

# All About NTFT's

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**NTFT MOU**

**+**

**Overtime Rules**

## **NON-TRADITIONAL FULL-TIME (NTFT) DUTY ASSIGNMENTS**

The parties agree to the following rules concerning Non-Traditional Full-Time (NTFT) duty assignments:

- No Clerk or MVS employee who at the signing of this Agreement, has a full-time regular work schedule of 40 hours a week will be involuntarily reassigned to occupy a NTFT duty assignment of less than 40 hours a week. However, such employees may be reassigned to occupy a NTFT duty assignment of 40-44 hours a week, so long as those assignments have at least two (2) scheduled off days, with no scheduled work days of less than six (6) hours or more than ten (10) hours. All other employees, including current PTRs, PTFs, and any career employees hired after the signing of this Agreement, may be assigned to any residual NTFT duty assignment in accordance with Articles 37 or 39, respectively.
- Effective 6 months from the signing date of the 2010 National Agreement, full-time career clerk craft and motor vehicle craft 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.
- There will no longer be Part-Time Flexible (PTF) employees working in Function 1 or in post offices Level 21 and above.
- Part-Time Flexible (PTF) employees may work in Function 4 offices level 20 and below. Offices, level 20 and below, remain subject to the Article 7.3.B obligations to maximize the number of full-time employees and minimize the number of part-time flexible employees who have no fixed work schedules.
- There will no longer be Part-Time Regular (PTR) employees in the clerk craft.
- There will no longer be Part-Time Regular (PTR) and Part-Time Flexible (PTF) employees in the motor vehicle craft. Management may create Flexible Non- Traditional Duty assignments to replace PTR and PTF duty assignments.
- Employees 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 days off, unless otherwise agreed to by the parties at the local level. For employees occupying NTFT duty assignments, if the NTFT schedule has 3 or more scheduled days off, at least 2 must be consecutive.
- In Function 1, no more than 50% of all duty assignments in the facility may be NTFT duty assignments of 30-48 hours, unless otherwise agreed to by the parties at the local level.
- In Function 4, Management may create as many clerk NTFT duty assignments of 30-48 hours in a facility as is operationally necessary.
- In Function 4, in offices with no employees working in NTFT duty assignments, at least 25% of employees will have consecutive days off. However, if there are employees working in NTFT duty assignments, and a NTFT schedule has 3 or more scheduled days off, at least 2 must be consecutive.
- Non-traditional full-time assignments will have no more than 1 hour lunch. Exception: in Post Offices (level 20 and below) where necessary to accommodate the conversion of PTFs to full-time status, split shifts will be permissible.
- NTFT assignments of more than nine (9) hours in a service day shall include a 3rd break excluding lunch.

- These NTFT employees will normally work the number of hours (daily and/or weekly) identified in their bid assignment, except in an emergency. These employees are entitled to out of schedule premium for hours worked outside their normal schedule.

- Full-Time Flexible Clerk Craft non-traditional assignments [10% of full-time assignments, but at least one (1) in any installation] may be created and utilized in retail (Function 4) operations and to cover vacancies and absences subject to negotiated rules. The start-times and off-days of flexible non-traditional full-time assignments may be changed from week-to-week without out-of-schedule obligations, subject to a Wednesday of the prior week notification. Weekly and daily guarantees will remain unchanged.

- When an occupied traditional clerk FTR duty assignment is reposted as a nontraditional full-time assignment, all duty assignments in that section or station/branch currently occupied by employees junior to the incumbent in that assignment will also be reposted for in-section bidding.

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

- Excessed employee with retreat rights (under 12.5.C.4 or 12.5.C.5) may decline the opportunity to retreat to non-traditional full-time assignment without relinquishing the right to retreat to posted traditional full-time regular duty assignments.

- Article 37.3.A.4.(c) will be amended to add (5) and (6) to read as follows:

(5) Any occupied traditional full-time regular duty assignment which is converted to a non-traditional full-time assignment shall be reposted. Any occupied non-traditional full-time regular duty assignment which is converted to a traditional full-time assignment shall be reposted.

(6) When the total hours in the workweek of a nontraditional full-time assignment are changed the assignment shall be reposted.

- Add to 37.3.A.1:

Every effort will be made to create desirable duty assignments from all available work hours for career employees to bid.

- At the National Level, the APWU and Postal Service will oversee implementation of non-traditional staffing and assignments through regular bi-monthly meetings. Meetings may occur more frequently if needed.

- Before implementing any new non-traditional assignments the local union will have the opportunity to review, comment, make suggestions and propose alternatives.

- Should concerns or disputes about non-traditional assignments arise, the local union will refer them to the appropriate APWU National Business Agent who may meet with local, District, or Area management as appropriate. Any unresolved issues will be forwarded to the National Level.

- Any concerns or disputes regarding non-traditional staffing and assignments will not be pursued through the normal grievance procedure. Such issues will be processed through ADRP with an opportunity for discussion with operations management at the local level, District, Area, and National Level. If any disputes arise and remain unresolved after such reviews, the National APWU may appeal the dispute to the appropriate arbitration docket.

