

**AMERICAN POSTAL WORKERS UNION, AFL-CIO**  
**QUESTIONS & ANSWERS**  
**On the 2010-15 CBA**

**Article 1.6 settlement**

1. Is the work performed by Post Office Assistants (POA) now considered to be bargaining unit work under terms of the 2010-2015 CBA?

ANSWER: Yes.

2. The window in a level 18 Post Office is open from 9:00 AM until 4:30 PM (7½ hours). The PTF clerk performed the distribution work on Monday and Tuesday morning and then left at 9:00 AM, while the Postmaster staffed the window for the day. Is the Postmaster eligible to perform any additional bargaining unit work in this week?

ANSWER: No. All time the Postmaster or supervisor spends staffing the window during the day will be counted towards the permissible bargaining unit work limits.

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

ANSWER: For purposes of determining the amount of bargaining unit work postmasters are permitted to perform, any office that is downgraded in level will remain at the bargaining unit work limitations in place as of November 21, 2010.

4. Does the 1.6.B Global Settlement apply retroactively to all Article 1.6.B grievances filed before November 21, 2011 or only to those grievances actually placed on hold pending the disposition of Q06C-4Q-C 10005587? Are the parties at the lower level bound by the standards expressed in the Global Settlement for purposes of remedy?

The terms of the Article 1.6.B Global Settlement are to be applied to all grievances that were held in abeyance pending the outcome of the National case [Q06C-4Q-C 10005587]. Nothing in the Settlement prohibits the parties from agreeing to apply its terms to all pending Article 1.6.B cases, including those never specifically held in abeyance. Likewise, nothing in the Settlement requires the parties to do this.

5. What is a reasonable timeframe for replacement of current PMR's?

ANSWER: It is expected that all PMR's will be replaced by August 23, 2011.

6. Post Office "A" is a level 15 Post Office. One year ago, the only PTF clerk was excessed from the office and still has retreat rights. The office has been staffed since then by the Postmaster with the assistance of a PMR. The PMR can no longer be utilized and the Postmaster is limited to 25 hours of bargaining unit work per week. If additional

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bargaining unit work is necessary, will the PTF clerk be allowed to retreat or may management hire a PSE to perform this work?

ANSWER: The excessed PTF clerk will be given the opportunity to exercise their retreat rights.

7. The 1.6.B Global Settlement says that offices downgraded in level will remain at the work standard in place “at the beginning of the Agreement through the life of that contract.” To what date does this refer?

ANSWER: November 21, 2010.

8. The Article 1.6.B global settlement says that level 18 Postmasters are limited to 15 hours of bargaining unit work per week while level 15 & 16 Postmasters are limited to 25 hours of bargaining unit work per week. What are the limits for Postmasters and/or second supervisors in Post Offices, level 20 and above?

ANSWER: Postmasters and/or second supervisors in Post Offices, level 20 and above, may only perform bargaining unit work when permitted by Article 1.6.A.

**Postal Support Employee (PSE)**

9. 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.

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

ANSWER: Yes.

11. 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.

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

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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.

13. 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.

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

ANSWER: Effective May 23, 2011.

15. 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 or SSA would be hired as a Grade 6 PSE, as career mail processing clerks and SSAs are level 6.

16. Do specific PSE grades preclude a PSE from performing duties in a different PSE grade?

ANSWER: No. However, such assignments must be consistent with Article 7.2.

17. 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.

18. 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. It is the intent of the parties that PSE's will be hired for 360 days with a 5-day break in service. There is no intent to separate a PSE for more than 5 days to disallow health benefits.

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

ANSWER: Yes. A Clerk 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

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percentage may be used in function 4, but when doing so must be counted against the 20% retail/customer service (function 4) District cap.

20. 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. Failure to utilize a window credit for one continuous accounting period would be evidence of such circumvention. Whether career clerks who occupy duty assignments with window credit are actually utilized on the window may be challenged at the local level.

21. In Post Offices, level 21 and below, may PSE's work the window if there are less than three (3) career retail clerks whose duties include working the window in the office?

ANSWER: No. PSEs who work the window will not exceed 20% of the career retail clerks in that installation whose duties include working the window. Applying the rounding-up rule of .5 and above would require the presence of at least three (3) career retail clerks whose duties include working the window before a PSE would be permitted to do so.

