

PSE Usage Cheat Sheet

Level 18 Offices

- There are no PSEs assigned to Level 18 offices, there may however be PSEs in 4hr RMPOs under a level 18 APO.
- A PSE within the installation may work in other 4hr or 2hr offices¹, but may not work in 4hr or 2hr offices outside the installation.²
- A PSE could work in the Level 18 office to relieve a career employee on window duties to cover for short-term absences normally not to exceed two Pay periods, e.g., AL, SL, LWOP after **ALL PTF relief in the office, cluster or pool and relief areas at the straight-time rate have been exhausted.**³ This would mean utilizing every available PTF within a 50-mile radius pursuant to the Hub-Clerk Memo.⁴
- A 6hr RMPO under an 18 APO can only be staffed by a PSE from a 4hr RMPO after **ALL PTF relief in the office, cluster or pool and relief areas at the straight-time rate have been exhausted.**⁵ This would mean utilizing every available PTF within a 50-mile radius pursuant to the Hub-Clerk Memo.

Level 20 Offices

- PSEs may be assigned to a level 20 office as either a D/A 81-3(PSE non-window), or D/A 81-4(PSE Window qualified). For a level 20 office to qualify for a D/A 81-4 PSE there must be at least 3 career window clerks assigned to the office. (CBA 7.1.B.6)
- A PSE assigned to a 4hr RMPO under a level 20 APO may not be utilized in the Level 20 APO⁶
- A 6hr RMPO under a Level 20 APO can only be staffed by a PSE from the APO after **ALL PTF relief in the office, cluster or pool and relief areas at the straight-time rate have been exhausted.**⁷ This would mean utilizing every available PTF within a 50-mile radius pursuant to the Hub-Clerk Memo.
- A PSE from a Level 20 APO could be utilized in a 4hr RMPO as long as it is consistent with the answer to Question 16⁸ which States: “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,” and CBA 7.1.B.2

¹ POSTPlan: Staffing of Office, Filling Assignments, PSE Usage and Conversions. Dated 9-22-14. #VII

² Step 4 RE: Q10C-4Q-C 16035805. Dated 7-29-16. #1

³ POSTPlan: Staffing of Office, Filling Assignments, PSE Usage and Conversions. Dated 9-22-14. #IX

⁴ POSTPlan, Filling Residual Vacancies, and Travel. Dated 7-29-16. #9

⁵ POSTPlan, Filling Residual Vacancies, and Travel. Dated 7-29-16. #3

⁶ Step 4 RE: Q10C-4Q-C 16035805. Dated 7-29-16. #2

⁷ POSTPlan: Staffing of Office, Filling Assignments, PSE Usage and Conversions. Dated 9-22-14. #IX

⁸ Questions and Answers. 2012 JCIM Appendix A. Dated 6-29-11 #16

Level 21

- PSEs may be assigned to a level 21 office as either a D/A 81-3(PSE non-window), or D/A 81-4(PSE Window Qualified). For a level 21 office to qualify for a D/A 81-4 PSE there must be at least 3 career window clerks assigned to the office. (CBA 7.1.B.6)
- A PSE assigned to a 4hr RMPO under a level 21 APO may not be utilized in the Level 21 APO⁹
- A D/A 81-4 PSE from the Level 21 APO may be utilized to staff any RMPO within the installation. This is because use of PTFs within a level 21 installation is prohibited¹⁰ except as outlined in in the Addendum to Memorandum of Understanding of September 22 2104, RE: POSTPlan.¹¹
- A Level 21 Office can borrow a PSE from a level 20 or higher office, but that PSE would have to be counted against the gaining office's window cap.¹²

Level 22 and Higher

- PSEs may be assigned to a level 22 and higher office in function 4 as either a D/A 81-3(PSE non-window), or D/A 81-4(PSE Window Qualified). For a level 22 and higher office to qualify for a D/A 81-4 PSE there must be at least 5 career window clerks assigned to the office. For every 10 additional window clerks the office would earn an additional D/A 81-4 PSE SSDA. (CBA 7.1.B.6)
- A PSE assigned to a 4hr RMPO under a level 22 and higher APO may not be utilized in the APO¹³
- A D/A 81-4 PSE from the APO may be utilized to staff any RMPO within the installation. This is because use of PTFs in a level 21 and higher installation is prohibited¹⁴ except as outlined in in the Addendum to Memorandum of Understanding of September 22 2104, RE: POSTPlan.¹⁵
- A Level 22 and higher Office can borrow a PSE from a level 20 or higher office, but that PSE would have to be counted against the gaining office's window cap.¹⁶
- A PSE working in Function 4 can supplement their hours by working in Function 1, but a PSE assigned to Function 1 can only be utilized in Function 4 if they are also counted against the District's retail cap.¹⁷

⁹ Step 4 RE: Q10C-4Q-C 16035805. Dated 7-29-16. #2

¹⁰ Questions and Answers. 2012 JCIM Appendix A. Dated 6-29-11. #56

¹¹ Addendum to Memorandum of Understanding of September 22 2104, RE: POSTPlan. #1

¹² 2012 JCIM Appendix C #12

¹³ Step 4 RE: Q10C-4Q-C 16035805. Dated 7-29-16. #2

¹⁴ Questions and Answers. 2012 JCIM Appendix A. Dated 6-29-11. #56

¹⁵ Addendum to Memorandum of Understanding of September 22 2104, RE: POSTPlan. #1

¹⁶ 2012 JCIM Appendix C #12

¹⁷ 2012 JCIM Appendix C #7

Emergency Situations

- It is understood that an emergency is defined as “an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.”¹⁸
- All of the above can be modified “IF” emergency situations preclude. Keep in mind that it would never be our intention to have a Post Office of any size not be opened for any period of time. We should help get it staffed and file the grievance later if the contract has been violated.

Amazon Sunday/Sunday Package service

- It should be noted that in Q10C-4Q-C 16035805/APWU-HQTC20151075² the parties agreed to a pecking order for the Sunday work for Amazon offices. It would virtually impossible that on the second day of a service week that every PTF (and PSE in level 20 and above) in the office and within 50 miles would have their straight-time hours exhausted.

¹⁸ 2017 JCIM. Page 22

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: POSTPlan: Staffing of Offices, Filling of Assignments, PSE Usage and Conversions:

Consistent with Arbitrator Goldberg's Award on POSTPlan dated September 5, 2014, the parties agree to the following implementation procedures.

The principles of this document shall apply to POSTPlan or any changes to POSTPlan including but not limited to the principle that post offices providing more than two hours of service (currently Level 6 and Level 4 Remotely Managed Post Offices (RMPO) offices) will be staffed by bargaining unit employees.

All Clerk work in Level 6 and Level 4 Remotely Managed Post Offices (RMPO) will be performed by APWU bargaining unit employees.

Level 6 Remotely Managed Post Offices (RMPO):

- I. Level 6 Remotely Managed Post Offices (RMPO) will be staffed with Level 6 Career full-time employees who the Postal Service may assign to a Traditional or Non-Traditional Full-Time (NTFT) duty assignment consistent with the National Agreement. The Postal Service will create and fill a minimum of 1,700 duty assignments in Level 6 RMPOs within 90 days of the date of this document. If the number of vacant Level 6 RMPOs exceed 1,700 this greater number of duty assignments will be created and filled within 90 days.
- II. Without setting any precedent and solely to implement the provisions of this document, career employees with retreat rights will have a one-time opportunity to return to their now Level 6 RMPOs. Employees who are able to demonstrate that they had received an excessing notice from that office and who voluntarily bid out of the office will have the same one-time opportunity.
- III. As incumbent postmasters vacate Level 6 RMPOs, full-time career duty assignments will be posted for bid within 28 days consistent with point I. of this document. Part-time career postmasters who occupy the level 6 RMPOs will be offered the opportunity to convert to a Level 6 full-time clerk position in their office consistent with point I. of this document. This opportunity will take place two (2) years from the date of this document.

Level 4 Remotely Managed Post Offices (RMPO):

- IV. Each Level 4 Remotely Managed Post Office (RMPO) will be staffed with one Pay Level 6 Postal Support Employee (PSE). Pay Level 6 PSEs assigned to a Level 4 Remotely Managed Post Office (RMPO) will not count against the applicable cap except for 12 of these PSEs per District. The number of PSEs that count against the cap will remain stable even if the number of Districts increase or decrease. Without setting any precedent and solely to implement the provisions of this document, these Pay Level 6 PSEs may perform window duties. Pay Level 6 PSEs will be hired from the applicable hiring registers.
- V. Without setting any precedent and solely to implement the provisions of this document, career employees with retreat rights will have a one-time opportunity to elect to retreat to their now Level 4 RMPOs. Employees who are able to demonstrate that they had received an

excessing notice from that office and who voluntarily bid out of the office will have the same one-time opportunity. Where operationally feasible and efficient, career employees who retreat back to these offices will be permitted to augment their hours with any other available hours, including Level 2 RMPOs, within their cluster and/or a 15 mile radius of their office. All other Level 4 RMPOs will be staffed with a Pay Level 6 PSE within 90 days of the date of this document.