## OVERTIME RULES FOR NON-TRADITIONAL FULL-TIME (NTFT) DUTY ASSIGNMENTS

- Effective 6 months from the date of the 2010 National agreement, full-time career clerk craft and motor vehicle craft 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. 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).
- Overtime built into a non-traditional full-time assignment (exceeding 40 hours in a week) will be FLSA overtime and not subject to Article 8.5, OTDL, or LMOU scheduling rules.
- The exception to requiring employees in NTFT duty assignments to work overtime will be that Holiday scheduling is accomplished under Article 11 and the LMOU pecking order.
- Employees in NTFT duty assignments will be eligible to sign the Overtime Desired List(s).
- These NTFT employees will receive postal overtime for work performed beyond eight (8) hours on any day where their normal schedule is eight (8) hours or less.
- If these employee's normal schedule is longer than eight (8) hours on any day, they will receive postal overtime only when they exceed their normal schedule for that day. (For example, an employee's normal schedule is ten (10) hours on a given day, but the employee works eleven (11) hours on that day. Only the last hour would be subject to postal overtime.)
- For employees in NTFT duty assignments with normal schedules of forty (40) hours or less they will receive postal overtime when in a pay status for more than forty (40) hours in a service week. For employees with normal schedules in excess of forty (40) hours per week they will receive postal overtime when in a pay status for more than the normal weekly scheduled hours.
- These employees will be guaranteed 8 hours on any non-scheduled day.
- These employees will receive penalty overtime for all hours:
  - For daily schedules of ten (10) or less hours, penalty overtime is paid for hours over ten (10) in a pay status;
  - For daily schedules exceeding ten (10) hours, penalty overtime is not paid until hours in a pay status exceed the scheduled hours;
  - For the first non-scheduled day an employee works in a service week, penalty overtime is paid for time in a pay status exceeding eight (8) hours;
  - Should an employee work a second, third, or fourth non-scheduled day in a service week, penalty overtime is paid for those hours in a pay status;
  - After an employee has worked overtime on four (4) days in a service week, penalty overtime will be paid for any subsequent hours exceeding the daily or weekly scheduled hours.
- These NTFT employees will be subject to the 10, 12, 56 and 60 hour limitations. [Exception: employees whose normal daily schedule exceeded ten (10) hours would be exempt from the 10 hour limitation for that day.]

**June 28, 2011**

**Q&As**

## 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.

  
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Date: June 28, 2011

**October 6, 2011**

**Q&As**

## **Non-Traditional Full-Time (NTFT) 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.

### **NTFT's – Posting, Bidding and Assignments**

1. May employees who were in a FT status at the signing of the agreement but have subsequently bid to a NTFT duty assignment of less than 40 hours or more than 44 hours per week, and thereafter become unassigned, be involuntarily reassigned to a NTFT assignment of less than a 40-hour work week?

ANSWER: No.

2. Will NTFT duty assignments have different hours in the first week of a pay period than in the second?

ANSWER: No. However, NTFT Flexible Clerk Craft duty assignments may be changed from week to week without out-of-schedule obligations, subject to a Wednesday of the prior week notification. These duty assignments may be created and utilized in retail (Function 4) operations to cover vacancies and absences, and are limited to 10% of the full-time assignments. Additionally, MVS NTFT Flexible duty assignments may be created to replace PTF and PTR duty assignments.

3. Can a FTR (who was FT at the signing of the 2010 CBA) steward's super-seniority rights be satisfied by offering the steward a NTFT assignment of less than 40 hours or more than 44 hours/week?

ANSWER: No.

4. Under Article 12.5.C.5.(a).5 an APWU represented employee who is excessed into a non-APWU represented craft within the installation shall be returned to the craft from which reassigned at the first opportunity. What happens if the "first opportunity" is to a NTFT duty assignment with less than 40 hours/week or more than 44 hours?

ANSWER: The employee will still be returned to their APWU represented craft. However, if the employee declines to accept the NTFT duty assignment, they will become unencumbered (unassigned) with a "traditional" schedule.

5. Disputes or concerns regarding initial NTFT staffing and assignments are to be pursued through ADRP and not through the normal grievance procedure. Is this alternative intended for the start-up of the NTFT assignment procedures or will any disputes regarding NTFT jobs be forever banned from the grievance procedure?

ANSWER: The intent of the ADRP process was to facilitate the start-up of the NTFT assignment procedures. Once the initial NTFT staffing process is completed the specified ADRP process will be phased out and these issues will be resolved in the Article 15 grievance procedure.

## **NTFT's – Leave**

6. How will employees in NTFT duty assignments earn or accrue annual leave?

ANSWER: Employees in NTFT assignments with a regular schedule of 40 or more hours per week will receive an advance of annual leave equal to the maximum for their leave category. The employee will not receive additional annual leave credit for work hours in excess of 40 hours per week and excess hours will not be tracked as potential leave credit hours.

