to the full time compliment in the 2007 agreement. Although the remedy involved the conversion of clerk craft employees, it is the same remedy that would apply to MVS employees,

### **In addition to general make whole remedy, you should include at least:**

- 1) Make the affected MVS employee whole using remedy from JCIM Article 7, page 6.
- 2) FTR - unassigned NTFT is inappropriate
- 3) MVS employee was entitled to conversion to unassigned regular
- 4) They must have consecutive days off in offices of over 200 man years
- 5) For Assigned Employee:

- a. Out of Schedule Premium if the work schedule flexes.  
“...full time unassigned regular employees assume, as their regular work schedule, the hours worked in the first week of the pay period in which the change to unassigned regular occurred.”
- b. Guarantee on any days of less than 8 hours.
- c. Postal OT for any hours in excess of 8 / 40.
- d. Post duty assignment and "make whole" remedy
- e. Overtime desired list employees currently on the list shall be made whole for any day beyond the 5<sup>th</sup> scheduled day of the unassigned regulars' schedule.
- f) Consecutive days off in offices of over 200 man years.

## **Problem 2**

Management converts PTFs or PTRs to a NTFT schedule as an unassigned regular and assigns them to work schedules, some 6 days per week, some less than 8 hrs per day, and some flexible.

## **Contract References**

- 1) NTFT MOU refers to NTFT duty assignments, there is no mention of NTFT employees. (See attached email from Mike Morris)
- 2) Article 39.2.A.1 requires all newly created duty assignments to be posted for bid.
- 3) There is no reference in the Contract or NTFT MOU to involuntary assignment to anything other than a residual vacancy.
- 4) The JCIM 2007 Art 39.2.A.5 (p 251 and 252), state, “When not assigned to a posted position, full time unassigned regular employees assume, as their regular work schedule, the hours worked in the first week of the pay period in which the change to unassigned regular occurred.”
- 5) Management had the opportunity to create Flexible duty assignments when they converted the PTFs & PTRs, per Article 39.2.A.5 all newly created duty assignments must be posted for bid to the entire craft/ occupational group. Management chose not to do this so they created unassigned regulars.

**In Addition to the make whole remedy, you should request at least;**

- 1) Out of Schedule premium for all hours worked out side of the schedule worked during the first work week of the unassigned regular.
- 2) Guarantee of 8 hours on any day worked less than 8 hours.
- 3) Postal OT for any hours in excess of 8 / 40.
- 4) For a 6 day schedule the 1st day of the week thru the 5<sup>th</sup> is the employees guaranteed work week, any day worked beyond the 5<sup>th</sup> day is O.T. or P.O.T.
- 5) Overtime desired list employees currently on the list shall be made whole for any day beyond the 5<sup>th</sup> scheduled day of the unassigned regulars' schedule.

### **Problem 3**

Management fails to return MVS excessed to non-APWU crafts within the installation before permitting junior MVOs, TTOs or VOAs to bid (or be assigned to) FT duty assignments.

### **Contract Reference**

- 1) Article 12.5.C.5.a.5 Motor vehicle craft employees involuntarily reassigned in accordance with Article 12.5.C.5.b(1)(2) as cited in Article 12.5.C.5.b.(6) who are excessed outside the installation are entitled at the time of such reassignment to file a written request to be returned to the first vacancy in the level, in the craft or occupational group in the installation from which reassigned ,and such request shall be honored so long as the employee do not withdraw or decline to accept an opportunity to return with such request.
- 2) APWU/USPS Q & A #48 dated 6-28-11, (MVS employees excessed to non APWU crafts within the installation must return. They can't waive the right to return to the craft.)

Once management creates a NTFT duty assignment an excessed employee would have a superior claim to the assignment before a junior regular is permitted to bid for the assignment or be placed or assigned to the duty assignment.

**In Addition to the make whole remedy, you should request at least;**

- 1) Out of Schedule premium, overtime and guarantees for any out of pocket expense for the employee denied the opportunity to return.

- 2) Out of Schedule premium, guarantees, and appropriate overtime for employee improperly awarded the assignment.

#### **Problem 4**

Management fails to return MVS excessed to non-APWU crafts within the installation before permitting junior MVOs, TTOs or VOAs to bid (or be assigned to) FT duty assignments.

