

PTF/PSE Pecking Order Cheat Sheet

Level 20 Offices

1. PTF employees assigned to the office at the straight time rate
2. PSEs assigned to the office at the straight time rate
 - 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 APO¹
3. PTFs within 50 miles who have not submitted a preference to only work in their installation.
4. Qualified and available PSEs within 50 miles assigned to level 20 or above APO offices² (other Level 20 office PSEs)
5. PTFs, by juniority, who have indicated a preference to not work outside their installation, may be utilized at the straight time rate³.

Level 18 Offices

1. PTF employees assigned to the office at the straight time rate
2. PTFs within 50 miles who have not submitted a preference to only work in their installation
3. If the need is for **window duties** of a career clerk on leave, Qualified and available PSEs within 50 miles, including Level 4 RMPO PSEs **within** the installation¹ and PSEs assigned to Level 20 offices. Level 4 RMPO PSEs may not be utilized outside their installation⁴
4. PTFs within 50 miles, by juniority, who have indicated a preference to not work outside their installation, may be utilized at the straight time rate³

Level 6 Offices

1. PTF employees within the installation at the straight time rate
2. PTFs within 50 miles who have not submitted a preference to only work in their installation
3. If the need is for **window duties** of a career clerk on leave, Qualified and available PSEs within the installation.
4. PTFs, by juniority, who have indicated a preference to not work outside their installation, may be utilized at the straight time rate³

Level 4 Offices

1. PTF employees within the installation at the straight time rate
2. PTFs within 50 miles who have not submitted a preference to only work in their installation
3. Qualified and available PSEs.
4. PTFs, by juniority, who have indicated a preference to not work outside their installation, may be utilized at the straight time rate³

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

² POSTPlan, Filling Residual Vacancies, and Travel. Dated 7-29-16. #10.b

³ POSTPlan, Filling Residual Vacancies, and Travel. Dated 7-29-16. #10.c

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

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.



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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.



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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).



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Date: 07/29/2016

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