22. 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.

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

ANSWER: Yes, consistent with the craft articles.

24. Can a PSE hired in installation "A" be utilized in a different installation when needed.

ANSWER: Yes. However, if a Clerk PSE utilized in customer service/retail (function 4) the PSE would be subject to the gaining installation's PSE caps for that function. If the

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gaining office is in a different district, the PSE must be counted against both district's PSE caps.

25. PSE's who are separated for lack of work have the right to be reinstated by seniority. Does the separated PSE have access to the grievance procedure to challenge management's failure to reinstate her in seniority order?

ANSWER: The Union has access to the grievance procedure to enforce the seniority provisions of its agreement, including the reinstatement rights of PSE's separated for lack of work.

26. How will career conversion/hiring be done?

ANSWER: Hiring lists for PSE's will be established by craft and career 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 in the installation eligible for conversion to career.

27. How does management determine which Clerk or MVS 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.

28. 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.

29. 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);

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- 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.

30. 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.

31. 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.

32. 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.

33. 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.

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

ANSWER: No.

35. 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.

36. Is there a difference between the “register” from which PSE’s “shall be hired” as referenced in the PSE MOU and the “hiring list”?

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

37. 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.

38. 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: It applies to 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.

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

ANSWER: PSEs will be terminated for lack of work based upon inverse craft, or in the MVS Craft inverse occupational group, standing on the roll in the installation.

40. 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.

41. 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.

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

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ANSWER: No.

43. 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.

44. May an RCR or RCA have a dual appointment as an APWU PSE?

ANSWER: No. It was never intended that dual appointments into bargaining unit positions would be possible. In light of the many difficulties such appointments would cause for both parties, the APWU continues to oppose the use of dual appointments.

45. Do the Article 7.2 restrictions on cross-craft assignments apply to PSE's?

ANSWER: Yes.

46. May PSE's be used in the Maintenance craft in other than custodial assignments?

ANSWER: No.

47. 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 (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.

**NTFT's**

48. 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 as of May 23, 2011, and remain unchanged for the life of the CBA for purposes of PTF/FTR status determination.

49. What is the timeframe for MVS PTF's and Clerk PTF's in Function 1 and in offices level 21 and above to be converted to full-time?



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

50. What is the 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.

51. 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.

52. 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.

53. 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 clerk PTR's and PTF's may be assigned to any residual NTFT duty assignment.

54. 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.

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

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ANSWER: Yes.

56. 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.

57. 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.

58. 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.

59. When an occupied traditional duty assignment is reposted for bid as a NTFT duty 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. Is the original occupied traditional duty assignment which was reposted for bid as a NTFT duty assignment also posted in-section only?

ANSWER: No. The position would be posted installation wide (unless some other action, such as a previous or simultaneous excessing resulting in remaining employees with retreat rights would dictate in-section bidding).

60. What happens to the annual leave which has been advanced to a NTFT employee 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?

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

61. How does being in an LWOP status impact a NTFT employee's annual leave credit?

ANSWER: When during the leave year, a NTFT employee's absence in an LWOP 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. A maximum of 80 hours of LWOP minus any within schedule paid hours per pay period will be recorded.

62. How does a NTFT 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. Any work beyond the employee's regular schedule is eligible for Postal overtime.

63. Is a NTFT employee eligible to receive Administrative Leave?

ANSWER: Yes.

64. Are NTFT employees 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. A NTFT employee 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.

65. How are NTFT employees who are required to work on a holiday or designated holiday compensated?

ANSWER: NTFT employees 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.

NTFT employees 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

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eight hours in the day. They will be paid postal overtime for any hours in excess of eight hours in the day.

66. May NTFT employees 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.

67. How will the non-traditional work schedules be implemented?

ANSWER: By the second paragraph of the Non-Traditional Work Schedules Task Force MOU.

68. Must full-time duty assignments be posted for bid for each PTF and PTR converted to full-time in the clerk craft?

ANSWER: Yes. Once converted to full-time, an employee remaining unencumbered for a period of 120 calendar days would demonstrate the need to post a newly established full-time regular duty assignment in accordance with Article 37.3.A.1.a.

69. Must full-time duty assignments be posted for bid for each PTF and PTR converted to full-time in the MVS craft?

ANSWER: Yes. Full-time MVS duty assignments will be posted for bid in accordance with Article 39.2.A.6, 7, & 8.