Employees in NTFT assignments with a weekly schedule of less than 40 hours per week will receive a pro-rated advance of annual leave in the same manner as a PTR per ELM Exhibit 512.312. For paid hours (for hours worked and paid leave, not including donated leave) in excess of their scheduled amount, the employee will receive additional annual leave credit up to the maximum credit allowable for their leave category within the pay period. Excess hours that do not produce additional leave credit within the pay period will be tracked as potential leave credit hours and may produce additional leave credit in a future pay period as long as the total leave earned to date does not exceed the maximum allowed for a full-time employee.

7. How will employees in NTFT duty assignments accrue sick leave?

ANSWER: Employees in NTFT duty assignments, with regular schedules of forty (40) hours per week or more, accrue 4 hours sick leave for each full biweekly pay period – that is., 13 days (104 hours) per 26 period leave year. Employees in NTFT

duty assignments with regular schedules of less than forty (40) hours per week will accrue sick leave at a rate of one (1) hour for each unit of twenty (20) hours in a pay status up to 104 hours (13 days) per 26-period leave year. For example, an employee with a 30 hour a week work schedule will receive 3 hours sick leave each pay period. For paid hours (for hours worked and paid leave, not including donated leave) in excess of their scheduled amount, the employee with regular schedules of less than forty (40) hours per week will receive additional sick leave credit up to the maximum credit allowed for a full-time employee (up to (104 hours [13 days] per 26-period leave year). Excess hours that do not produce additional leave hours within the pay period will be tracked and may produce additional sick leave hours in a future pay period as long as the total leave earned to date does not exceed the maximum allowed (up to 104 hours [13 days] per 26-period leave year).

8. When using annual leave, how much leave per day will the employee in a NTFT duty assignment be charged?

ANSWER: The employee in a NTFT duty assignment will be charged leave for the amount equal to the work hours of their regular daily scheduled hours (e.g. 6 hours for a 6-hour scheduled work day) or for the balance of their scheduled hours for part-tour leave. Employees in NTFT duty assignments will be subject to the same leave regulations as all other career employees with regard to the substitution of LWOP in lieu of annual leave. However, employees in NTFT duty assignments may elect at their option to utilize LWOP in lieu of annual leave for any hours in excess of forty (40) hours in a service week.

9. When using sick leave, how much sick leave per day will the employee in a NTFT duty assignment be charged?

ANSWER: The employee in a NTFT duty assignment will be charged sick leave for the amount equal to work hours of their regular daily scheduled hours (e.g. 6 hours for a 6-hour scheduled work day) or the number of scheduled hours remaining if the need for leave occurs after the start of their tour. Employees in NTFT duty assignments will be subject to the same leave regulations as all other career employees with regard to the substitution of LWOP or annual leave in lieu of sick leave. However, employees in NTFT duty assignments may elect at their option to utilize LWOP in lieu of sick leave for any hours in excess of forty (40) hours in a service week.

10. What happens to the annual leave which has been advanced to an employee in a NTFT duty assignment when they bid or are reassigned to/from traditional full-time assignments or to NTFT assignment with a different scheduled work hour total per week?

ANSWER: They will have their advanced annual leave amount adjusted to reflect the advanced leave policy for their position of record.

11. What impact will being in LWOP status have on a NTFT duty assignment employee's annual leave credit?

ANSWER: When during the leave year, an employee's absence, including that on an employee in a NTFT duty assignment, in a non-pay status totals the equivalent of



one pay period of regular service, credit for leave is reduced by the amount of leave earned by the employee in a pay period.

12. How does a NTFT duty assignment employee's schedule affect court leave?

ANSWER: An employee in a NTFT assignment will receive court leave up to his or her scheduled hours for the day. An employee in a NTFT assignment scheduled for more than 8 hours in a service day may have paid court leave and postal duty in excess of 8 hours up to the employee's regular schedule.

13. Is an employee in a NTFT duty assignment eligible to receive Administrative Leave?

ANSWER: Yes.

14. Are employees in NTFT duty assignments eligible for Military Leave?

ANSWER: Yes. An employee in a NTFT assignment with a weekly schedule of 40 or more hours/week receives 120 hours of military leave each fiscal year. An employee in a NTFT duty assignment with a weekly schedule of less than 40 hours/week will receive a pro-rated amount of military leave each fiscal year. That pro-rated amount may be increased if there is an increased weekly schedule. However, if the employee moves to an assignment scheduled for fewer hours in the pay period, there is no change in the military leave for the current fiscal year.

15. How much FMLA protected leave are eligible employees in NTFT duty assignments authorized?

ANSWER: Eligible employees in NTFT duty assignments are entitled to 12 workweeks of protected FMLA leave each year.

16. How will LWOP usage by employees in NTFT duty assignments impact the waiting period for contractual step increases?

ANSWER: For the purpose of LWOP accrual towards step deferral:

As per current policy, only whole days of LWOP are counted. Fractional days on which the employee has work hours or paid leave and takes LWOP are not counted in calculating the total LWOP. (ELM 422.133)

1 day equals the number of hours in normal daily schedule on the day in which LWOP is taken. 1 week equals the number of hours in employee's normal weekly schedule (30 – 48). For periods of LWOP that encompass an entire pay period, the total number of hours in the employee's regular schedule for that pay period will be charged.

