

## QUESTIONS & ANSWERS

These questions and the responses thereto are not intended to alter, amend, or change in any way the terms of the 2010-2015 agreement.

### **Article 1.6 settlement**

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

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

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

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

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

### **Postal Support Employees (PSEs)**

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

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

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

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

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

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

6. What is the term of employment for PSEs?

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

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

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

8. How will career conversion/hiring be done?

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

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

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

10. Are PSEs eligible for FMLA protected leave?

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

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

ANSWER: Yes.

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

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

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

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

### **NTFT's – Conversion of PTFs & PTRs**

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

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

## **Article 12**

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

ANSWER: No.

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

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

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

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

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

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

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

## **LEAD CLERKS**

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

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

## **204-B’s**

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

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

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

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

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

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

## **ARTICLE 15**

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

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

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

ANSWER: No.

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

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

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

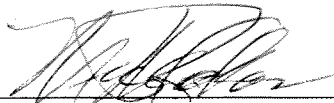
ANSWER: No.

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

ANSWER: No.

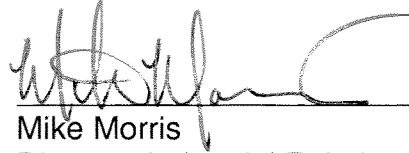
28. Must the terminal leave and/or final payroll check(s) be sent to the employee's address on file in the Employee Master Record?

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



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