70. 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, and thereafter become unassigned, be assigned to a NTFT assignment of less than a 40-hour work week?

ANSWER: No.

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

ANSWER: Only NTFT Flexible duty assignments may have schedules that change from week to week.

72. In what category are NTFT employees on the holiday work schedule?

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

73. How will NTFT employees earn or accrue annual leave?

ANSWER: Employees in NTFT assignments with a regular schedule of 40 or more hours/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/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/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.

74. How will NTFT employees accrue sick leave?

ANSWER: NTFT employees, with regular schedules of forty (40) hours per week or more, accrue 4 hours sick leave for each full biweekly pay period – i.e., 13 days (104 hours) per 26 period leave year. NTFT employees 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 pay status.

75. How much annual leave will the NTFT employee use?

ANSWER: The NTFT employee will be charged leave for the amount necessary to ensure that the leave hours and work hours equal the regular daily scheduled hours. NTFT employees may elect at their option to utilize LWOP in lieu of annual leave

76. How much sick leave will the NTFT employee use?

ANSWER: The NTFT employee will be charged leave for the amount necessary to ensure that the leave hours and work hours equal the regular daily scheduled hours. NTFT employees may elect at their option to utilize LWOP in lieu of sick leave.

77. How much FMLA protected leave are eligible NTFT employees authorized?

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ANSWER: An employee in a NTFT assignment with a weekly schedule of 40 hours or more is entitled to 12 workweeks of leave during the postal leave year for any covered condition or combination of conditions, other than for service member care. For service member care, the NTFT employee is entitled to 26 workweeks during a single 12-month period. An employee with a weekly schedule of less than 40 hours is entitled to a pro-rated amount of FMLA leave based upon the number of hours they normally work.

78. 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.

79. How many hours of leave do NTFT employees receive on a holiday?

ANSWER: All NTFT employees will receive 8 hours holiday leave pay on their holiday or designated holiday. An employee with a regular NTFT schedule of more than 8 hours on a holiday or designated holiday may, at his/her option, use nonscheduled time or annual leave for the remaining hours of the tour. Sick leave may be approved only for hours in excess of 8 hours and if the employee is scheduled to work and meets the other sick leave usage requirements. 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.

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

ANSWER: Yes.

81. 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

82. 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

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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.

83. Are Clerk Craft NTFT full-time flexible assignments, duty assignments which must be posted for bid, or are they 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.

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

ANSWER: No. 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)

85. Can clerks or MVS employees who were either PTF's or PTR's at the signing of the 2010 agreement be given a NTFT unencumbered schedule?

ANSWER: No. The NTFT MOU provides for NTFT duty assignments which are to be posted and filled through the bidding process. Residual NTFT duty assignments may be assigned to unassigned employees pursuant to the craft articles, and the restrictions in the NTFT MOU. The one exception which would result in an unencumbered NTFT would occur pursuant to Article 37.4.B, after the reposting or abolishment of a NTFT bid duty assignment, for example. In that situation, the NTFT employee would continue to work the same hours and scheduled days the employee worked immediately before becoming unassigned, until properly notified of a change to a traditional unassigned regular schedule during the permitted time periods.

86. 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?

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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, routine posting and bidding issues will be resolved in the normal Article 15 process.

87. The parties have agreed that NTFT duty assignments may be created when the Union can demonstrate the need for such NTFT duty assignments and it is economically and operationally advantageous to do so. What is the significance of the “economically and operationally advantageous” provision?

ANSWER: This MOU must be read in conjunction with the Service’s Article 7.3.B requirement to maximize and/or Article 37.3.A.1 obligation to make “every effort to create desirable duty assignments from all available work hours for all employees to bid.” The “economically and operationally advantageous” provision was included as the result of the Union’s recognition that there may be installations with significant seasonal fluctuation in volume and work hours [e.g., college towns, seasonal resort areas, snow-bird locales].

88. What is the impact on retirement benefits for an employee occupying a NTFT duty assignment?

ANSWER: *Pending OPM response.*

**NTFT’s-Overtime Rules**

89. If, on a particular day, two hours of additional work is necessary, who should be scheduled when the 2 employees 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.