- VI. In any Level 4 RMPO where the Level 6 PSE work hours in that office, including any relief workhours used to cover leave, exceed 30 hours per week for 180 consecutive days, a career full-time duty assignment will be created and filled consistent with point I. of this document. The hours worked by the PSE do not include hours worked in other offices.
- VII. PSEs working in the Level 4 RMPOs may work in multiple Level 4 offices, as well as Level 2 RMPOs, where operationally feasible and efficient. However, this usage of a Pay Level 6 PSE does not create an obligation to change the designation of the Level 2 RMPOs nor does it create any obligation or requirement of the Postal Service to establish career positions.

Level 18 Post Offices:

- VIII. In Level 18 post offices the postmaster is permitted to perform no more than 15 hours of bargaining unit work per week. In accordance with the M-32, postmasters or supervisors performing bargaining unit work will record what operation they are performing either by time clock or PS Form 1260 and will provide to the union upon request. In the event that there is a supervisor in addition to the postmaster in a level 18 office, either the postmaster or supervisor – but not both – may perform no more than 15 hours of bargaining unit work per week. The postmaster or any supervisors in Level 20 and above offices are not permitted to perform any bargaining unit work except as provided in Article 1.6.A of the National Agreement.

As soon as possible but no later than 90 days from the date of this document, all Level 18 Post offices currently staffed with a PSE designation-activity code 81-8 employee will now be staffed with a career employee, who the Postal Service may assign to a Level 6 PTF, Traditional or Non-Traditional (NTFT) career duty assignment consistent with the National Agreement. It is understood that these employees will be utilized to perform bargaining unit work in excess of the 15-hour per week limit imposed on postmasters and supervisors in that office. In addition, all level 18 post offices will be staffed with career employees to perform bargaining unit work in excess of the 15-hour per week limit imposed on postmasters and supervisors in that office.

- IX. Without setting any precedent and solely to implement the provisions of this document, a Pay Level 6 PSE within the cluster may be used in all offices within the cluster to relieve the career employee on window duties to cover for short-term absences normally not to exceed two pay periods, e.g., AL, SL, LWOP, after all PTF relief in the office, cluster or pool and relief areas at the straight-time rate has been exhausted.

Establishment of Lead Clerk Positions:

- X. Staffing of Lead Clerks will be on a complement-neutral basis, with a ratio of five (5) or more RMPOs reporting to an Administrative Post Office (APO) resulting in one (1) Lead Clerk in the APO.

Changes in Level of Post Offices:

- XI. Whenever an office is upgraded (e.g., Level 2 RMPO to Level 4 RMPO) or downgraded (e.g., Level 18 to Level 6) the office will be staffed with the category of employee appropriate to the new office size consistent with the terms of this document on staffing POSTPlan offices. Employee impacts will be addressed by application of Article 12 and other relevant terms of the collective bargaining agreement.
- XII. When the Postal Service conducts an evaluation of any POSTPlan office, the Postal Service will provide the APWU a copy of the evaluation it utilizes to determine the level of post offices and consider any input provided relative to the evaluation.

Other Provisions:


- XIII. The Postal Service anticipates that the remaining post offices to be evaluated under POSTPlan will be completed by September 30, 2014. These offices will be staffed as set forth above. However, for these Level 2, Level 4 or Level 6 RMPOs currently staffed with bargaining unit employees the career employee may elect to remain in the office as a career employee.
- XIV. Limited solely to seniority, bidding, Article 6, Article 12 excessing, PTF conversion to full-time, and PSE conversion to career, the installation (or "bid cluster") is defined as the Administrative Post Office (APO) and the RMPOs reporting to that APO.
- XV. National Agreement Article 30 issues will be negotiated between the parties at the local level, unless an office is already covered by an existing LMOU. The time period for these discussions, where necessary, will be established by the parties within 90 days from the date of this document.
- XVI. The Postal Service will cooperate with APWU to assure that the APWU will be able to participate in new employee orientation [Article 17.6] for employees in these offices. Whenever possible, telephonic or electronic communication and/or information sharing is encouraged between the employee and the Union.
- XVII. Management will not take actions for the purpose of circumventing the terms of this document. The Employer is not restricted from making decisions regarding staffing, office level, and reassignments consistent with their historical practice of evaluating post offices and in accordance with the National Agreement.
- XVIII. Management will not designate additional offices as PTPOs to circumvent any of the terms of this document. Current criteria for PTPO designation will be maintained during POSTPlan.
- XIX. Unless extended by mutual agreement for six months following the effective date of this document, disputes arising under this document will be referred to an Administrative Dispute Resolution Procedure.
- XX. The parties agree that this is a full and complete settlement and resolution of cases Q11C-4Q-C 12243899 (POSTPlan); Q11C-4Q-C 11275789 – (PSE Utilization) as it applies to the terms of this document; Q11C-4Q-C 11275747 (PSE Job Descriptions) and all local grievances held pending their resolution. No other remedies are due, including any monetary remedy, except for the actions required above. Disagreements over interpretation of this

document will be promptly assigned to the arbitrator assigned to Q11C-4Q-C 12243899 (POStPlan) for expeditious resolution.