As per current policy, step deferral calculation is made each pay period based on the prior pay period Step Increase LWOP balance and total hours for employee's normal weekly schedule in the current pay period.

All other provisions of ELM 422.133 will apply.

## **NTFT's – Holidays**

17. How are employees in NTFT duty assignments who are required to work on a holiday or designated holiday compensated?

ANSWER: Employees in NTFT duty assignments scheduled for eight or more hours who work on their holiday or designated holiday will receive straight time pay for any hours worked up to their normal schedule for that day. They will be paid postal overtime for any hours in excess of their normal schedule. Employees in NTFT duty assignments normally scheduled for less than eight hours on the holiday or designated holiday will only be required to work beyond their normal schedule in an emergency and will be compensated with out of schedule premium for such hours up to eight hours in the day. They will be paid postal overtime for any hours in excess of eight hours in the day.

18. May employees in NTFT duty assignments who work their holiday or designated holiday elect to have their annual leave balance credited with up to eight (8) hours of annual leave credit (equal to the number of hours of holiday leave pay received) in lieu of holiday leave pay?

ANSWER: Yes.

19. How many hours of holiday pay will employees in NTFT duty assignments receive?

ANSWER: Employees in NTFT duty assignments receive eight (8) hours of holiday pay at the employee's base hour straight time rate on the holiday or day designated as their holiday. To be eligible for holiday pay, an employee must be in a pay status the last hour of the employee's last scheduled workday prior to or the first hour of the employee's first scheduled workday after the holiday.

20. In what category are employees in NTFT duty assignments on the holiday work schedule?

ANSWER: As full-time employees, they will be subject to the LMOU pecking order. Employees in NTFT duty assignments working their holiday or designated holiday will be scheduled for the number of hours they normally work. Employees in NTFT duty assignments working on their off day will be scheduled for 8 hours.

### **MVS Questions & Answers**

21. Can MVS Career employees have split days off?

ANSWER: Employees occupying FTR duty assignments 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 days off, unless otherwise agreed to by the parties at the local level.

22. Do holddowns still exist?

ANSWER: Yes, but only unassigned full-time and Full-Time Flexible employees (not employees occupying NTFT Flexible duty assignments) that are not on holddowns currently may bid on duty assignments that are vacant for 10 or more days; in accordance with the provisions outlined in Article 39.1.J. The holddown process occurs before PSEs may opt on a vacant duty assignment.

23. Can employees in NTFT duty assignments have more than a one hour lunch or "split shift?"

ANSWER: No, except in level 20 and below Post Offices.

24. How is a NTFT Flexible duty assignment created?

ANSWER: NTFT Flexible duty assignments may be created when a PTF or PTR is converted to Full-Time. It is created in the same Occupational group as the PTF or PTR was converted from. The number of NTFT Flexible duty assignments cannot exceed the number of PTFs and PTRs that were converted in that occupational group and installation.

25. Can Flexible duty assignments (both Traditional Full-Time Flexible and NTFT) schedules be changed?

ANSWER: Yes, if the schedule is to be changed it must be done on the proceeding Wednesday and the total hours and daily hours must remain the same, but start times and days off can be changed.

26. Can traditional FTR duty assignments be reposted as NTFT duty assignments?

ANSWER: Yes, but only if operationally necessary and after notification and input from the Local President and MVS Director. Before the NTFT duty assignment is posted the Local Union will have the opportunity to review, make comments, make suggestions and propose alternatives.

27. Can MVS employees who were converted from either PTFs or PTRs at the signing of the 2010 agreement bid on Traditional duty assignments?

ANSWER: Yes. Employees who were not full-time at the signing of the 2010 agreement may bid on any duty assignment that they are qualified for that is posted for bid in the Motor Vehicle Craft.

28. Can the wages for PSEs be adjusted at the Local level?

ANSWER: No adjustment of wages can only be done at the national level.

29. During the once a year bid can management abolish traditional duty assignments?

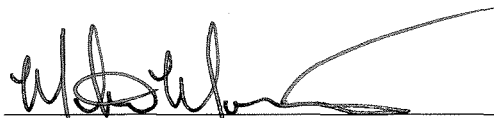
ANSWER: The once a year bidding process was not intended nor should it be used as a procedure to abolish occupied duty assignments. (Pat McGee letter reissued by Peter Sgro on 10-1-1993).

30. Are MVS PSE's subject to DOT physicals and Drug tests?

ANSWER: All MVS employees that perform a safety sensitive position are required to have the same DOT physicals and are subject to the same DOT drug testing rules.



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Date: October 6, 2011

**October 20, 2011**

**Q&As**



## 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?

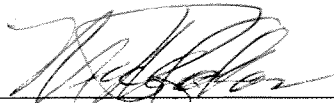
ANSWER: No.

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?

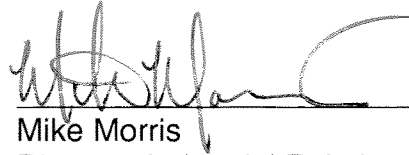
ANSWER: No.

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.