#### **Contract Reference**

- 1) MOU page 190, excessed employee with retreat rights (under 12.5.C.4 or 12.5.C.5) may decline to retreat to NTFT assignments without relinquishing the right to retreat to posted traditional full-time regular duty assignments.

Once management creates a NTFT duty assignment an excessed employee would have a superior claim to the assignment before a junior regular is permitted to bid for the assignment.

#### **In Addition to the make whole remedy, you should request at least;**

- 1) Out of Schedule premium, overtime and guarantees for any out of pocket expense for the employee denied the opportunity to return.
- 2) Out of Schedule premium, guarantees, and appropriate overtime for employee improperly awarded the assignment.

#### **Problem 5**

Management refuses unassigned regulars to temporarily hold down assignment that are vacant 10 days or more.

#### **Contract Reference**

- 1) Article 39.1.J.1....unassigned full time regular...TTOs and MVOs may in seniority order, exercise a preference for an assignment temporarily vacant for an anticipated duration of ten days or more.
- 2) JCIM Article 39 Q & A # 24 Holddown continues provided the FTR employee who was absent maintains the same assignment and

remains absent from the assignment as long as the employee assigned to the holddown remains an unassigned full time regular.

- 3) Newly converted PTFs will become unassigned full-time regulars on August 27, 2011 and are eligible for holddown assignments.
- 4) Article 39.1.J.5 All present and existing procedures for filling temporarily vacant MVC assignments at the local level are automatically negated in favor of the forgoing holddown procedure.

**In Addition to the make whole remedy, you should request at least;**

- 1) Paid the hours not worked daily up to 8 hours
- 2) Overtime at the applicable rate for all hours worked on the non schedule day the holddown assignment.
- 3) Out of schedule pay for all hours worked outside of the holddown assignment.
- 4) The hours not worked daily (up to 8 hours).
- 5) Pay OTDL employees that were bypassed for overtime opportunities.

Yours in solidarity,



Merlie H. Bell  
National Business Agent  
Motor Vehicle Craft  
Central Region

## Merlie Bell

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**From:** Mike Morris  
**Sent:** Wednesday, August 24, 2011 3:09 PM  
**To:** NBAs; Regional Coordinators  
**Cc:** Clerk Department; Motor Vehicle Department; Maintenance Department; Cliff Guffey, President; Greg Bell; Tom Maier  
**Subject:** FW: LMOU's and PSE's

Brothers and Sisters:

This email thread should address the notion of whether PSE or NTFT issues should be included in LMOU negotiations. Please disseminate if this is a problem in your area.

Thanks.

*Mike Morris*

Mike Morris  
Director, Industrial Relations  
American Postal Workers Union, AFL-CIO  
202-842-4273 - Office  
202-371-0992 - Fax

*"An Injury to One is an Injury to All"*

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**From:** Mlakar, Michael R - West Chicago, IL [<mailto:michael.r.mlakar@usps.gov>]  
**Sent:** Wednesday, August 24, 2011 4:03 PM  
**To:** Mike Morris  
**Subject:** FW: LMOU's and PSE's

FYI

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**From:** Mlakar, Michael R - West Chicago, IL  
**Sent:** Wednesday, August 24, 2011 4:01 PM  
**To:** Roberts, Jay - San Diego, CA; Jordan, Chris A - Denver, CO; Jenkins, Joseph A - Dallas, TX; Israel, Rochelle D - Bloomingdale, IL; Acker, Richard L - Columbus, OH; Knighton, Alexis V - Gaithersburg, MD; SALOIS, RENE J  
**Cc:** Devine, Patrick M - Washington, DC  
**Subject:** RE: LMOU's and PSE's

I've been asked to address the issue below with regards to the phrase "as appropriate" as it relates to replacing references to casuals, TE's, etc. in LMOU's with PSE's. It would be appropriate to replace casuals with PSE's in the holiday pecking order or to include PSE's in the procedure for the selection of annual leave, since this category of employee will receive annual leave.

Also, while NTFT's are duty assignments and not a category of employee, there may be items in an LMOU where inclusion of a reference to NTFT's is appropriate, as well.

