

APWU and USPS
POStPlan Questions and Answers
October 30, 2014

The following questions and answers are provided for further clarification and guidance regarding the September 22, 2014 MOU Re: *POStPlan Staffing of Offices, Filling of Assignments, PSE Usage and Conversions* (POStPlan Staffing MOU), and the October 8, 2014 MOU Re: *Pecking Order for Newly Created Positions in the POStPlan Installations* (Pecking Order MOU).

- 1. Will the “bid cluster” be the APO and its RMPOs for the Level 6 office career clerk jobs that are to be created and filled within 90 days?**

Answer: Yes. However, if an APO is currently part of an installation encompassing other facilities/offices, that “bid cluster” will be included as part of the entire installation.

- 2. How will resulting residuals be filled?**

Answer: Initial staffing, including any residuals, will be accomplished using the process described in the Pecking Order MOU.

- 3. Will Local or State unions have an opportunity for input into the creation and posting of jobs under Item I and VIII of the POStPlan Staffing MOU?**

Answer: In accordance with Item I of the POStPlan Staffing MOU, the Postal Service determines whether a FTR duty assignment will be Traditional or Non-Traditional (NTFT). However, if the appropriate local union representative contacts the installation head requesting the opportunity for input regarding NTFT duty assignment schedules, the union representative will be provided an opportunity for review, comments, suggestions and proposed alternatives.

- 4. Will excessed employees be allowed to retreat first under the POStPlan Staffing MOU?**

Answer: Yes. Retreat rights will be offered as a one-time opportunity in accordance with the process described in the Pecking Order MOU.

- 5. Do the retreat right issues, addressed in Items II and V of the POStPlan Staffing MOU, include employees who transferred to another office if they can demonstrate they did so after receiving an excessing notice?**

Answer: Yes.

6. Do these retreat rights apply to both FTR and PTF employees?

Answer: Yes. Employees can retreat to their original office regardless of the status they held when excessed or bid/transferred after receiving an excessing notice.

7. Is a PTF within the bid cluster required to convert to the FTR residual in accordance with the Pecking Order MOU?

Answer: Yes, pursuant to the provisions of Article 37.5 and Q&A #307, Article 37, page 64 of the 2012 JCIM.

8. Is a PSE within the bid cluster required to convert to a PTF vacancy in accordance with the Pecking Order MOU?

Answer: Yes. PSEs are converted to fill career vacancies based on their standing on the PSE roll within the bid cluster.

9. How is the “within 50 miles radius of the installation” measured?

Answer: The 50 mile radius is measured from the APO.

10. The Pecking Order MOU refers to an existing request for reassignment. What qualifies as an existing request?

Answer: An existing request is one that is currently active on the date applications are reviewed at the appropriate point in the pecking order.

11. Will PSEs that are hired through the eCareer postings for Level 4 RMPOs be required to take the window training and pass the window training exam?

Answer: Yes.

12. Do employees currently working window duty assignments that are not currently qualified have to pass window training to continue working the job?

Answer: Yes.

13. Can the Lead Clerk for the installation be a PTF?

Answer: No. Lead Clerk duty assignments are posted for full-time regular employees.

14. Under Section X of the POSTPlan Staffing MOU what is the procedure if the APO in question already has a lead clerk duty assignment?

Answer: A second lead clerk duty assignment will be established based on the APO having 5 or more RMPOs.

15. What happens if an already existing vacancy in a Level 18 or higher office is scheduled to be filled through the application of the March 20, 2014 MOU Re: Filling of Residual Vacancies?

Answer: The filling of pre-existing residual vacancies must be completed in accordance with the March 20, 2014 MOU.

16. Do the bargaining unit work limitations of 15 hours a week for Level 18 offices apply to all Level 18 offices, including all “upgraded” offices?

Answer: Yes.

17. If there is an incumbent postmaster in a 6 hour office, will they be limited to 15 hours of bargaining unit work?

Answer: Pursuant to the POSTPlan arbitration decision, Level 6 post offices will be staffed by career bargaining unit employees. In the interim, where those Level 6 post offices have incumbent postmasters, and the post office was downgraded under POSTPlan, the bargaining unit work limit for the postmaster will remain at the bargaining unit work standard that was in place at the beginning of the 2010 Agreement through the life of that contract, in accordance with the Global Settlement.

18. Is there any prohibition against a career employee working in a Level 2 office or a Level 4 office when the position is vacant, either on a short term or long term basis?

Answer: There is no prohibition against the use of career employees in Level 4 or Level 2 offices with the understanding that Level 4 offices are initially staffed with one PSE or a retreated career employee and Level 2 offices are not part of the bargaining unit per the POSTPlan Award dated September 5, 2014.

19. How will Local Negotiations be handled?

Answer: The installation head will meet with the local union/state responsible for the APO for any LMOU negotiations unless the national union designates a different union representative.

20. What is the time period for LMOU negotiations?

Answer: The 30 day consecutive period per Article 30.B of the CBA will be November 30, 2014 through December 29, 2014.

21. What happens if the local parties are unable to agree to the LMOU?

Answer: (a) The LMOU applicable to the current APO will apply and will also be applied in the same manner in the RMPOs unless the national union designates a different union representative and LMOU. (b) If there is no current LMOU in the APO office then the LMOU for Offices Without a Local Union Structure is applicable.

22. Does this new 30 day negotiation period permit the parties to re-open the entire LMOU?

Answer: No. This 30 day period is only for the purpose of applying Item XV of the POSTPlan Staffing MOU.

23. How will union representation be applied?

Answer: Article 17 of the Collective Bargaining Agreement will be controlling.

24. Can a steward be appointed in an APO and/or RMPO?

Answer: Yes. Stewards are appointed in accordance with 17.2.A.

25. What happens to grievances that are at the local level during this transition period?

Answer: There will a 30 day extension period on all grievances at all Steps to allow the respective parties to determine the proper representatives through Step 3.

26. Is it the intent in paragraph VI of the POSTPlan Staffing MOU that the individual employee has to work 180 consecutive days?

Answer: No. The 180 consecutive day language is another way of stating that the minimum of 30 hours per week in accordance with the CBA has to take place over a continuous period of six months.

27. How will maintenance work be addressed in "POSTPlan" offices?

Answer: Per the provisions of the Collective Bargaining Agreement.

28. What is the position of the parties when a Level 6 RMPO is downgraded to a Level 4 RMPO and the NTFT/Traditional position is no longer needed?

Answer: In accordance with Item XI of the POSTPlan Staffing MOU, whenever an office is upgraded or downgraded, the office will be staffed with the category of employee appropriate to the new office size consistent with the terms of the MOU. Any impacts to career employees will be addressed by application of Article 12 and other relevant terms of the collective bargaining agreement.



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Date: 10/30/2014



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Date: 10/30/2014