XXI. To the extent that the provisions of this document affect rights and obligations of the parties under the National Agreement, they are strictly limited to the provisions of this document and shall not change or vary in any other manner the rights and obligations of the parties under the National Agreement.



Doug A. Tulino
Vice President, Labor Relations
U.S. Postal Service



Mark Dimondstein
President
American Postal Workers Union, AFL-CIO

Date: 9/22/14

**SETTLEMENT AGREEMENT
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO**


RE: Q10C-4Q-C 16035805/APWU-HQTC20151075


Recently the parties met at Step 4 of the grievance/arbitration process to discuss the above referenced dispute. The primary issue in this dispute is whether Level 6 Postal Support Employees (PSEs), that staff the Level 4 RMPOs in accordance with the September 22, 2014 MOU Re: *POStPlan, Filling of Assignments, PSE Usage and Conversions*, may be utilized outside of the APO installation and/or in Level 20 and above APOs.

After further review and discussion, it is mutually agreed to resolve this dispute in accordance with the following understanding of the parties:

1. The parties agree and affirm that Level 6 PSEs that staff Level 4 RMPOs may not be utilized outside their APO installation (bid cluster), except as provided for in #3 below.
2. The parties further agree that those Level 6 PSEs hired into Level 4 RMPOs may not be utilized in Level 20 and above APOs. Those Level 20 and above APOs may continue to hire PSEs in Function 4 pursuant to Article 7 and the PSE MOU.
3. The parties agree that an exception to #1 above is to provide supplemental assistance for Sunday package service, provided the following pecking order is utilized:
 - a. PTFs or PSEs assigned to the gaining office are first exhausted at the straight time rate
 - b. Available PTFs, under the MOU Re: Assignment of PTF Hub Clerks, who volunteer to work on Sunday, are exhausted at the straight time rate.
 - c. Available PSEs, from Level 4 RMPOs, but restricted to within 50 miles of the PSE's Level 4 RMPO office.

Accordingly, the parties agree that any case held pending this national dispute will be processed in accordance with this agreement and local fact circumstances.


Rickey R. Dean
Manager Contract Administration
United States Postal Service


Lynn Pallas-Barber
Assistant Clerk Craft Director
American Postal Workers Union, AFL-CIO

Date: 07/29/2016

Date: 7/29/2016

**United States Postal Service
And
American Postal Workers Union, AFL-CIO**

Clerk Craft Questions and Answers

Re: POStPlan, Filling Residual Vacancies, and Travel

The Parties have jointly agreed to the following Questions & Answers as further clarification and guidance on issues related to the Clerk Craft and POStPlan offices. Unless otherwise stated in this document, these Q&As are not intended to alter, amend, or change in any way the terms of the 2015-2018 Agreement, the September 22, 2014, MOU Re: *POStPlan: Staffing of Offices, Filling of Assignments, PSE Usage and Conversions*, or the December 31, 2014, MOU Re: *Addendum to Memorandum of Understanding of September 22, 2014, Re: POStPlan*.

POStPlan

1. Is the Postal Service required to separate Clerk Craft Postal Support Employees (PSEs) and reduce Clerk Craft Part-Time Flexible (PTF) hours to the extent possible within an installation (bid cluster) in order to provide work and minimize the impact for full-time Clerk Craft career employees prior to excessing them outside their craft or installation?

Answer: Yes.
2. Is the Postal Service required to separate Clerk Craft PSEs, including, but not limited to PSEs in any Level 4 RMPOs within an installation in order to utilize those work hours to minimize the impact for Clerk Craft PTF career employees prior to excessing them outside their craft or installation?

Answer: Yes.
3. Does Item IX of the September 22, 2014, MOU apply to relief work needed in Level 6 RMPOs that are staffed by part-time career postmasters pursuant to Item III?

Answer: Yes. Bargaining unit employees per Item IX will perform relief work.
4. Can a postmaster or supervisor assigned to an APO perform bargaining unit work in a Level 6 or Level 4 RMPO?

Answer: No, except if there is an emergency situation per Article 1.6 as defined in the July 2012 JCIM (page 24), "It is understood that an emergency is defined as an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature."