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**From:** Mlakar, Michael R - West Chicago, IL  
**Sent:** Monday, August 22, 2011 5:42 PM  
**To:** Roberts, Jay - San Diego, CA; Jordan, Chris A - Denver, CO; Jenkins, Joseph A - Dallas, TX; Israel, Rochelle D - Bloomingdale, IL; Acker, Richard L - Columbus, OH; Knighton, Alexis V - Gaithersburg, MD; SALOIS, RENE J



**Cc:** Devine, Patrick M - Washington, DC

**Subject:** LMOU's and PSE's

The APWU has contended that some Areas have taken the position that there will be no LMOU items discussed by management with regards to Postal Support Employee's (PSE's) and any proposals from the union that includes a mention of PSE's will be impassed. Without regards to addressing whether any Area has actually taken this position, be advised of the following.

In the negotiations of the new CBA, the parties reached agreement on an MOU which provides that all contractual references to casual, transitional employees or supplemental workforce in the 2006 CBA will be jointly reviewed and replaced with "PSE", as appropriate. Accordingly, a proper approach to discussions of an LMOU in the field would be to apply the terms of the MOU in similar fashion.

We don't want to see the system flooded with impasse appeals over the mere mention of PSE's in a union proposal. The key phrase in applying the MOU is "as appropriate". There's no obligation to agree to insert PSE's in an LMOU if it's not contractually appropriate.



## American Postal Workers Union, AFL-CIO

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Mike Morris, Director  
Industrial Relations  
1300 L Street, NW  
Washington, DC 20005  
202-842-4273 (Office)  
202-331-0992 (Fax)

### Fax & First Class Mail Initiate National Dispute

August 17, 2011

#### National Executive Board

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Coordinator, Western Region

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

Re: APWU#HQTG20110463; Unencumbered/Unassigned Regulars

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Section 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute regarding the scheduling of unencumbered/unassigned full-time employees.

The Postal Service has issued instructions to the field that employees in the Clerk and MVS crafts converted from PTF or PTR to FT on August 27, 2011 in accordance with the 2010-2015 CBA may become unencumbered/unassigned employees with non-traditional work schedules.

Article 7.1.A.1 requires that full-time employees "shall be assigned to regular schedules consisting of five (5) eight (8) hour days in a service week."

Article 8.1 states that "(t)he work week for full-time regulars shall be forty (40) hours per week, eight (8) hours per day within ten (10) consecutive hours... (or) within nine (9) consecutive hours..." in offices with more than 100 full-time employees.

Article 8.2.C provides that a full-time regular's "normal work week is five (5) service days, each consisting of eight (8) hours..."

The Non-Traditional Full-Time (NTFT) Duty Assignments MOU contained in the 2010 CBA provides the rules for creation and posting of NTFT duty assignments **when operationally necessary**.

The MOU does not provide for unencumbered /unassigned NTFT schedules.

Doug Tulino  
August 17, 2011  
APWU#HQTG20110463  
Page 2

It is requested that you or your designee contact my office at (202) 842-4273 in order to schedule a meeting to discuss this important issue pursuant to Article 15, Section 2 and 4 of the CBA.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Morris", with a long horizontal flourish extending to the right.

Mike Morris, Director  
Industrial Relations

MM:bw  
OPEIU #2  
AFL-CIO



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Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
Washington, D.C. 20260

Re: APWU#HQTG20110466; Consecutive Days Off

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Section 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute regarding consecutive days off.

The Postal Service has issued instructions to the field that NTFT Duty Assignments in Mail Processing (Function 1) and MVS in 200 man-year offices may have work weeks with less than two consecutive days off.

Article 8.2.D states that "(i)n postal installations which have 200 or more man years of employment in the regular work force, career employees in mail processing operations, transportation and vehicle maintenance facility operations, will have consecutive scheduled days off, unless otherwise agreed to by the parties at the local level."

The Non-Traditional Full-Time (NTFT) Duty Assignments MOU in the 2010-15 CBA states that "(e)mloyees occupying FTR duty assignments (traditional and NTFT) in postal installations which have 200 or more man years of employment in the regular work force, career employees in mail processing operations, transportation and vehicle maintenance facility operations, will have consecutive scheduled days off, unless otherwise agreed to by the parties at the local level."


In the Non-Traditional Work Schedules Task Force MOU the parties agreed on the concept of the "creation of a 'full-time' duty assignments that have nontraditional scheduling ...". The parties specifically agreed that these "nontraditional work schedules may include those with less than 40 hours or less than 5 days a week, or more than 8 hours a day, split shifts, etc."

