

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

Re: POStPlan: Staffing of Offices, Filling of Assignments, PSE Usage and Conversions:

Consistent with Arbitrator Goldberg's Award on POStPlan dated September 5, 2014, the parties agree to the following implementation procedures.

The principles of this document shall apply to POStPlan or any changes to POStPlan including but not limited to the principle that post offices providing more than two hours of service (currently Level 6 and Level 4 Remotely Managed Post Offices (RMPO) offices) will be staffed by bargaining unit employees.

All Clerk work in Level 6 and Level 4 Remotely Managed Post Offices (RMPO) will be performed by APWU bargaining unit employees.

Level 6 Remotely Managed Post Offices (RMPO):

- I. Level 6 Remotely Managed Post Offices (RMPO) will be staffed with Level 6 Career full-time employees who the Postal Service may assign to a Traditional or Non-Traditional Full-Time (NTFT) duty assignment consistent with the National Agreement. The Postal Service will create and fill a minimum of 1,700 duty assignments in Level 6 RMPOs within 90 days of the date of this document. If the number of vacant Level 6 RMPOs exceed 1,700 this greater number of duty assignments will be created and filled within 90 days.
- II. Without setting any precedent and solely to implement the provisions of this document, career employees with retreat rights will have a one-time opportunity to return to their now Level 6 RMPOs. Employees who are able to demonstrate that they had received an excessing notice from that office and who voluntarily bid out of the office will have the same one-time opportunity.
- III. As incumbent postmasters vacate Level 6 RMPOs, full-time career duty assignments will be posted for bid within 28 days consistent with point I. of this document. Part-time career postmasters who occupy the level 6 RMPOs will be offered the opportunity to convert to a Level 6 full-time clerk position in their office consistent with point I. of this document. This opportunity will take place two (2) years from the date of this document.

Level 4 Remotely Managed Post Offices (RMPO):

- IV. Each Level 4 Remotely Managed Post Office (RMPO) will be staffed with one Pay Level 6 Postal Support Employee (PSE). Pay Level 6 PSEs assigned to a Level 4 Remotely Managed Post Office (RMPO) will not count against the applicable cap except for 12 of these PSEs per District. The number of PSEs that count against the cap will remain stable even if the number of Districts increase or decrease. Without setting any precedent and solely to implement the provisions of this document, these Pay Level 6 PSEs may perform window duties. Pay Level 6 PSEs will be hired from the applicable hiring registers.
- V. Without setting any precedent and solely to implement the provisions of this document, career employees with retreat rights will have a one-time opportunity to elect to retreat to their now Level 4 RMPOs. Employees who are able to demonstrate that they had received an

excessing notice from that office and who voluntarily bid out of the office will have the same one-time opportunity. Where operationally feasible and efficient, career employees who retreat back to these offices will be permitted to augment their hours with any other available hours, including Level 2 RMPOs, within their cluster and/or a 15 mile radius of their office. All other Level 4 RMPOs will be staffed with a Pay Level 6 PSE within 90 days of the date of this document.

- VI. In any Level 4 RMPO where the Level 6 PSE work hours in that office, including any relief workhours used to cover leave, exceed 30 hours per week for 180 consecutive days, a career full-time duty assignment will be created and filled consistent with point I. of this document. The hours worked by the PSE do not include hours worked in other offices.

- VII. PSEs working in the Level 4 RMPOs may work in multiple Level 4 offices, as well as Level 2 RMPOs, where operationally feasible and efficient. However, this usage of a Pay Level 6 PSE does not create an obligation to change the designation of the Level 2 RMPOs nor does it create any obligation or requirement of the Postal Service to establish career positions.

Level 18 Post Offices:

- VIII. In Level 18 post offices the postmaster is permitted to perform no more than 15 hours of bargaining unit work per week. In accordance with the M-32, postmasters or supervisors performing bargaining unit work will record what operation they are performing either by time clock or PS Form 1260 and will provide to the union upon request. In the event that there is a supervisor in addition to the postmaster in a level 18 office, either the postmaster or supervisor – but not both – may perform no more than 15 hours of bargaining unit work per week. The postmaster or any supervisors in Level 20 and above offices are not permitted to perform any bargaining unit work except as provided in Article 1.6.A of the National Agreement.

As soon as possible but no later than 90 days from the date of this document, all Level 18 Post offices currently staffed with a PSE designation-activity code 81-8 employee will now be staffed with a career employee, who the Postal Service may assign to a Level 6 PTF, Traditional or Non-Traditional (NTFT) career duty assignment consistent with the National Agreement. It is understood that these employees will be utilized to perform bargaining unit work in excess of the 15-hour per week limit imposed on postmasters and supervisors in that office. In addition, all level 18 post offices will be staffed with career employees to perform bargaining unit work in excess of the 15-hour per week limit imposed on postmasters and supervisors in that office.

- IX. Without setting any precedent and solely to implement the provisions of this document, a Pay Level 6 PSE within the cluster may be used in all offices within the cluster to relieve the career employee on window duties to cover for short-term absences normally not to exceed two pay periods, e.g., AL, SL, LWOP, after all PTF relief in the office, cluster or pool and relief areas at the straight-time rate has been exhausted.

Establishment of Lead Clerk Positions:

- X. Staffing of Lead Clerks will be on a complement-neutral basis, with a ratio of five (5) or more RMPOs reporting to an Administrative Post Office (APO) resulting in one (1) Lead Clerk in the APO.

Changes in Level of Post Offices:

- XI. Whenever an office is upgraded (e.g., Level 2 RMPO to Level 4 RMPO) or downgraded (e.g., Level 18 to Level 6) the office will be staffed with the category of employee appropriate to the new office size consistent with the terms of this document on staffing POSTPlan offices. Employee impacts will be addressed by application of Article 12 and other relevant terms of the collective bargaining agreement.
- XII. When the Postal Service conducts an evaluation of any POSTPlan office, the Postal Service will provide the APWU a copy of the evaluation it utilizes to determine the level of post offices and consider any input provided relative to the evaluation.

Other Provisions:

- XIII. The Postal Service anticipates that the remaining post offices to be evaluated under POSTPlan will be completed by September 30, 2014. These offices will be staffed as set forth above. However, for these Level 2, Level 4 or Level 6 RMPOs currently staffed with bargaining unit employees the career employee may elect to remain in the office as a career employee.
- XIV. Limited solely to seniority, bidding, Article 6, Article 12 excessing, PTF conversion to full-time, and PSE conversion to career, the installation (or "bid cluster") is defined as the Administrative Post Office (APO) and the RMPOs reporting to that APO.
- XV. National Agreement Article 30 issues will be negotiated between the parties at the local level, unless an office is already covered by an existing LMOU. The time period for these discussions, where necessary, will be established by the parties within 90 days from the date of this document.
- XVI. The Postal Service will cooperate with APWU to assure that the APWU will be able to participate in new employee orientation [Article 17.6] for employees in these offices. Whenever possible, telephonic or electronic communication and/or information sharing is encouraged between the employee and the Union.
- XVII. Management will not take actions for the purpose of circumventing the terms of this document. The Employer is not restricted from making decisions regarding staffing, office level, and reassignments consistent with their historical practice of evaluating post offices and in accordance with the National Agreement.
- XVIII. Management will not designate additional offices as PTPOs to circumvent any of the terms of this document. Current criteria for PTPO designation will be maintained during POSTPlan.
- XIX. Unless extended by mutual agreement for six months following the effective date of this document, disputes arising under this document will be referred to an Administrative Dispute Resolution Procedure.
- XX. The parties agree that this is a full and complete settlement and resolution of cases Q11C-4Q-C 12243899 (POSTPlan); Q11C-4Q-C 11275789 – (PSE Utilization) as it applies to the terms of this document; Q11C-4Q-C 11275747 (PSE Job Descriptions) and all local grievances held pending their resolution. No other remedies are due, including any monetary remedy, except for the actions required above. Disagreements over interpretation of this

document will be promptly assigned to the arbitrator assigned to Q11C-4Q-C 12243899 (POSTPlan) for expeditious resolution.

XXI. To the extent that the provisions of this document affect rights and obligations of the parties under the National Agreement, they are strictly limited to the provisions of this document and shall not change or vary in any other manner the rights and obligations of the parties under the National Agreement.



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Date: 9/22/14