90. Are NTFT employees guaranteed the number of hours in their bid duty assignment?

ANSWER: Yes. The NTFT employee’s bid duty assignment establishes their minimum daily and weekly guarantee.

91. 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?



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ANSWER: NTFT employees will normally work the number of hours (daily and/or weekly) identified in their bid assignment, except in an emergency. Routine scheduling for additional hours would demonstrate the duty assignment was improperly posted.

92. Can a NTFT 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).

93. 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).

94. Can an employee who volunteers to work overtime during a week for which they have been granted a full week of paid leave and/or LWOP be paid overtime?

ANSWER: Yes. Normally, employees, including those on the OTDL, that have annual leave immediately preceding and/or following nonscheduled days will not be required to work overtime on their off days. However, employees may advise their supervisor in writing of their availability to work a nonscheduled day that is in conjunction with approved annual leave. An employee who is permitted or required to work overtime must be properly compensated for work performed.

95. How would a NTFT employee, on the OTDL, with a bid schedule of Sat/Sun off and five – 6 hour days, who is required to work 12 hours on a Monday because of an emergency, be compensated?

ANSWER: The employee would be paid out-of-schedule (150%) for hours 7 & 8; overtime (150%) for hours 9 & 10; and, penalty overtime (200%) for hours 11 & 12.

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96. How would a NTFT employee, on the OTDL, be compensated if they work their off day(s)?

ANSWER: The employee would be guaranteed 8 hours at the overtime rate (150%) for working their first nonscheduled day and 8 hours at the penalty overtime rate (200%) for any additional off days.

**Article 12**

97. 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.

98. 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.

99. 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.

100. 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.

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101. 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.

102. 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.

103. Must all FT employee’s with retreat rights to the craft be allowed to retreat before PTR’s in the MVS and Clerk craft and PTF’s in function 1 as well as in all offices level 21 and above can be converted to full-time under the NTFT MOU?

ANSWER: Yes.

104. Article 12.5.C.5.(a).5 obligates an APWU represented employee excessed into a non-APWU represented craft within the installation to “be returned 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 be returned to their APWU represented craft. However, if the employee declines to accept the NTFT duty assignment, they will become unencumbered or unassigned with a “traditional” schedule.

105. 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.

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106. The MOU on Minimizing Excessing states that “if in unusual situations there are insufficient residual vacancies available for placement within fifty (50) miles, the parties at the national level will determine what steps may be taken.” What does this mean?

ANSWER: If there are insufficient residual vacancies within 50 miles, the parties will explore all other available options to create other assignments within 50 miles.

109. Without mutual agreement at the national level, may any APWU represented employee be involuntarily excessed more than 50 miles during the life of the 2010-15 CBA?

ANSWER: No.

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

110. 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.

111. 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.

112. 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.

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113. 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.

114. 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.

115. 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).

116. 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.

## **Article 15**

117. 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 was never intended to lessen the existing obligation of either party to fully develop all arguments and evidence at Step 2 or at Step 3. On the other hand, this language recognizes the parties mutual obligation to supplement the record with correspondence regarding postponements, intervention invitations, interim awards, documentation regarding remedy for continuing violations, etc.

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118. 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.

119. 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.

120. 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.

121. 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.

122. 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 request of the former employee.

**General**

123. 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.

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124. 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.

**204-B's**

125. No later than June 1, 2012, 204-B usage 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).

126. Beginning June 1, 2012, 204-B's may only be utilized in the Clerk Craft during the absence or vacancy of a supervisor for 14 days or more and this use is limited to no more than 90 days. 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.

127. Beginning June 1, 2012, 204-B's may only be utilized in the Clerk Craft 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).

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128. 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.

129. 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.

## **Clerk Craft Jobs MOU**

### **Lead Clerk**

130. 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.

131. 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.

132. 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.

133. 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.



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134. 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.

**RELIEF AND POOL CLERK**

135. Can Relief and Pool Clerk Craft duty assignments be posted with a Principal Assignment Area in more than one (1) station, branch, finance unit, etc?

ANSWER: No. Relief and Pool Clerk Craft duty assignments can be posted with only one (1) Principal Assignment Area where they are domiciled. Relief and Pool Clerks may properly be assigned as needed to Relief and Pool assignments in other locations identified in their duty assignment.

136. Can Relief and Pool Clerks be assigned in accordance with the Relief and Pool MOU from their domiciled location to any station, branch, finance unit, etc. within an installation or to other installations?

ANSWER: No. Proper Relief and Pool assignments under the MOU will be to locations specifically listed on the duty assignment.

137. Can the USPS list all stations, branches, finance units, etc. on the duty assignment as potential relief and pool locations?

ANSWER: The degree of specificity included may vary with the size of the coverage area in that in some areas with a large relief pool a particular relief assignment should be limited to a relatively small area of coverage, whereas in other offices the nature of the assignment may have to be broader.

138. Can Relief and Pool Clerks be assigned, within the Relief and Pool MOU exception, to cover the non-scheduled days of another employee?

ANSWER: No. The exceptions to out-of-schedule pay contained in the Relief and Pool MOU apply only when covering “absences and vacancies of employees holding regular bid assignments and other situations when the assignment is uncovered”. Relief and Pool clerks are not normally utilized to cover non-scheduled days. The exception would be in the domiciled office if included in the employee’s posted work hours and duty assignment.

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139. Can Relief and Pool Clerk duties be added to (or deleted from) an existing SSA, SSDA, or LSSA duty assignment without reposting the job?

ANSWER: No. The addition or deletion of Relief and Pool Clerk duties to or from a duty assignment constitutes a change necessitating a reposting of the duty assignment.

140. If a Relief and Pool Clerk is assigned to cover an absence of five (5) days or longer for an employee holding a full-time regular duty assignment, do they receive additional wage compensation when covering such assignment?

ANSWER: No. Relief and Pool assignments consisting of five (5) days or more do not require payment of additional wage compensation provided the Pool and Relief Clerk receives written notice of the assignment by Wednesday of the preceding week.

141. Can a five (5) day Relief and Pool assignment be made to cover the absences of two or more clerks?

ANSWER: No. This would apply even though the absences covered exceed five days when combined.

142. Is the USPS required to notify Relief and Pool clerks of Relief and Pool assignments in advance?

ANSWER: Yes. The Relief and Pool MOU requires that management notify the employee by Wednesday of the preceding service week that he/she is to cover an assignment having a schedule different from the Relief and Pool employee's regular schedule for a period of one week (five working days) or longer.

143. Do Relief and Pool Clerks receive additional compensation when performing appropriate Relief and Pool assignments?

ANSWER: For assignments of five (5) days or more, Relief and Pool clerks do not receive additional compensation if they receive notice of the assignment by Wednesday of the preceding week. If they are not notified in writing by Wednesday of the preceding week, or if the assignment is for less than five (5) days, the Relief and Pool clerks are entitled to work their regular schedule and any additional hours are compensated at the applicable rate in accordance with ELM 434.6.

144. Can the USPS make a Relief and Pool assignment without the Wednesday prior notification?

ANSWER: Yes. The USPS may make Relief and Pool assignments as the need arises to cover an absence of an employee holding a FTR duty assignment. However, the

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Relief and Pool Clerk must be compensated at the applicable rate in accordance with ELM 434.6.

145. Can the schedule of a Relief and Pool Clerk be temporarily changed because of service needs during a particular week even though they are not being assigned to an appropriate assignment provided for in the Relief and Pool MOU?

ANSWER: Yes. However because such assignments would not fall within the Relief and Pool exception, the out-of-schedule or overtime and guarantee provisions of ELM 434.6 would apply.

146. Can Relief and Pool Clerks perform overtime assignments in the office/section in which they are temporarily assigned while covering an absence?

ANSWER: Yes. However, in accordance with the JCIM, Relief and Pool Clerks are only permitted to sign the OTDL in the section where they are domiciled. When Relief and Pool Clerks are assigned to locations other than where domiciled, they may be offered overtime only after all qualified and available clerks on the OTDL in that section/location have been maximized.

147. How are Relief and Pool Clerks granted incidental leave in the section/location in which they are temporarily assigned?

ANSWER: The supervisor in the office where the employee is working is responsible for acting on incidental leave requests; however, such leave should be coordinated with the home office supervisor.

148. Are Relief and Pool Clerks scheduled for holidays in the section/location in which they are temporarily assigned?

ANSWER: No. Unless provided otherwise in the applicable LMOU, they are scheduled in their domiciled section or facility.