Doug Tulino  
August 17, 2010  
APWU#HQTG20110466  
Page 2

Nothing in the collective bargaining agreement permits the establishment of duty assignments with either split or single days off for career employees in mail processing operations, transportation and vehicle maintenance facility operations in postal installations which have 200 or more man years of employment in the regular work force.

It is requested that you or your designee contact my office at (202) 842-4273 in order to schedule a meeting to discuss this important issue pursuant to Article 15, Section 2 and 4 of the CBA.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Morris", with a large, stylized flourish extending to the right.

Mike Morris, Director  
Industrial Relations

MM:bw  
OPEIU #2  
AFL-CIO



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August 17, 2011

Mr. Doug Tulino  
Vice President, Labor Relations  
U.S. Postal Service, Room 9014  
475 L'Enfant Plaza  
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Coordinator, Western Region

Re: APWU#HQTG20110464; Denial of Retreat Rights

Dear Mr. Tulino:

In accordance with the provisions of Article 15, Section 2 and 4, of the Collective Bargaining Agreement, the American Postal Workers Union is initiating a Step 4 dispute regarding denial of retreat rights.

The Postal Service has issued instructions to the field that excessed employees who have exercised their retreat rights pursuant to Article 12 will be denied the opportunity to retreat by bidding as provided in Article 37.3.B.1 on posted non-traditional full-time duty assignments. Article 37.3.B.1 says "(t)he employee(s) shall have the right to bid for vacancies within the former installation and the written request for retreat rights shall serve as a bid for vacancies in the level from which the employee was reassigned and for all residual vacancies in other levels for which the employee has expressed a desire to retreat." Nothing was negotiated that would abridge this right.

It is requested that you or your designee contact my office at (202) 842-4273 in order to schedule a meeting to discuss this important issue pursuant to Article 15, Section 2 and 4 of the CBA.

Sincerely,

Mike Morris, Director  
Industrial Relations

MM:bw  
OPEIU #2  
AFL-CIO

## QUESTIONS & ANSWERS

These questions and the responses thereto are not intended to alter, amend, or change in any way the terms of the 2010-2015 agreement.

### Postal Support Employee (PSE)

1. Do all terms of the Memorandum of Understanding (MOU) Re: Noncareer Assistant (NCA) Employees apply to PSE's?

**ANSWER:** Yes. The word PSE replaces Noncareer Assistant (NCA) wherever Noncareer Assistant or "NCA" appears in the agreement and MOU's.

2. Will PSE Leave Accrual rules be identical to those currently in place for APWU TEs?

**ANSWER:** Yes.

3. During the first three months of the agreement, as casuals and TE's are being eliminated, may an office have either casuals or TE's at the same time as PSE's?

**ANSWER:** Yes, but only during the 90-day period from the effective date of the agreement (May 23 – August 21, 2011). During this interim period if casuals remain they continue to be subject to the same restrictions that were in effect under the 2006-10 CBA.

4. Can current PMR's be converted to PSE's?

**ANSWER:** PMR's will be eligible to take the appropriate examinations like any other member of the general public and, if reached during the competitive hiring process, are eligible to be hired as PSE's.

5. Can casuals be converted to PSE's?

**ANSWER:** Casuals will be eligible to take the appropriate examinations like any other member of the general public and, if reached during the competitive hiring process, are eligible to be hired as PSE's.

6. When can PSE's begin to be hired?

**ANSWER:** Effective May 23, 2011.

7. How is a PSE grade determined for each PSE?

**ANSWER:** The PSE will be hired at the grade for the position in question. An example would be a PSE hired to work as a mail processing clerk would be hired as a Grade 6 PSE, as career mail processing clerks would be hired at level 6.

8. What happens if a PSE works at a lower level than his current grade, e.g., a level 6 PSE performs the work of a level 4 career employee?

**ANSWER:** The PSE continues to be paid at the level 6.

9. In the clerk craft, the number of PSE's derived from the retail/customer services (Function 4) may be used in Function one (1) and when doing so will not count against the 20% mail processing (Function one) cap. Does that refer to the number or percentage of PSEs that will not count against the Function 1 cap?

**ANSWER:** It refers to the allowable number of PSE's. For example if the permissible number of PSE's in Function 4 is ten (10), they may be used in Function 1 and when so used will not count against the mail processing (Function One) District PSE cap.

10. How is "new work" defined for purposes of PSE's not counting toward the PSE cap?

**ANSWER:** "New work" is defined in Section 7.B.6., of the Postal Support Employee (PSE) MOU and includes work being contracted out that is brought back in-house, such as:

- a. In the Clerk Craft, work in any former Contract Postal Unit (CPU), unless it is a full-service unit or it primarily provides postal services;
- b. In the Maintenance Craft, formerly contracted out custodial work (subject to the provisions of the Maintenance Craft Jobs MOU);
- c. In the Motor Vehicle Craft, highway contract routes (HCRs) that are brought back into the Postal Service and assigned to postal employees (subject to the provisions of the Motor Vehicle Craft Jobs MOU).
- d. In other circumstances when new or contracted work is brought in house or new retail initiatives that are not full-service post offices are established as the parties may agree.

11. How will "new work" PSE's be identified?

**ANSWER:** They will be given a unique Designation Activity Code (D/A) or other identifier to separate them from other PSE's.

12. How will PSE's working in customer service/retail or mail processing be distinguished?

**ANSWER:** To permit monitoring of the District PSE caps, customer service/retail (Function 4) PSE's and mail processing (Function 1) PSE's will each be given a unique D/A or other identifier.



13. The MOU provides that PSE's are eligible for health benefits after the first 360-day appointment and upon reappointment to another 360-day term. If a PSE is appointed for less than 360 days, when does the PSE become eligible for health benefits?

**ANSWER:** Upon serving for a year without a break in service of more than 5 days, in accordance with OPM regulations.

14. Does PSE standing on a roll carry over into career appointment?

**ANSWER:** The time worked as a PSE does not carry over if a PSE attains career status. They begin their initial period of seniority when they attain career status.

15. If a casual is hired as a PSE, will time spent as a casual count toward eligibility for health insurance?

**ANSWER:** No.

16. May PSE's be scheduled to perform work if a part-time flexible in that office is available and qualified to perform that work at the straight time rate?

**ANSWER:** During the course of a service week, the Employer will make every effort to insure that available and qualified part-time flexible clerks are utilized at the straight-time rate prior to assigning such work to PSE's.

17. Is there a difference between the "register" from which PSE's "shall be hired" as referenced in the PSE MOU and the "hiring list"?

**ANSWER:** There is no real difference. "Hiring lists" have essentially replaced the "register" as terminology in the MOU.

18. Do PSE clerks hold down their opted residual duty assignment during their mandatory 5 day break in service?

**ANSWER:** No. Any such duty assignment must either be posted for bid or reverted pursuant to Article 37.3 on the occasion of the employee's break in service.

19. Article 7.B.3 of the PSE MOU reads, "In the Clerk Craft, the total number of PSEs used in mail processing (Function one) within a District, will not exceed 20% of the total number of career mail processing (Function one) clerk craft employees within that District, except in accounting periods 3 and 4, *beginning two (2) years from the effective date of the contract.*" Does the "beginning two (2) years from the effective date of the contract" provision apply to the entire sentence or only to the accounting periods 3 and 4 exception?

**ANSWER:** The exception, eliminating the 20% PSE cap during accounting periods 3 and 4 begins 2 years from the effective date of the Agreement, May 23, 2013.

20. How does management determine which PSE to terminate during their term when there is a lack of work?

**ANSWER:** Clerk and Maintenance craft PSEs will be terminated for lack of work based upon inverse craft standing on the roll in the installation. MVS Craft PSE's will be terminated for lack of work based on inverse occupational group standing on the roll in the installation. .

21. When needed, how does management determine which PSE to bring back to work?

**ANSWER:** PSEs will be returned based upon their craft standing on the roll in the installation, or in the MVS Craft by their occupational group standing on the roll, for up to a one year period from their break in service.

22. Will a PSE who serves as an APWU steward have rights over other PSE's when it is necessary to let PSE's go because of lack of work or when there is an opportunity to bring PSE's back to work?

**ANSWER:** Yes.

23. Does a PSE steward's rights impact who is selected for an available career opportunity?

**ANSWER:** No.

24. May PSE's be removed for reasons other than lack of work?

**ANSWER:** PSE's may be disciplined or removed within the term of their appointment for just cause and any such discipline or removal will be subject to the grievance-arbitration procedure, provided that within the immediately preceding six months, the PSE has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first.

### **NTFT's**

25. What is a reasonable timeframe for PTF's in Function 1 and in offices level 21 and above be converted to full-time?

**ANSWER:** It is expected that all PTF's in Function 1 and in offices level 21 and above will be converted to full-time by August 23, 2011. Any exceptions will need to be discussed and mutually approved at the national level.

26. What is a reasonable timeframe for clerk and MVS PTR's to be converted to full-time?

**ANSWER:** It is expected that all PTR's in the Clerk and MVS crafts will be converted to full-time by August 23, 2011. Any exceptions will need to be discussed and mutually approved at the national level.

27. May employees who at the time of the signing of the agreement (May 23, 2011) are current unassigned regulars and Full-Time Flexibles be assigned to NTFT duty assignments of less than 40 or more than 44 hours?

**ANSWER:** No. Any clerk craft or MVS employee who is in a full-time status at the signing of the agreement is protected against involuntary assignment to NTFT duty assignments of less than 40 or more than 44 hours.

28. Is a saved-grade level 7 clerk or MVS craft employee (who was full-time at the signing of the CBA) required to bid on a level 7 NTFT duty assignment of less than 40 hours or more than 44 hours/week in order to maintain their saved grade?

**ANSWER:** No.

29. In 2009 a clerk elected to revert to either a PTF or PTR assignment (in which they currently remain) in lieu of involuntary excessing from the craft and/or installation. Is that clerk protected from involuntary assignment to a NTFT assignment of less than 40 hours or more than 44 hours/week?

**ANSWER:** No. All current PTR's and PTF's may be assigned to any residual NTFT duty assignment.

30. What change to the hours of a NTFT duty assignment may be made without creating the need to repost the assignment?

**ANSWER:** NTFT duty assignments are full-time duty assignments. All of the reposting rules for full-time assignments in Article 37.3.A.4 and in Article 39.2.A, including Article 39.2.A.6, 7 and 8 apply to NTFT duty assignments. The assignment must also be reposted when the total hours in the workweek of a NTFT duty assignment are changed.

31. Are employees in NTFT's and traditional duty assignments considered all one category for excessing and retreat rights purposes?

**ANSWER:** Yes.

32. The NTFT MOU requires that if the traditional duty assignment occupied by a senior clerk is reposted as a NTFT duty assignment all duty assignments within the section occupied by junior clerks must be reposted for in-section bidding. If one or more of those reposted duty assignments occupied by a junior clerk is changed sufficiently to meet the reposting requirements in Article 37.3.A. 4, will it still be posted in-section?

**ANSWER:** No. In this situation if the duty assignment is changed sufficiently that Article 37.3.A.4 (and the LMOU) require reposting the duty assignment would be posted installation wide.

33. May an excessed FTR clerk or MVS employee (who was FT at the signing of the 2010 CBA) decline to retreat to a NTFT duty assignment of less than 40 hours or more than 44 hours/week without losing her retreat rights?

**ANSWER:** Yes. Excessed employees with retreat rights, whether to the section (Article 12.5.C.4) or to the installation and/or craft (Article 12.5.C.5) may decline their right to retreat to any NTFT duty assignment without relinquishing their right to retreat to any posted traditional FTR duty assignment.

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

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

### **NTFT's-Overtime Rules**

35. If, on a particular day, two hours of additional work is necessary, who should be scheduled when the 2 clerks available within the section are: a) qualified non-OTDL NTFT employee (five - 6 hour days ending tour at 3:00 PM) for 2 hours of out-of-schedule premium; or b) qualified OTDL traditional schedule FTR ending tour at 3:00 PM for 2 hours of overtime?

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

36. Are NTFT Clerks guaranteed the number of hours in their bid duty assignment?

**ANSWER:** Yes. The NTFT clerk's bid duty assignment establishes their minimum daily and weekly guarantee.

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

**ANSWER:** NTFT employees will normally work the number of hours (daily and/or weekly) identified in their bid assignment, except in an emergency.

38. Can a NTFT clerk craft employee, who is not on the OTDL, be required to work one or more of their scheduled off days?

**ANSWER:** Effective six months from the signing date of the 2010 CBA (November 23, 2011), full-time career clerk craft 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. Article 3.F provides the parties' mutual understanding of what constitutes an emergency situation: an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature. In the Motor Vehicle craft, employees may also be required to work overtime in the event of unforeseeable circumstances (e.g., PVS drivers stuck in traffic, weather conditions).

