CLERK DIVISION

2021-2024 CBA REVISIONS AFFECTING THE CLERK CRAFT

American Postal Workers Union, AFL-CIO

Bullet points on all slides that are in bold print are direct contractual language. When page numbers are referenced, they are the page numbers of the flimsy CBA that was sent to the membership for the ratification vote. Once the actual CBAs are printed and in full use, this power point will be changed to reflect those page numbers.

President Mark Dimondstein

Clerk Craft Director Lamont Brooks

Assistant Director Lynn Pallas-Barber

Assistant Director Sam Lisenbe

Article 7.1.B.3
PSEs Conversion to Career

- **With the exception of PSEs in Level 4 RMPOs, and if not converted earlier, PSEs will automatically convert to career after they reach 24 months of relative standing.** (Note: This initial conversion will take place on April 23, 2022)
- MOU, Re: PSE Automatic Conversion to Career – Explains new entry Step GG. In Level 20 offices, PSEs are converted to PTF. In Level 21 and above offices, PSEs are converted to Full-Time Flexible (FTF).
- 24-month conversion does not apply to PSEs converted earlier via MOU, Re: Residual Vacancies – Clerk Craft, or through maximization.

The initial career conversions of PSEs who reach 24 months of relative standing is effective on April 23, 2022. Subsequent conversions of PSEs when they meet the 24 month relative standing prerequisite will be on the first day of the 3rd pay period after reaching their 24 months. 3rd Bullet Point: Maximization – Article 7.3, Page 13, is also an avenue for conversion to FTR, as is 37.3.A.1, Page 101. Residual Vacancies – Clerk Craft MOU – Pages 241-244.

PSE Conversions to FTF

- Upon PSEs' conversion to career Full-Time Flexible (FTF), Article 37.4 will apply.
- Article 37.4.A – **Full-time flexible employees and unassigned regular employees are considered unencumbered employees.**
- Once any career FTF has been unencumbered for 120 calendar days, if the number of FTR duty assignments is less than the number of full-time clerks in the installation, Article 37.4.D will require that a newly established duty assignment be posted for bid.

FTF is not a separate category. FTF can be assigned a flexible schedule and is an unencumbered employee who does not hold a duty assignment, in accordance with Article 37.4.A, Page 113. Article 37.3.A.1, Page 101, should also be mentioned as a way to argue that FTF work hours create newly established duty assignments that must be posted for bid. MOU – PSE Automatic Conversion to Career, Pages 261-262, has Q&A at the end of the MOU – "With the FTF automatic conversion language is it the intent of the parties to change any of the existing contractual provisions regarding FTF employees? Response: No. FTF employees are considered unencumbered and assigned schedules and duty assignments in accordance with Article 37.4. "

Article 8.3
Nonscheduled Day for PTFs

- **All PTFs will be guaranteed a minimum of one (1) nonscheduled day each service week, except during the peak season exception period. Management will notify PTF employees of their assigned nonscheduled day by Wednesday preceding the service week.**
- **Q&A – Will PTF employees be allowed to volunteer to work their guaranteed nonscheduled day? PTF employees may volunteer to work their guaranteed nonscheduled day. Management has discretion to determine if a PTF is needed on a nonscheduled day.**

Remedy for USPS denying PTF a nonscheduled day – Administrative Leave or equivalent pay. If non-OTDL is mandated to work OT due to PTF's guaranteed nonscheduled day, utilize MOUs – Article 8, Pages 189-190, and Article 8 Task Force, Page 263. Remedy for non-OTDL can be additional 50% pay for working nonscheduled day and/or Administrative Leave or equivalent pay. FTR guaranteed 8 hours on an off-day.

Article 8.3
Nonscheduled Day for PSEs

All PSEs will be offered a minimum of one (1) nonscheduled day each service week, except during the peak season exception period. Management will notify PSE employees of their assigned nonscheduled day by the Wednesday preceding the service week.

Remedy for USPS denying PSE a nonscheduled day – Administrative Leave or equivalent pay. If non-OTDL is mandated to work OT due to PSE's nonscheduled day, utilize MOUs, Article 8, Pages 189-190, and Article 8 Task Force, Page 263. Remedy for non-OTDL can be additional 50% pay for working nonscheduled day and/or Administrative Leave or equivalent pay. FTR guaranteed 8 hours on an off-day.

Article 8.8.C
Workhour Guarantee

- 2018-2021 CBA language – **The Employer will guarantee all employees at least 4 hours work or pay on any day they are requested or scheduled to work** ~~**in a post office or facility with 200 or more workyears of employment per year. All employees at other post offices and facilities will be guaranteed 2 hours work or pay when requested or scheduled to work.**~~
- 2021-2024 CBA language – **The Employer will guarantee all employees at least four (4) hours work or pay on any day they are requested or scheduled to work.**
- ***Note:*** *Red print indicates language in the 2018-2021 CBA that was deleted from the 2021-2024 CBA.*
- Currently, USPS only agrees that PTFs receive the 4-hour guarantee. However, the parties are still in discussion on the interpretation of how the language should read.

PTF guarantee increased from 2 to 4 hours. 2020 JCIM, Article 8, Page 54 – When a PTF employee, prior to clocking out, is told to return after 2 hours, that employee must be given another minimum guarantee of 2 hours work or pay. New language in 8.8.C would require a 4-hour guarantee in this situation. New language – " Employer will guarantee all employees at least 4 hours work or pay" Article 5 – Past Practice could assist in showing that PTFs have historically been worked a certain number of hours in a call back. NTFT assignments that work less than 4 hours on Saturdays could also be affected by this new contractual language.

Article 8.8.E
PTF Minimum Workhour Schedule

- **PTFs will be guaranteed a minimum work schedule of twenty-four (24) hours per pay period.**
- Previous guarantee was only two (2) hours per pay period.

Clerk Craft position – The 24-hour guarantee should be in home office when available before resorting to PTF Hub Agreement. If there is a PSE(s) in the office, the PTF should not be forced to loan out (Hub Clerk Agreement) to other offices to reach the 24-hour guarantee each pay period (See Article 7.1.B.2, Page 10). If it's a Level 18 office, the Postmasters should reduce the 15 hours of bargaining unit work they are allowed in order to ensure the PTF reaches the 24 hours in the home office.

Workhour Guarantee

- PTFs should be scheduled for the 4-hour guarantee during consecutive work hours. Currently, USPS does not agree with this position.
- Management should make every effort to work PTFs in their home office to reach the 24-hour guarantee per pay period.
- There is additional contractual language that supports the consecutive work hours and 24 hours in the home office arguments.
- Article 1.6.B – Global Settlement MOU
- NTFT MOU

Step 4 – Work Hour Guarantee – 8/30/88 – USPS position – "… that associate post office PTF employees have no contractual guarantee beyond the associate office in which they are employed." USPS derived this position from 1-26-84 national-level award from Richard Bloch – H8C-4J-C-34063 – "PTF employees … are assigned to the associate offices and that their first responsibility is to those offices" (Page 4).

Article 1.6.B MOU& NTFT MOU

- **1.6.B MOU - Bargaining unit work performed by postmasters or supervisors should be consecutive hours to the extent practicable, so as to minimize the necessity for split shifts for Clerk Craft employees, whenever possible.**
- **NTFT MOU - Non-traditional full-time assignments will have no more than a 1-hour lunch. Exception: in post offices (Level 20 and below) where necessary to accommodate the conversion of PTFs to full-time status, split shifts will be permissible.**
- **ELM 432.32 – Except as designated in labor agreements for bargaining unit employees or in emergency situations … PTF employees may not be required to work more than 12 hours in one service day. In addition, the total hours of daily service, including scheduled work hours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours.**

Management should already be minimizing split shifts for PTFs based on this 1.6.B MOU provision. Other than this exception in the NTFT MOU, which is for the purpose of maximization to full-time, management should be avoiding split shifts whenever possible. ELM 432 language is also found in 2020 JCIM, Page 52, Article 8.5.G.

Article 11.1 and 11.7
Juneteenth Added as a Holiday

- Section 1. **Juneteenth National Independence Day**
- Section 7. **Holiday Part-Time Employee**

Effective January 1, 2022 the employee shall be compensated for eleven (11) holidays by basing the employee's regular straight-time hourly rate on the employee's annual rate divided by 1,992 hours.

- In previous CBAs, PTFs were paid for ten (10) holidays and their annual rate was divided by 2,000 hours.

Article 14.3.C
District Level Safety Committees

There shall be established at the District Level, a District Joint Labor-Management Safety Committee. District Safety Committees will consist of 2 members from each party; with management members selected by the District Manager or designee and Union members selected by the APWU President or designee. District Safety Committees will meet quarterly … The USPS/APWU National Joint Labor-Management Safety Committee will create guidelines for District Committees. Area Safety Committees are responsible for assisting and monitoring District Committees.

MOU, Re: Article 23 Rights of Union Officials to Enter Postal Installations

Officers and/or APWU representatives who are in a full-time Leave Without Pay (LWOP) status or retired will be issued an identification badge to enter postal facilities within their respective local(s) for engaging in official union duties and business related to the Collective Bargaining Agreement. The Union, at the Regional Level, will certify to the appropriate USPS District Labor Relations Manager those full-time or retired officers and/or representatives who need to be issued an identification badge, including the name, location(s) for the access, and the duration of the term of office and/or appointment.

This MOU is not intended to alter or amend the provisions of Article 23.

MOU – Article 23 Rights of Union Officials to Enter Postal Installations

- This MOU should alleviate many of the problems our officers, stewards, and representatives have historically experienced when attempting to enter postal installations if they are in an LWOP status or are retired from the Postal Service.
- The MOU also states that a certification form will be developed by APWU and that upon conclusion of a representative's term of office and/or appointment, the ID badge shall be relinquished to the USPS.

Article 26.2 & 3
Uniforms and Work Clothes

- Section 2. Annual allowance – Regular Uniform Program - increased each year – 2022, 2023, 2024
- Increases become effective on employee's anniversary date.
- Section 3. Annual allowance – Work Clothing Program – increased each year – 2022, 2023, 2024
- **Unused portions of an eligible employee's annual allowance … will be carried over and available for use beginning 12 months after the end of each anniversary year.**

Article 37.3.F.7.c
Window Training

When the duty assignment is for a job that requires window training, normally the employee will begin the required training within 10 days after the posting of the senior bidder, excluding December. An employee who has scheduled leave of a week or longer (4 days during a holiday week) within the first 28 days, may at his/her option, begin training upon return from the scheduled leave.

Article 37.3.F.7.c
Window Training

- Significant improvement to the bidding process for duty assignments requiring window.
- Previously, clerks have had to wait, in some instances, for months to enter into window training.
- This will not only accelerate senior bidders' window training, but if the senior bidder fails to qualify, it will hasten the next senior bidder's opportunity to enter training.

New MOUs Applicable to PSEs

- Postal Support Employee (PSE) District Cap
- Postal Support Employee (PSE) Automatic Conversion to Career
- Work Environment Improvement Task Force
- Deaf and Hard of Hearing
- Use of Leave – Qualifying Period
- Article 21.1 – Health Benefits
- Remote Encoding (REC) Staffing
- PTF and PSE Annual Leave

PSE MOU – Attachment A.I.A.1 & 2 Accrual of Annual Leave

- **In all Level 4 RMPOs, upon completion of two 360-day appointments, and immediately upon reappointment to any subsequent appointment thereafter, PSEs will earn one additional hour of leave per pay period.**
- **In all non-POStPlan offices including APOs, upon completion of an initial 360-day appointment as a PSE and immediately upon reappointment to subsequent appointment(s) thereafter, PSEs will be advanced 40 hours of annual leave. Upon initial implementation, PSEs will receive annual leave prorated to the end of their 360-day term.**

1st Bullet Point – USPS wouldn't agree to career conversions of PSEs in Level 4 RMPOs, so we negotiated the additional hour of annual leave each pay period that will be earned after two 360-day appointments. That's 26 additional hours of annual leave, 6.5 days in a leave year for Level 4 RMPO PSEs who meet this criteria.

PSE MOU – Attachment A.I.A.2.b Accrual of Annual Leave

- **In all Level 4 RMPOs, upon completion of two 360-day appointments, and immediately upon reappointment to any subsequent appointment thereafter, PSEs will be advanced 40 hours of annual leave. Upon initial implementation, PSEs will receive annual leave prorated to the end of their 360-day term.**
- This is not additional annual leave. It is annual leave that a PSE is expected to earn throughout the course of the leave year.

MOU, Re: Deaf and Hard of Hearing Reasonable Accommodation

- Must be reasonably accommodated for **corrective actions, formal** training **sessions, service talks lasting longer than 5 minutes, meetings to discuss work procedures, policies and assignments, meetings to discuss excessing or consolidation and related job selection, meetings to discuss retirement options and issues.**
- Defines a "skilled interpreter".
- **All Postal Service employees who supervise employees who are deaf and hard of hearing … must complete Postal Service-approved training** on several subjects.

MOU, Re: Non-Traditional Full-Time (NTFT) Duty Assignments

- **NTFT duty assignments may have regular weekly schedules with total hours between 30-48 hours.**
- Previous CBA did not contain language that clarified the boundaries for work hours of NTFT duty assignments. The addition of this language was to simply define the parameters of NTFT assignments and correspond to the JCIM, Article 7.

MOU, Re: Article 21.1

1.c) employees will receive the … Employer contribution in the APWU Health Plan Consumer Driven Self, Consumer Driven Self Plus One, or Consumer Driven Family plans only after those employees are first enrolled in a FEHBP plan for a period of one (1) full year **(including any time spent as a PSE enrolled in a FEHBP plan).**

The new language in this slide now provides that the time spent as a PSE counts toward their one-year requirement in the Consumer Driven Plan to become eligible for USPS payment of the 95% of the total premium. Prior to this change, a newly converted employee had to meet the one-year requirement as a career to be eligible.

MOU, Re: Residual Vacancies – Clerk Craft

For the first full-time opportunity in each block of 4 or 6, if the relative standing date of the PSE within the installation (bid cluster) is older than the date of the request for a transfer to the installation, the PSE will be converted. The process will be continuous, in blocks of 4 or 6, as applicable.

The 1 in 6 block had previously been reset each contract, but it's now continuous, as is the 1 in 4 block. Locals are responsible for keeping up with their vacancies, transfers, PSE conversions.

MOU – Residual Vacancies – Clerk Craft

A. 7. **Clerk Craft PTFs/PSEs** who express a preference from an installation within a 50-mile geographic radius. **All Clerk Craft PTF applicant(s), by installation seniority order, will be processed ahead of PSE applicant(s). In the event there are no PTF applicants,** the PSE with the highest installation standing within the 50 miles will be selected. **PTF placement in the assignment or c**onversion of PSEs to career will take place no later than the first day of the third full pay period after either the close of the posting cycle or, when an employee is being considered for transfer, the date the employee/employer rejects the offer/request. **Normal considerations contained in the Transfers MOU will not apply.**

The new language includes PTFs for canvassing and their applications are processed ahead of PSE applicants.

MOU – Residual Vacancies – Clerk Craft

B. 2. offer to **Clerk Craft PTFs/**PSEs working in an installation within a 50-mile radius of the installation with the vacancy. **All Clerk Craft PTF applicant(s), by installation seniority order, will be processed ahead of PSE applicant(s). In the event there are no PTF applicants,** the PSE with the highest installation standing within the 50 miles will be selected. **PTF placement or c**onversion of PSEs to career will take place no later than the first day of the third full pay period after either the close of the posting cycle or, when an employee is being considered for transfer, the date the employee/employer rejects the offer/request. **Normal considerations contained in the Transfers MOU will not apply.**

This section is for PTF vacancies. New language includes PTFs and their applications are processed ahead of PSE applicants.

MOU, Re: Residual Vacancies – Clerk Craft

- Clerk Craft Director, or designee, will now be provided an electronic list of all residual vacancies posted for each Clerk Craft 21-day posting, Regular eReassign posting, 50-mile canvassing report(s) and the results of each.
- These postings and results are available to Local Presidents on APWU website.

MOU, Re: Workplace Free of Harassment

- To achieve a workplace free of harassment, the parties agree to establish at the National Level a "Task Force on Preventing Harassment." The purpose of the Task Force is to explore the most effective methods to ensure employees are aware of Postal Service policies and procedures on harassment.
- This Memorandum of Understanding may not be cited in the grievance procedure or used as the basis for a grievance. Nothing in this MOU affects the rights of employees to file a grievance under Article 2 of the National Agreement.

MOU, Re: Use of Leave – Qualifying Period

- **The parties agree that postal support employees (PSEs) with a minimum of 90 days of continuous service as a PSE prior to conversion to career status will be exempt from the 90-day qualifying period as written in the ELM 512.313. Any break in service as required by Appendix A, