

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

QUESTIONS AND ANSWERS

These questions and responses thereto are not intended to alter, amend, or change in any way the terms of the Memorandum of Understanding for the staffing of the Wichita Customer Care Center dated May 28, 2014.

Re: STAFFING OF WICHITA CUSTOMER CARE CENTER

1. **Question:** Article 37.3.A.10.e states, *“Employees in levels below PS-6 who are promoted as a result of this section will be restricted from bidding to duty assignments in PS-6, PS-7 and PS-8 positions other than the position description initially bid for one year from the effective date of the promotion.”* There are a number of REC employees (Level 5) who bid to P&DC (Function 1) and Customer Service (Function 4) duty assignments (Level 6) after the announcement was made that the Wichita REC would be closing. The May 28 MOU does not include any provision to exempt these employees from the one year bid restriction. Is that the intent of the MOU or was this an oversight?

Answer: They will be restricted in accordance with Article 37.3.A.10.e, since the Wichita CCC staffing MOU was negotiated after the announcement to close the REC.

2. **Question:** Will unencumbered employees who are assigned to CCC duty assignments pursuant to Article 37.4 be subject to the bid restrictions of Article 37.3.A.10.e?

Answer: No

3. **Question:** The last sentence of Article 37.3.A.10.e states, “This restriction does not apply to employees who previously occupied a higher level.” If a Level 5 REC employee worked temporarily as a Level 6 group leader would that restrict them from bidding?

Answer: Details or temporary work at a higher level would not apply.

4. **Question:** If an employee bids to the CCC and later decides he/she doesn't like the job, can he/she bid out?

Answer: Yes, unless the employee is restricted from bidding in accordance with Article 37.3.A.10.e of the 2010 Collective Bargaining Agreement.

5. **Question:** If the Postal Service reappoints PSEs from the list of those who were separated within one year due to lack of work, do those PSEs retain their relative standing or does their relative standing on the installation PSE roll start over?

Answer: They would retain their original standing on the installation PSE roll if brought back within a year.

6. **Question:** If a residual vacancy in the P&DC is a Lead Clerk duty assignment (Level 7), with a requirement of one year experience in Mail Processing, can that duty assignment be assigned to an unencumbered REC employee who does not meet the one year experience requirement?

Answer: No, the one year experience requirement is a minimum qualification.

7. **Question:** Currently the P&DC and Customer Service share a Local Memorandum of Understanding (LMOU) and the REC site has a separate LMOU. Will the Customer Care Center (CCC) adopt the P&DC and Customer Service LMOU, use the REC LMOU or negotiate their own?

Answer: The Clerk Craft Jobs MOU of the 2010 Agreement provides that "Each call center location shall become part of the bid cluster for the nearest postal installation." Therefore, the Wichita CCC will become a separate section, in accordance with Item 18 of the LMOU, of the Wichita installation (bid cluster). The parties at the local level are free to mutually agree to discuss Article 30.B.2 issues within the section.

8. **Question:** Will a 710 exam be required for a CCC job?

Answer: No.

9. **Question:** What are the work rules or dress codes at the CCC?

Answer: The Wichita CCC management can answer these types of questions based on current practice in the other Customer Care Centers. These issues can be discussed by the parties at the local level.

10. **Question:** If an employee had approved leave already scheduled at the REC, will it be honored at the CCC?

Answer: Yes.

11. **Question:** If an employee has a reasonable accommodation at the REC do they have to go through the reasonable accommodation process again at the CCC?

Answer: Yes, since the duties of a CCC Agent are different than those of the REC duty assignments. The current REC accommodation is based on restrictions as they relate to the DCO position. The exception would be if the Customer Care Agent duty assignment is less restrictive than the DCO duty assignment. Customer Care Agents have different duties than a DCO and an accommodation may be different or unnecessary. Please refer to the July 2007 JCIM, questions and answers, 169-183 for guidance.

12. **Question:** When do the jobs go into effect?

Answer: Training will start in phases beginning no later than 6/23/2014, with placement in

duty assignments in accordance with the Wichita CCC MOU.

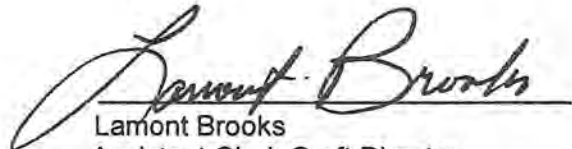
13. **Question:** Will there be a way for employees to bid all the jobs at once instead of one-by-one?

Answer: No, employees must order their selection preferences. The system cannot pick the order for the employee.



Rickey R. Dean
Labor Relations Specialist-Team Lead
Contract Administration (APWU)
United States Postal Service

Date 6/3/14



Lamont Brooks
Assistant Clerk Craft Director
American Postal Workers Union,
AFL-CIO

Date 6/3/14