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October 20, 2011

# **CBA**

## **Effective Dates**



*November 2010- May 2015 Contract Effective Dates (By Date)*

2010 – 2015 National Agreement Articles/MOU's	Contract Language	Effective Date
Article 38, Section 5.8.C	<p><b>PER Ranking for RMSS eligible ratings:</b></p> <p>“The employer will convert all employees achieved scores into banded scores as indicated below and all employees who are determined to be eligible under the Revamped Maintenance Selection System shall be ranked on the appropriate PER by their banded score. All Achieved scores within a listed band will be considered as a tie (or the same score) for all successful applicants with each specific band”</p>	6/1/09
Article 38, Section 5.D	<p><b>Promotion Eligibility Update:</b></p> <p><b>Employees under the Revamped Maintenance Selection System shall be permitted to update by retaking the incraft RMSS process no earlier than 120 days from the generation of their last MSS rating. This is applicable to both eligible and ineligible ratings obtained under any current or previous MSS process. Upon such employee update request the employer shall have thirty-seven (37) days to complete the process including notification of the result to the employee</b></p>	6/1/09
Article 1.6 MOU	<p align="center"><b>Q06C-4Q-C 10005587 Global Settlement</b></p> <p>The parties agree that grievance Q06C-4Q-C 10005587 will be resolved effective with the signing of this settlement. The parties further understand that any cases held in abeyance pending the outcome of this case will be affected by this settlement. Those cases will be returned to the level they were held for further processing.</p>	11/21/2010
Motor Vehicle Craft Jobs	<p align="center"><b>Motor Vehicle Services</b></p> <p>The Postal Service will provide each individual HCR contract to the APWU upon ratification</p>	5/11/2011
Article 1.3 – Facility Exclusions	Work performed by bargaining unit employees as of [the effective date of this agreement] will not be covered by the facility exclusion solely due to moving the work into an excluded facility.	5/23/11
	In the <b>Maintenance Craft</b> the total number of PSEs used within a District will not exceed 10% of the total number of career	5/23/2011

## *November 2010- May 2015 Contract Effective Dates (By Date)*

2010 – 2015 National Agreement Articles/MOU's	Contract Language	Effective Date
	maintenance craft employees within that District	
Non-Traditional Full-Time (NTFT)Duty Assignment MOU	No Clerk or MVS employee who at the signing of this Agreement, has a full time regular work schedule of 40 hours a week will be involuntarily reassigned to occupy a NTFT duty assignment of less than 40 hours a week. However, such employees may be reassigned to occupy a NTFT duty assignments of 40-44 hours a week, so long as those assignments have at least two (2) scheduled off days, with no scheduled work days of less than six (6) hours or more than ten (10) hours. All other employees, including current PTR's, PTF's and any career employees hired after the signing of this Agreement may be assigned to any residual NTFT duty assignment in accordance with Articles 37 or 39, respectively.	5/23/2011
	All other employees, including current PTR's, PTF's, and any career employees hired after the signing of this agreement, may be assigned to any residual NTFT duty <b>assignment</b> in accordance with Articles 37 or 39, respectively.	5/23/2011
	At the national Level, the APWU and Postal Service will oversee implementation of non-traditional staffing and assignments through regular bi-monthly meetings. Meetings may occur more frequently if needed.	5/23/2011
Postal Support Employee MOU	The hourly rates for PSEs on the effective date of this agreement	5/23/2011
Article 13	<p style="text-align: center;"><b>Rehabilitation issues</b></p> <p>The parties have been unable to agree as to Temporary Assignment, Reassignment or Reemployment in APWU Represented Crafts of Employees Injured on or off duty or employees with job related illnesses. Accordingly, the parties agree as follows:</p> <p>The Parties will submit to the Department of Justice's Office of Legal Counsel proposed language concerning a possible resolution of the above dispute. In the event the Department of Justice either determines that the language does not comply with applicable law or declines issue any determination, the parties</p>	5/23/2011

## *November 2010- May 2015 Contract Effective Dates (By Date)*

2010 – 2015 National Agreement Articles/MOU's	Contract Language	Effective Date
	agree to submit to interest arbitration the dispute concerning the temporary assignment, reassignment or reemployment in APWU represented crafts of employees injured on duty or employees with job related illnesses. The parties will, immediately upon the signing of this Agreement, begin to select a neutral arbitrator and to develop the procedures and processes for such an interest arbitration.	
Article 14, Section 3	To support this process the Employer shall establish a fund of \$500,000.00 within ninety (90) days of the effective date of this Agreement. In January 2011 and 2012 the Employer will replenish the fund to its original amount.	5/23/2011
Minimizing Excessing MOU	“There are several steps required by the USPS in the MOU.” If a need still exists to reassign employees who have been notified of pending excessing after the steps above have been taken, such employees given notice of reassignment pursuant to Article 12 prior to the effective date of this Agreement may be reassigned.	5/23/2011
PTF Clerk Reassignment Opportunities MOU	All part-time flexible (PTF) clerk craft employees on the rolls on the effective date of this National Agreement who have completed their probationary period in installations with less than 100 career clerk craft employees will be given an opportunity to be reassigned to offices with 100 or more career clerk craft employees.	5/23/2011
Letter of Warning (Low) Purge MOU	The parties agree that there will be a one-time purge of Official Disciplinary Letter of Warning from the personnel folders of all employees represented by the American Postal Workers Union, AFL-CIO. To qualify to be purged, a Letter of Warning must meet the following conditions: <ol style="list-style-type: none"> <li>1. An issue date prior to the effective date of the 2010 National Agreement between the parties;</li> <li>2. The letter of Warning has been in effect for 6 months and has not been cited as an element of prior discipline in any subsequent disciplinary action;</li> <li>3. The Letter of Warning was not issue in lieu of a suspension or a removal action.</li> <li>4. All Grievances associated with any discipline purged as a</li> </ol>	5/23/2011

## *November 2010- May 2015 Contract Effective Dates (By Date)*

2010 – 2015 National Agreement Articles/MOU's	Contract Language	Effective Date
	result of this Memorandum shall be withdrawn.	
Article 38 Section 1	The Employer will furnish to the Union at the national level copies of key and standard positions including qualification standards in the Maintenance Craft.	5/23/2011
Article 38, Section 3J	Seniority for Breaking Ties When it is necessary to determine the seniority ranking for two or more employees in the Maintenance Craft, the following shall be used to break any tie that might exist.	5/23/2011
Article 38, Section 4.A.2	Combined Article 384.A.2 and 3 together	5/23/2011
Article 38, Section 4.A.3	If the current approved staffing package no longer supports continuation of a vacant duty assignment(s) that duty assignment may be reverted, provided it is not being withheld. The union will be notified within 10 days advising of the date of the reversion(s) and the reasons therefore.	5/23/2011
Article 38, Section 4.C	Duty Assignment(s) identified for reversion or change (the bidding process will stop when one of the identified duty assignments is vacate).	5/23/2011
Article 38, Section 5.B.2	All positions in the Maintenance craft shall be filled on the basis of seniority (senior qualified using installation seniority) in accordance with the procedures established in Section 5, Article 38.	5/23/2011
Article 38, Section 5.B.5	Eliminated the “breaks” during the fill process:  “To fill a vacant duty assignment a notice of intent will be posted to fill the vacancy and all residual vacancies using the preferred assignment eligibility registers and/or promotion eligibility registers, as necessary.”	5/23/2011
Article 38, Section 7.B	Eliminated “special qualifications” as determining factor for Overtime selection. <b>An Overtime desired list in the Maintenance Craft shall be established for each occupational group and level.</b>	5/23/2011
Article 38, Section 7.D	<b>Full-time regular and Part-time Regular Maintenance Craft employees are entitled to bid o the positions of Examination</b>	5/23/2011

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2010 – 2015 National Agreement Articles/MOU's	Contract Language	Effective Date
	<b>Specialist SP 2-188 and Vehicle Operations-Maintenance Assistant SP 2-195</b>	
Article 38, Section 7.E	<p>Clarified the confusion regarding the time frame an employee must return from an EAS detail in order to bid and/or loss their Preferred Duty Assignment.</p> <p><b>An employee detailed to a non-bargaining unit position must return to the craft for a minimum of one continuous pay period to prevent circumvention of the intent of this provision. In the instance of the first paragraph, the circumvention provision must be met prior to the date of posting the award notice of successful applicant. In the instance of the second paragraph, this circumvention provision must begin prior to the end of four (4) months.</b></p>	5/23/2011
	<p><b>Stations and Branches-</b></p> <p>Current custodial staffing at stations, branches and other facilities within the installation will be combined to determine the total custodial staffing of each installation.</p> <p>New duty assignments created from insourcing contracted work as described in paragraph 1.b will be posted by Notice of Intent and filled in accordance with Article 38.</p> <p>Current career custodial employees within the District of the vacancy resulting from work identified in paragraph 1.b will be filled.</p> <p>Will not count against the 10% PSE Cap</p>	5/23/2011
	Maintenance PSEs will be considered as accruing Maintenance Craft Service Seniority within the category of PSE from their original date of employment.	5/23/2011
Maintenance PSE Usage	Total number of PSEs used within a District will not exceed 10% of the total number of career maintenance craft employees within that District.	5/23/11