39. May NTFT OTDL employees be required to work more than 8 hours on any non-scheduled day?

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

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

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

41. Will full-time employees occupying NTFT duty assignments have their annual leave advanced at the beginning of the leave year?

**ANSWER:** Yes.

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

**ANSWER:** No. Training is one of the recognized exceptions to the out-of-schedule premium requirement. A NTFT employee, for example, who must attend window training after bidding a SSA duty assignment, would not be eligible for out-

of-schedule premium when assigned to a traditional schedule to accommodate the training.

43. Are the clerk craft NTFT full-time flexible assignments a duty assignment which must be posted for bid or a category of unencumbered employees?

**ANSWER:** These are bid duty assignments and employees who successfully bid for, or are involuntarily assigned to, these assignments are encumbered, and not unencumbered, employees.

44. Clerk craft NTFT full-time flexible assignments are "subject to negotiated rules." Can these rules be negotiated locally?

**ANSWER:** These rules, including the daily and weekly guarantees as well as the provision that schedules may be changed from week-to-week, with proper notice by Wednesday of the preceding week without out-of-schedule obligation, are negotiated at the national level. (See NTFT MOU)

## **Article 12**

45. Article 12.5.B.2 is amended to include the need to identify duty assignments currently held by PSE's which shall be made available for reassignment of excess career employees. Which duty assignments does this include?

**ANSWER:** In addition to those residual duty assignments into which PSE's have opted to occupy, the parties shall identify the existence of any other duty assignments occupied by PSEs in order to minimize the impact of excessing on full-time career employees in the regular work force.

46. Article 12.3.A.2 provides that "an employee may be designated a successful bidder no more than five (5) times during the duration of the 2010 Agreement unless such bid" is to a duty assignment which does not require a deferment period or additional off-site training? What are some examples?

**ANSWER:** (1) The employee bids to a position for which the employee is currently qualified. (2) The employee bids to a position for which the employee has a live record. Neither bid (1) or (2) would count against the five (5) successful bidder limit. Bids will only be counted if the employee is required to enter a deferment period or receive additional off-site training for qualification.

47. If a level 6 clerk who was excessed to a level 4 custodial assignment in the maintenance craft, upon notification of their opportunity to return to the clerk craft, waives their right to return in accordance with Article 12.5.C.5.(a).5, will that employee retain saved grade?

**ANSWER:** No.

48. Does the opportunity provided in Article 12.5.C.5.(a).5, to waive return to the craft from which excessed within the installation, apply to all employees excessed into APWU crafts?

**ANSWER:** No. This opportunity applies only to employees excessed from one APWU craft into another APWU craft.

49. Article 12.5.C.5.(a).5, provides that "if an employee is reassigned to an APWU represented craft, when the installation notifies the employee in writing that he or she will be returned to the craft from which reassigned, and before the employee is returned, the employee may waive return to the former craft by written notification to the installation head or designee within five (5) calendar days of the notification." Does the right to "waive return to the former craft" apply to employees who were excessed between APWU crafts prior to May 23, 2011?

**ANSWER:** Yes. The right to waive return to the former APWU craft is provided for under the terms of the 2010 agreement.

50. What happens to the retreat rights of PTR employees in the Clerk and MVS crafts who have been excessed?

**ANSWER:** The MOU Re: Non-Traditional Full-Time (NTFT) Duty Assignments specifies that "there will no longer be Part-Time Regular (PTR) employees in the clerk craft" and "there will no longer be Part-Time Regular (PTR) and Part-Time Flexible (PTF) employees in the motor vehicle craft." PTR assignments in the Clerk and MVS crafts will be converted to full-time. An excessed PTR will now have retreat rights to a full-time assignment in their original installation and craft. Failure to exercise the opportunity to retreat to the first available full-time assignment (including any NTFT assignment) would terminate such rights.

### **MOU Re: Transfer Opportunities to Minimize Excessing**

51. Can the one hundred (100) mile radius be expanded and, if so, how?

**ANSWER:** The parties may mutually agree to expand the area of consideration beyond the one hundred (100) mile geographic radius if they determine it is necessary to provide sufficient vacancies for offices with excess clerks. This mutual agreement may only occur at the national level.

52. Will all full-time clerks in the impacted installation be considered for these transfer opportunities, or will only the specific junior clerks identified as excess to the needs of the installation be eligible?