149. Can Relief and Pool Clerks be utilized to cover for absences in Mail Processing plant operations (Function 1 operations)?

ANSWER: No.

150. Can the USPS post all jobs as Relief and Pool Clerks?

ANSWER: No. The number of Relief and Pool duty assignments should be limited to a number sufficient to cover anticipated absences and vacancies within the installation(s).

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151. NTFT full-time flexible assignments in the Clerk Craft may be utilized to cover Function 4 vacancies and absences. Is there any difference between these assignments and Relief and Pool Assignments?

ANSWER: Yes. The schedules of employees in Relief and Pool assignments may be changed with Wednesday notice to cover the specific schedule of a vacancy or absence of an assignment specifically identified within the terms of their bid assignment, both in their own or other installations, without out-of-schedule obligation. The schedule of the limited number of permissible NTFT flexible employees, on the other hand, may be changed with Wednesday notice, to any necessary schedule (within their daily and weekly work hour guarantees) within customer service/retail (function 4) to cover either one or multiple absence(s). There is no requirement that the possible assignment(s) be specified within the original job posting or that the employee be used in the identical schedule of the person(s) being relieved. While they may be utilized to relieve in other facilities within their own installation a NTFT flexible cannot be utilized to relieve in a different installation.

152. Where will the Relief and Pool Clerk whose bid duty assignment identifies additional installations for which he/she has relief responsibilities be domiciled?

ANSWER: The Relief and Pool Clerk will be domiciled in their home installation as designated on their PS Form 50.

153. Can Bulk Mail Clerk or Bulk Mail Technician duty assignments be posted as Relief and Pool Assignments?

ANSWER: No.

154. What types of absences or vacancies can Relief and Pool Clerks cover in other installations?

ANSWER: When the installation to be relieved has been properly identified in their bid duty assignment, Relief and Pool Clerks may be utilized to cover full-time absences and vacancies (including those of the Postmaster or Supervisor in that office) in other Post Offices, level 20 and below. When such Relief and Pool assignments are posted, notice to the presidents of the affected APWU local(s) is appropriate.

155. Can traditional Relief and Pool Clerks be utilized to relieve absences or vacancies on NTFT assignments?

ANSWER: Yes. However, the R&P clerk will have the option of assuming the NTFT schedule for the week or assuming the start times and off days of the

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single vacant duty assignment or absence being relieved, while still remaining subject to their own daily and weekly work hour guarantees. [For example: if a traditional Relief and Pool Clerk relieved an absent NTFT window clerk (scheduled for 4 ten hour days) during her week of bid vacation, the Relief and Pool Clerk, while assuming the duties of the relieved position, will have the option of either working the exact NTFT schedule or of working eight hour days beginning at the NTFT's scheduled start time on the four scheduled days plus one additional day as assigned by management.]

156. Can Relief and Pool Clerks be posted as NTFT assignments? If so, what types of vacancies or absences can they be utilized to cover?

ANSWER: Yes. However, if the vacancy or absence being relieved is a traditional duty assignment or is another NTFT duty assignment with different daily or weekly guarantees than that of the NTFT Relief and Pool Clerk, The R&P clerk will have the option of assuming the schedule of the duty assignment for which the relief is being provided or of assuming the start times and off days of the single vacant duty assignment or absence being relieved, while still remaining subject to their own daily and weekly work hour guarantees. [For example: if a NTFT Relief and Pool clerk with a regular schedule of 4 ten hour days, relieves an absent NTFT window clerk (scheduled for 5 six hour days) during his week of bid vacation, the Relief and Pool Clerk will have the option of either working the exact NTFT schedule (same start time and same 5 six hour days) or retaining their own 4 ten hour schedule while assuming the relieved clerk's start time and duties on those 4 days.]

157. Do the travel regulations apply to Relief and Pool assignments?

ANSWER: Yes.

158. Relief and Pool Clerk assignments can now be posted to include relief assignments in other installations. What types of assignments may the Relief and Pool clerk be used for in the other installations identified in their bid duty assignment?

ANSWER: The Relief and Pool Clerk may be used to cover absences or vacancies of window/distribution employees in the additional installations identified in their bid duty assignment. The Relief and Pool Clerk may also be used to relieve a Postmaster or Supervisor (or their replacement) in those identified installations.

## **Maintenance**

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

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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.

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

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

161. How are Maintenance Craft PSE custodians assigned work?

ANSWER: Work assigned to Maintenance Craft PSE custodians shall be in the same manner as for career custodians.

### **Motor Vehicle**

162. When a duty assignment is created in the Motor Vehicle craft from combining all available work hours (OT hours, PSE hours and regular work hours) must it be posted for bid?

ANSWER: Yes.

163. What duty assignments in MVS must be filled?

ANSWER: All of the residual vacancies that existed as of the signing of the 2010 CBA, and all residual vacancies that resulted from attrition of career employees, all duty assignments that result from arbitration and the appropriate number of career duty assignments that result from bringing in new work.

164. How do you determine the number of duty assignments that must be filled by career MVS employees?

ANSWER: The career compliment at the time the 2010 CBA was signed (plus any that are in the grievance procedure and are eventually awarded to the MVS in the particular installation) and the appropriate number (percentage) that are created when new work is brought in house. Those two totals are added together and that is the number of career duty assignments that must be filled by career employees.

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165. The parties have agreed to extend all current PVS Pilot MOU sites during the contract negotiations. What is the status of these sites at the conclusion of negotiations?

ANSWER: The pilot sites will continue to function as PVS sites and they will not be mode converted. The status of the PVS Pilot MOU will be discussed by the parties at the national level.

166. What does, “every effort will be made to create desirable duty assignments from all available work hours for career employees to bid” mean and who does it apply to?

ANSWER: If the Union can demonstrate a duty assignment from all available work hours, including PSE work hours, overtime, etc, that duty assignment must be posted for bid. It applies to the Clerk and MVS Crafts.

167. Can MVS employees who were either PTFs or PTRs at the signing of the 2010 agreement be given a NTFT schedule?

ANSWER: Employees who were not full-time at the signing of the 2010 agreement are eligible for any traditional residual vacancy that is not occupied or has not been reverted under 39.2A.1. Employees who were not full time at the signing of the 2010 agreement may be involuntarily assigned to any NTFT duty assignment in accordance with art. 39.1. Employees who were Full-time Flexibles prior to the signing of the 2010 agreement cannot be involuntarily assigned to a NTFT duty assignment of less than 40 hours, more than 44 hours, no less than 6 hours a day or more than 10 hours a day with less than two days off.

168. What type of work may a PSE perform in the MVS craft?

ANSWER: PSE employees may perform MVS work as identified in existing MVS standard position descriptions, up to level 8.

## **REC Sites**

169. Will TE's working at the REC sites be converted to PSE?

ANSWER: TE'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

170. How will seniority be established for REC site PSE's?

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ANSWER: Seniority accrues within the Clerk Craft, level and installation for all PSE's from their original date of employment, regardless of any break in service as a PSE and shall include all time spent as a PSE. Any break in service of over one year would be excluded.

171. Will prior service time as a T/E count toward PSE seniority?

ANSWER: No.

172. Salt Lake City and Wichita are dependent REC's. Will the PSE's in the other facilities within the installation be merged to form a single PSE hiring list to convert to career?

ANSWER: Yes. As long as they have passed the applicable examination Clerk Craft PSE's will be converted to career based upon seniority.

173. Will REC site PSE's count toward the District Function 1 PSE cap?

ANSWER: No. Career clerks working in the REC sites also do not count toward the total number of career clerks working in Function 1.

174. When will TE's be tested for opportunity to conversion to career?

ANSWER: The REC site PSE hiring process has already begun. All TE's were offered the opportunity to test.

175. Will Group Leaders at the REC sites be replaced with Lead Clerks?

ANSWER: Yes.

176. There are currently 38 Group Leaders, which is higher than the number provided for Lead Clerks. Will there be 38 Lead Clerks?

ANSWER: The number of Lead Clerks 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.

177. Will the 50/50 ratio for PSE/Career be determined at the national or local level?

ANSWER: At the National level.

178. What rules apply to the eligibility for health insurance for TE's hired as PSE's?



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ANSWER: APWU TEs will have a 5-day break before moving into PSE positions and (1) will keep current FEHB eligibility or time worked that counts towards FEHB eligibility and (2) their TE time from the current and prior TE appointment will count toward the one year required for the PSE 75% premium contribution for the APWU Consumer Driven Health Plan.