5. Does Question and Answer #17 of the POSTPlan Q&As dated October 30, 2014, prevent part-time career postmasters identified in Item III of the September 22, 2014, MOU Re: *POSTPlan: Staffing of Offices, Filling of Assignments, PSE Usage and Conversions*, from working more than 15 hours of bargaining unit work?

Answer: Question and Answer #17 was not intended to limit part-time career postmasters to 15 hours of bargaining unit work. Therefore, Question and Answer #17 of the POSTPlan Q&As dated October 30, 2014, is eliminated effective with the date of these Questions & Answers.

6. Who is considered an incumbent postmaster eligible to remain in a Level 6 RMPO and convert to the Clerk Craft per Item III of the POSTPlan Staffing MOU?

Answer: Any postmaster appointed to a Level 6 RMPO on or before September 5, 2014, the date of the arbitration award on POSTPlan.

7. Will a part-time career postmaster who converts to the Clerk Craft per Item III of the September 9, 2014 Memorandum of Understanding (MOU) Re: *POSTPlan: Staffing of Offices, Filling of Assignments, PSE Usage and Conversions* be allowed to stay in the same office and if so, what will be his/her Clerk Craft installation seniority date?

Answer: The part-time career postmaster who converts to the Clerk Craft per Item III will remain in the same office as a full-time career bargaining unit employee. The Postal Service may assign the subject employee to a Traditional or Non-Traditional Full-Time duty assignment consistent with the National Agreement. The employee's Clerk Craft installation seniority date will be October 1, 2016, which is the first full pay period after September 22, 2016. The effective date will be reflected on his/her PS Form 50.

8. If a part-time career postmaster decides to convert to the Clerk Craft, will he/she be able to bid and occupy a duty assignment in another facility within the installation?

Answer: Yes. However, if a part-time career postmaster elects to become full-time in the Clerk Craft in his/her level 6 office, he/she will not be allowed to bid on any full-time bid postings in the installation until such time that any PTF who is senior to the former part-time career postmaster in the same craft and installation has been offered the opportunity for conversion to full-time status.

9. What is meant by “pool and relief areas” in Item IX of the *POStPlan: Staffing of Offices, Filling of Assignments, PSE Usage and Conversions MOU*?

Answer: This is defined in Q&A #23 of the *Questions and Answers - Part-Time Flexible Clerks Working in Other Installations dated September 24, 2003*, which states, “Normally, such employees will not be required to travel more than 50 miles from their duty station. This 50 mile criterion is measured as the shortest actual driving distance between installations.”

10. If the provisions of Item IX of the *POStPlan: Staffing of Offices, Filling of Assignments, PSE Usage and Conversions MOU* are exhausted and there is a need for assistance in a Level 20 APO installation, what is the pecking order for assistance?

Answer: Employees within 50 driving miles of the office in need of assistance may be utilized once all career Clerk Craft employees within the installation have been exhausted at the straight time rate. The pecking order for assistance shall be:

- a. PTFs who have indicated a preference to work outside their installation,
- b. Available and qualified Postal Support Employees within the District, excluding Level 4 RMPO PSEs and consistent with the career window percentage for the level 20 or above APO office.
- c. PTFs, by juniority, who have indicated a preference to not work outside their installation, may be utilized at the straight time rate.

11. Did the *POStPlan Staffing MOU*, or the December 31, 2014 Addendum change the provisions of Article 7, Section 3 and/or the exception language in item 13 of the Q&As dated October 20, 2011 regarding PTFs working in Level 21 and above offices?

Answer: No.

Filling Residual Vacancies

12. May PSEs decline an opportunity for conversion outside the installation, but within 50 miles?

Answer: Yes.

13. If a PSE fails to pass the window test for a conversion opportunity, how long must the employee wait before she/he can take the test again?

Answer: 180 days. However, there may be situations where the parties at the national level mutually agree to waive that time frame.

14. When converted to career, does a PSE have to serve a probationary period?

Answer: Clerk Craft PSEs who have already served one full term as a PSE will not be required to serve a probationary period as required by Article 12, Section 1, after conversion to career.

Travel

15. Do Clerk Craft employees receive payment for travel time and/or mileage when required to travel to other offices?

Answer: It depends on the circumstances. Whether a bargaining unit employee who is required to work outside his/her home office is entitled to compensable travel time or mileage is determined by applying the applicable provisions of Section 438 of the Employee and Labor Relations Manual (ELM) and Chapter 7 of Handbook F-15. In accordance with the March 3, 2013 Step 4 settlement agreement, in case #Q00C-4Q-C 04184581, employees who volunteer to work, on a temporary basis, in an office other than their home office in order to supplement their hours, are to follow the provisions of the ELM, Section 438, and Handbook F-15, Travel and Relocation, Chapter 7.d. *Determining Daily Expenses.*

16. For the purposes of compensable travel time and/or mileage, does it matter whether travel is within an installation?

Answer: No.

17. Can the Postal Service require that a bargaining unit employee use his/her personal vehicle for compensable travel time?

Answer: No. The use of a personal vehicle is the decision of the employee, in accordance with the 2012 JCIM, Article 36.2 (page 197-198).



Rickey R. Dean
Manager, Contract Administration (APWU)
United States Postal Service



Clint Burelson
Director, Clerk Division
American Postal Workers Union, AFL-CIO

Date: 07/29/2016

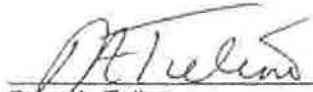
Date: 7/29/2016

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Addendum to Memorandum of Understanding of September 22, 2014, Re: POSTPlan

1. The parties agree that in addition to the career positions resulting from paragraphs V and XIII of the Memorandum of Understanding (MOU) dated 9-22-14, there will be a number of Level 4 Remotely Managed Post Offices (RMPOs) that will be staffed with career part-time flexible (PTF) employees.
2. The number of Level 4 RMPOs referenced above will be staffed with impacted Postmasters who volunteer to become career PTF employees in the Post Offices where they are currently assigned, except as provided in paragraph 5 of this MOU.
3. Further, the parties agree that all other Level 4 RMPOs within the same Administrative Post Office (APO) installation/bld cluster where the impacted Postmaster volunteers to become a PTF employee, will be staffed with a career PTF employee. The new PTF position to staff these Level 4 RMPOs will be established within 60 days of the signing of this MOU. The seniority for these PTF employees will be one day senior to any PTF position established under paragraph 2 above. Except as provided under paragraph XVII of the MOU dated 9-22-14, Re: POSTPlan Staffing of Offices, Filling of Assignment, PSE Usage and Conversions, APO bid clusters will not be reconfigured to circumvent this provision.
4. The parties agree that the number of Level 4 RMPOs that will be maintained and staffed by career PTF employees will be the greater of the number of PTF positions created in accordance with either paragraphs 2 or 3 above. If an existing Level 4 RMPO is downgraded in accordance with paragraph XVII of the MOU dated 9-22-14 and that office is staffed by a former impacted Postmaster who volunteered to become a PTF, the Postal Service will have the option to staff that office with a Level 6 PSE.
5. Employees eligible for retreat rights as stated in paragraph V of the MOU dated 9-22-14 will be afforded the opportunity to exercise those retreat rights prior to an impacted Postmaster being assigned to that office. Further, it is agreed that any PSE employee who exercises their option to work in a Level 4 RMPO consistent with the October 8, 2014, POSTPlan pecking order, will have that option honored. If either of the above circumstances exist and the Postal Service decides to place the impacted Postmaster in a career bargaining unit position, it will be to another Level 4 RMPO and the above provisions will apply.
6. The Postal Service will provide the American Postal Workers Union (APWU) at the National level a list of the Level 4 RMPOs that are staffed by PTF employees. This list will include the office name and finance number and identify which of these Level 4 RMPOs are staffed by former Postmasters.

7. Any issues arising from the application of the terms of this agreement will be discussed by the parties at the National level prior to the placement of any employees into any vacancy resulting from this MOU. Any disputes arising from this MOU will be handled under the Administrative Dispute Resolution Process (ADRP) at the National level.



Doug A. Tulino
Vice President, Labor Relations
U.S. Postal Service



Mark Diamondstein
President
American Postal Workers Union, AFL-CIO

Date: 12/31/14

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 NTFTs 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.


Doug A. Tulino
Vice-President Labor Relations
United States Postal Service


Cliff Guffey
President
American Postal Workers Union,
AFL-CIO

Date: June 28, 2011

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.

Article 1.6 settlement

1. What are the limits for Postmasters and/or second supervisors in Post Offices, level 20 and above for the performance of bargaining unit work?

ANSWER: In offices, Level 20 and above, with less than 100 bargaining unit employees, postmasters and supervisors may only perform bargaining unit work in accordance with Article 1.6.A.

2. What happens if an office is downgraded in level during the life of the Agreement?

ANSWER: A Level 18, 16 or 15 office that is downgraded in level will remain at the bargaining unit work standard that is in place as of November 21, 2010, through the life of the contract. For example, if an office is downgraded from a level 18 office to a level 15 office, the permissible amount of bargaining unit work which the PM may perform will remain at 15 hours/week permissible for a level 18 office. The amount of bargaining unit work would not be increased to 25 hours permissible for a level 15 office.

[It is the position of the Postal Service, however, that, if as the result of DUO for example, a level 15 office is downgraded to a level 13, the postmaster, if one remains in the new level 13 office, would be able to perform bargaining unit work as any other level 13 PM without restriction. APWU does not agree. Case Q11C-4Q-C 11311239.]

Postal Support Employees (PSEs)

3. For purposes of determining percentages of PSE's who may work the window (10% in level 22 and above, 20% in level 21 and below), how are the career retail clerks whose duties include working the window determined?

ANSWER: Any career clerks are counted (both FTR and PTF) whose duty assignments include a position description with window responsibility (e.g., SSA, Lead Clerk Retail, SSDA, etc.) Window duties will not be unnecessarily added to duty assignments solely to circumvent this restriction.

4. What percentage of PSE's is permissible in the International Service Centers (ISC)?

ANSWER: Twenty percent (20%) of career clerks in the facility. Beginning May 23, 2013, the 20% limitation will not apply in accounting periods 2 and 3 (LAX and SFO) and in accounting periods 3 and 4 (MIA, JFK and ORD).

5. If an office has residual vacancies which are not under any Article 12 withholding, must the PSE with the highest standing on the applicable PSE roll be converted to career and assigned?

ANSWER: No. However, in the Clerk and Motor Vehicle (MVS) crafts, PSE's will be permitted to opt for these available residual duty assignments. based on their standing on the applicable PSE roll. Such opting does not create any work hour or work assignment guarantees.

6. What is the term of employment for PSEs?

ANSWER: PSE term of employment is not to exceed 360 days and is based on operational need. There is no intent to separate a PSE for more than 5 days to disallow health benefits.

7. May a PSE work in both Function 4 and Function 1?

ANSWER: Yes. A PSE may be utilized anywhere the PSE is qualified to work. A PSE hired under the retail/customer services (function 4) PSE percentage cap may be used in function 1 and when doing so will not count against the 20% mail processing (function 1) District cap. A PSE hired under the mail processing (function 1) PSE percentage may be used in function 4, but when doing so must be counted against the 20% retail/customer service (function 4) District cap.

8. How will career conversion/hiring be done?

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

9. How does management determine which PSE will be converted to career when such opportunities occur?

ANSWER: PSEs will be converted to career based upon their craft (or in the case of MVS, occupational group) seniority in the installation.

10. Are PSEs eligible for FMLA protected leave?

ANSWER: Yes. PSE's who meet eligibility requirements – employment with the USPS for an accumulated total of 12 months over the past 7 years (including any prior career or non-career service) and have worked a minimum of 1250 hours (including any prior career or non-career service) during the 12 month period immediately preceding the date the leave begins - are eligible for FMLA protected leave.

11. Does changing between crafts alter PSE standing on the roll?

ANSWER: Yes.

12. Can a clerk craft PSE hired in installation "A" be utilized in a different installation when needed?

ANSWER: Yes. However, such utilization should not be to the detriment of PTF clerks available through the HUB clerk MOU and, if utilized in customer service/retail (function 4) the PSE would be subject to the gaining installation's PSE caps for that function. If the gaining office is in a different district, the PSE must be counted against both district's PSE caps.

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

ANSWER: No. Under the 2010 CBA, part-time flexible clerks may only work in Post Offices, level 20 and below. However, there is an exception to this rule. Those PTFs who were previously loaned into level 21 and above offices to supplement their hours pursuant to the Hub Clerk MOU, etc., may continue to be utilized in these same offices and PSEs should not be utilized to their detriment when they are available at the straight time rate for the work hours they have been regularly assigned to in the past.

NTFT's – Conversion of PTFs & PTRs

14. There will no longer be PTF Clerk Craft employees in Post Offices, level 21 and above. On what date will the level of the Post Office be determined and will the level of the office remain the same during the life of the CBA?

ANSWER: Office levels will be determined May 23, 2011. Just as the parties have historically done with 200 man-year offices, while the actual level of the office may change during the life of the 2010 Agreement, the office will continue to be considered the same level it was on May 23, 2011.

Article 12

15. When offices are downsized under the Delivery Unit Optimization (DUO) do clerks who are displaced have the right to follow their work to the gaining installation?

ANSWER: No.

MOU Re: Transfer Opportunities to Minimize Excessing

16. When do the eReassign Transfer Opportunities specified in the "Transfer Opportunities to Minimize Excessing" MOU become available to clerks in an impacted installation?

ANSWER: When APWU is notified of pending excessing of one or more clerks from the craft and/or installation, all clerks in the impacted installation will be notified of their right to apply for transfer to residual vacancies within the District and/or 100 mile geographic radius which will be made available beginning the following month through eReassign for a period of 21 days each month until the event has occurred or been withdrawn.

17. What is the area of consideration for the special opportunity to voluntarily transfer pursuant to the MOU Re: Transfer Opportunities to Minimize Excessing granted in Paragraph #2 of the MOU Re: Minimizing Excessing, lifting the Item 7 restriction regarding withheld residual vacancies?

ANSWER: This applies to posted Clerk vacancies within the District and to posted Clerk vacancies in installations outside the District, but within a one hundred (100) mile geographic radius of the impacted installation, which are determined to be residual after completion of the bidding/assignment process in Article 37.3 and 37.4.

18. How is the radius for excessing limits pursuant to Article 12 and the MOU on Minimizing Excessing calculated?

ANSWER: It is measured by determining the shortest driving distance between the losing installation and the gaining installation. When an installation has multiple facilities, the point of measurement is set at the plant or acknowledged main office in any customer service only installation.

LEAD CLERKS

19. The Employer will fill Lead Clerk duty assignments in any facilities where clerks work without "direct supervision." What is meant by "direct supervision"?

ANSWER: "Direct supervision" means the actual physical presence of a supervisor.

204-B's

20. No later than June 1, 2012, 204-B usage in the Clerk Craft is restricted to "the absence or vacancy of a supervisor for 14 days or more." Is this intended to be 14 calendar days or 14 work days and must they be consecutive days?

ANSWER: It is intended to be a period of 14 or more consecutive calendar days (two weeks or more).

21. Must the same 204-B be utilized for the entire two week period?

ANSWER: No. The 14 day period refers to the absence or vacancy of the supervisor.

22. Beginning June 1, 2012, 204-B's may only be utilized during the absence or vacancy of a supervisor for 14 days or more and this use is limited to no more than 90 days. Could a different 204-B be utilized for a second 90 day period once the first 204-B (or several 204-B's) completed the initial 90 day assignment?

ANSWER: No. The vacancy or absence is normally limited to one 90 day period. Exceptions would only be appropriate in very limited situations (e.g., supervisor on 4 months maternity leave; supervisor on 6 months military leave; or similar situations).

ARTICLE 15

23. Article 15, Section 2, Step 3(c) preserves the right of the parties "to supplement the grievance file with correspondence up to and including arbitration." What, specifically, may be added after the Union's submission of Step 3 additions and corrections and may it be added as late as the arbitration hearing, itself?

ANSWER: This language does not alter the existing obligation of either party to fully develop all arguments and evidence at Step 2 or at Step 3. The language recognizes the parties' mutual obligation to supplement the record with correspondence regarding postponements, intervention invitations, interim awards, etc. The language is not intended for either party to withhold evidence for submission at the latest stages of the process.

24. Does the new language in Article 15, Section 2, Step 3 (b) permitting the parties to "clearly identify those additional facts and/or contentions for consideration and provide any additional relevant documentation to facilitate discussion..." at Step 3 as well as the new language in Article 15, Section 2, Step 3(c) permitting the Union to submit "a written statement setting forth corrections and additions deemed necessary..." after receiving the employer's Step 3 decision, have any applicability to removals or other disciplinary grievances which have been directly appealed to arbitration from Step 2?

ANSWER: No.

25. When do the changes in Article 15, Section 2, Step 3 (b) and (c) take effect? Do these changes impact grievances which were appealed to arbitration before that date?

ANSWER: May 23, 2011. The Article 15 changes for Step 3 do not apply to grievances appealed to arbitration before that date.

26. Where grievances are pending thereon, may the USPS deduct any outstanding debts from the terminal leave or other payroll checks of retiring or separated employees before the grievance/arbitration procedure has been exhausted?

ANSWER: No.

27. May the USPS withhold the terminal leave and/or final payroll check(s) due a retiring or separated employee because that employee still has outstanding debts which are the subject of grievance(s) still pending within the grievance/arbitration procedure?

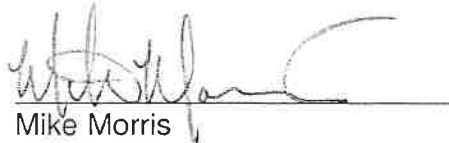
ANSWER: No.

28. Must the terminal leave and/or final payroll check(s) be sent to the employee's address on file in the Employee Master Record?

ANSWER: Not necessarily. Management will promptly distribute such terminal leave and/or final payroll checks according to the written request of the former employee.



Michael A. Mlaker
Manager, Field Labor Relations
United States Postal Service
AFL-CIO



Mike Morris
Director, Industrial Relations
American Postal Workers Union,

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