**ANSWER:** All full-time clerks, regardless of seniority, level, or senior/best qualified status, in the impacted installation will be eligible for consideration. This will reduce the number of involuntary reassignments necessary in an excessing situation.

53. Will the transfer opportunity be to the specific posted residual vacancy identified on eReassign or will the transferring clerk become unencumbered in the new installation?

**ANSWER:** The transferring clerk will be awarded the specific posted residual vacancy as identified on eReassign.

54. If multiple clerks from one or more impacted office(s) request transfer to a residual vacancy within the District or one hundred (100) mile radius as listed in eReassign, how will the successful applicant for transfer be determined?

**ANSWER:** Selection will be made on a seniority basis using craft installation seniority from the losing installation(s).

55. Are these special transfer opportunities also available for part-time flexible clerks in offices where PTF's have been identified as excess to the needs of the installation?

**ANSWER:** Yes.

### **General**

56. Can a PTF clerk be "loaned" under the rules of the Hub Clerk MOU into a Post Office, level 21 or above?

**ANSWER.** No. Under the 2010 CBA, part-time flexible clerks may only work in Post Offices, level 20 and below.

57. How long must a clerk or MVS employee return to the bargaining-unit from their 204-B assignment in order to prevent reposting of their duty assignment?

**ANSWER:** An employee detailed to a non-bargaining unit position must return to the craft for a minimum of one continuous pay period to prevent reposting of their duty assignment.

58. A Clerk Craft 204-B began their current 204-B detail on March 21, 2011. When does their 90 day limitation requiring reposting of their bid duty assignment expire?



**ANSWER:** If the clerk remains in a 204-B status in excess of 90 days (beyond June 19, 2011) without returning to the bargaining unit for a minimum of one continuous pay period their bid duty assignment must be declared vacant and posted for bid.

59. Will employees from other bargaining units who voluntarily transfer into APWU crafts be treated as new career employees for purposes of pay schedule step progression under the new APWU CBA?

**ANSWER:** It depends on the employee's original date of career hire. Employees from other bargaining units should be placed in the APWU salary schedule based on current change to lower level, reassignment, and promotion rules. Employees who were hired as career employees prior to May 23, 2011 will progress to the top steps found in the 2006 APWU CBA. Employees who were hired as career employees as of May 23, 2011 will progress to the top steps found in the 2010 APWU CBA.

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

## **Clerk Craft Jobs MOU**

### **Lead Clerk**

60. How will Lead Clerks be selected?

**ANSWER:** Lead Clerk positions will be posted as senior-qualified duty assignments. Clerk Craft employees are eligible to bid on these assignments.

61. Will LSSA's be grandfathered into Lead Clerk duty assignments?

**ANSWER:** Employees currently occupying LSSA duty assignments will be administratively converted into Lead Clerk duty assignments without reposting unless there are more LSSA's than the number of Lead Clerks provided for in the MOU.

62. What if there are currently more LSSA's than the number of Lead Clerk provided for in the MOU?

**ANSWER:** The minimum number of Lead Clerks, to be assigned by seniority, is determined in Section 2.C of the Clerk Craft Jobs MOU. The Employer may create additional Lead Clerk duty assignments based on operational need.

63. Will LSSA's who do not receive a Lead Clerk position be entitled to saved grade?

**ANSWER:** Yes. LSSA's who do not receive a Lead Clerk duty assignment will become unencumbered and receive saved grade pursuant to 37.4.C.6.

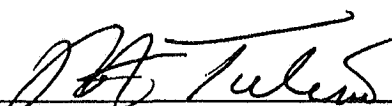
### **Maintenance Questions & Answers**

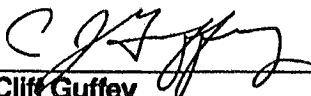
64. How are Maintenance Craft Promotion Eligibility Rosters (PERs) constructed under the 2010-15 CBA?

**ANSWER:** Maintenance Craft PERs will have those rated eligible under the prior MSS by installation seniority within the banded scores (see 38.5.B.8a). Beneath those scores will be those rated eligible on the RMSS within the banded scores (see 38.5.B.8c). Installation seniority will be used within each banded score.

65. How are non-Maintenance Selection System PERs constructed?

**ANSWER:** Establishment of non-MSS PER's is not impacted by the new collective bargaining agreement.

  
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