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	No more than half of the PSEs in the Maintenance Craft will work in maintenance-capable offices.	
Joint Audit of Contractor Work	Conduct a joint audit of Maintenance work currently performed by contractors to identify duties that can be assigned to the Maintenance Craft, where it is efficient and cost effective.	5/23/2011
Bargaining Unit Positions	The Employer will provide 60 administrative and technical duty assignments to the Maintenance Craft bargaining unit.	5/23/2011
Article 32 JCIM Q&As	<p>1. Does the language in the Article 32 MOU (Re: Contracting and in sourcing of Contracted Services) mean that if work can be contracted for less that it must be contracted?</p> <p>Answer: No. Where based on a fair comparison a proposed contracted operation costs less than an in-house operation, the considerations in Article 32.1 and other contractual provisions, manuals and handbooks still apply and may require and certainly allow a decision not to contract.</p>	5/23/2011
Consideration of National Outsourcing Initiatives	The parties agree that it is in the best interest to meet and discuss national outsourcing initiatives at an early stage of the process.	5/23/2011
Subcontracting Cleaning Services	<p>Eliminated Cleaning Service Subcontracting within an Installation by combining all square footage of all buildings.</p> <p>Eliminated language which permitted previous cleaning service contracts to be continued.</p>	5/23/11
	<p style="text-align: center;"><b>Audit of EAS Jobs</b></p> <p>The parties shall meet within 30 days of the execution of this Agreement to review the audits and career position descriptions.</p>	6/22/2011
	<p style="text-align: center;"><b>Audit EAS Jobs</b></p> <p>The parties shall meet within 30 days of the execution of this agreement to review the audits and career position descriptions.</p>	6/22/2011
Excessing by Seniority Task Force MOU (Clerk Craft)	This Joint Task Force shall begin meeting no later than 30 days from the signing of this agreement. At the discretion of the task	6/22/2011

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2010 – 2015 National Agreement Articles/MOU's	Contract Language	Effective Date
	force, language and/or Questions and Answers (Q&A's) may be developed to further the implementation of any agreed-upon process of excessing from the craft or installation by Clerk Craft Seniority. <b>This language or these Q&amp;A's shall be developed no later than by August 30, 2011.</b>	
Non-Traditional Work Schedule Task Force MOU	To further this effort, the parties agree to establish a national joint task force to discuss opportunities for the creation of these non-traditional duty assignments. This joint task force shall begin meeting no later than 30 days from the signing of this Agreement. At the discretion of the task force, pilots or trial programs may be authorized to test these non-traditional schedules at facilities and in operations designated by the parties. These programs should be initiated no later than by June 2011. At the conclusion of these trial programs and tests, but no later than by August 30, 2011, the parties will meet to determine whether such test should be continued, expanded, or implemented in whole or part, or terminated at the request of either party.	6/22/2011
Audit of EAS Jobs	The <b>Employer</b> shall conduct an audit to determine non-supervisory and administrative duties currently performed by EAS positions within Maintenance that may be returned to the APWU bargaining unit.  The parties shall meet within 30 days of the execution of this Agreement to review the audits and career position descriptions.	6/23/2011
Function Four Flexibility MOU	To further this effort, the parties agree to establish a national joint task force to explore and consider these opportunities. At the discretion of the task force, pilots or trial programs may be authorized to test these concepts at facilities and in operations designated by the parties. These programs should be initiated no later than June 2011. At the conclusion of trial program and tests, but no later than August 2012, the parties will meet to decide whether such test should be continued, expanded, or implemented in whole or in part, or terminated at the request of either party.	6/30/2011

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2010 – 2015 National Agreement Articles/MOU's	Contract Language	Effective Date
Position Description Delivery/Sales Service & Distribution Associate, PS-06 MOU	The Employer agrees to establish the position of Delivery/Sales Services and Distribution Associate, Standard Position X-XX. PS-6, to be filled by the senior-qualified bidder in the clerk craft. The Delivery/Sales Services and Distribution Associate position will contain the existing duties and responsibilities of Sales Services and Distribution Associate, PS-6 and Clerk/Special Delivery Messenger, PS-6. The Postal Service agrees to implement this combined position description by July 2, 2011.	7/2/2011
Non-Traditional Full-Time Employee (NTFT)MOU	Posting of NTFT Duty Assignments Note: The process should begin by this date. It will be rolled out from HQ with local opportunity for input so it will be a gradual process.	7/23/2011
Local Implementation MOU (Article 30.B)	The 30 consecutive day period for 2010 local implementation will commence on August 1, 2011 and terminate on September 30, 2011.	8/1/2011
Pilot Grievance-Arbitration Procedures MOU	The parties agree to meet within 90 days from the signing of the National Agreement to jointly develop and pilot new grievance/arbitration procedures designed to effectively ensure local contract compliance improved the labor climate and foster more professional relationships.	8/21/2011
HRSSC MOU	The parties agree that it is in their mutual best interest to resolve continuing issues with posting and bidding which have developed through the implementation of computerized bidding through the Human Resources Shared Services Center (HRSSC). To further this effort, the parties agree to meet at the headquarters level within ninety (90) days after the signing of this agreement to discuss these matters and explore opportunities for resolution.	8/21/2011
Article 7.1.A	Conversion of PTR/PTF to Full-Time	8/23/11
Postal Support Employee MOU	The <b>transitional employee and casual</b> category of supplemental employees will be eliminated within three (3) months of the	8/23/2011



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	effective date of this agreement	
	There will no longer be Part-Time Flexible (PTF) employees working in Function 1 or in post offices Level 21 and above.	8/23/2011
	There will no longer be Part-Time Regular (PTR) employees in the clerk craft	8/23/2011
	There will no longer be Part-Time Regular (PTR) and Part-Time Flexible (PTF) employees in the motor vehicle craft.	8/23/2011
	Effective 6 months from the signing date of the 2010 National Agreement, full-time career clerk craft and motor vehicle craft 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.	11/23/2011
OT Rules for Non-Traditional Full-Time (NTFT) Duty Assignments MOU	Effective 6 months from the date of the 2010 National agreement, full-time career clerk craft and motor vehicle craft 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. 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).	11/23/2011
	<p style="text-align: center;"><b>Lead Clerk</b></p> <p>In order to ensure the orderly establishment of the new Lead Clerk Position, the Employer will have 1 year from the signing of this memorandum to develop the Lead Clerk senior qualified job descriptions and any training program that may be necessary, post and fill the positions and complete any other relevant activities.</p>	5/23/2012
	<p style="text-align: center;"><b>MTSC Help Desk</b></p> <p>The tier 1 duties currently performed by contract help desk call agents at the Maintenance Technical Support Center (MTSC) shall be assigned to Maintenance Craft employees current vendor <b>contract expires</b> but no later than one (1) year as the from signing this MOU.</p>	5/23/2012

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	<p style="text-align: center;"><b>204B</b></p> <p>Not later than June 1, 2012, the Employer will eliminate the usage of 204-B's except in the absence or vacancy of a supervisor for 14 days or more. The usage of a 204-B in this exception is limited to no more than 90 days</p>	6/1/2012
Article 9, Section 1	1% Wage Increase of basic annual salary in effect on August 28, 2010.	11/17/2012
Article 9, Section 3C-COLA	January 2012 Index	1/2013
	January 2013 Index	1/2013
Clerk Craft Jobs MOU	<p style="text-align: center;"><b>Corporate Call Center Staffing</b></p> <p>All corporate Call Center locations shall be staffed by Clerk Craft employees no later than two (2) years from the ratification of the 2010 National Agreement. The Employer shall staff Call Center locations with no fewer than a total of 1,100 Clerk Craft duty assignments during the term of the 2010 agreement. These duty assignments will be filled by a mix of 70% career and 30% rehabilitation status employees. Each call center location shall become part of the bid cluster for the nearest postal installation. The appropriate administrative process will be followed by the Employer during the transition.</p>	5/11/2013
Article 7.1.B.3 Postal Support Employees (PSEs) and PSE MOU	In the <b>Clerk Craft</b> , 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.	5/23/2013
	In the <b>Motor Vehicle Craft</b> , the total number of PSE, the total number of PSEs used within a District will not exceed 10% of the total number of career motor vehicle craft employees within that District except in accounting periods 3 and 4, beginning two (2) years from the effective date of the contract	5/23/2013
Maintenance Craft Jobs MOU	<p style="text-align: center;"><b>Custodial</b></p> <p>Custodial duties currently performed by contractors in 1,500</p>	5/23/2013

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	designated Post Offices will be assigned to Maintenance Craft Postal Support Employees (PSEs). The 1, 500 duty assignments will be added to the Maintenance Craft as each current vendor <b>contract expires</b> , but no later than two (2) years from signing this MOU and provided the work can be performed by maintenance craft employees at a cost equal to the cost of the contract service.	
	July 2012 Index	7/2013
	July 2013 Index	7/2013
	1.5% Wage Increase of basic annual salary in effect on August 28, 2010	11/16/2013
	January 2014 Index	1/2014
	1% Wage Increase of basic annual salary in effect on August 28, 2010	11/15/2014
	January 2015 index	1/2015
Article 1.2 MOU	"The Employer shall identify all new non-managerial and non-supervisory work and assign such work at the national level to the national craft unit most appropriate for the performance of such work within thirty (30) days of having done so."	Within 30 days after the creation of the new position
Career Employees in Remote Encoding Centers MOU	The percentage of career bargaining unit employees in Remote Encoding Centers shall be increased to 50% by adding 20% full time flexible assignments. Pursuant to MOU Re: Maximization/Full-time Flexible APWU, these assignments will have flexible reporting times, flexible nonscheduled days and flexible reporting locations within the center, depending upon operational requirements as established on the preceding Wednesday. The conversion of current Transitional Employee to career status shall be in accordance with the terms of the new salary structure in the 2010 National Agreement.	Headquarters Level By Separate Agreement
Article 21, section 1.B	The adjustment begins on the effective date determined by the Office of Personnel Management in January 2012. Thereafter the Employer contribution for current employees will be adjusted to 79% 78% 77%	1/2013 1/2014 1/2015

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2010 – 2015 National Agreement Articles/MOU's	Contract Language	Effective Date
	76%	1/2016
Maintenance Craft New Work MOU	<b>Custodial-</b> 1,500 designated Post Offices will be assigned to Maintenance Craft. Provided the work can be performed by maintenance craft employees at a cost equal to the cost of the contract service. The in sourcing of the 1,500 subcontracting jobs to Maintenance Craft duty assignments will be included in the 10% PSE cap. Newly established duty assignments may be combined which would require unpaid travel time up to thirty (30) minutes.	A. As Contract expires. B. No later than 2 years from signing of MOU.
MTSC Help Desk	The Tier 1 duties currently performed by contract help desk call agents at the Maintenance Technical Support Center (MTSC) shall be assigned to Maintenance Craft (26 full time positions).	1. As the current vendor contract expires but no later than (1) year from signing this MOU.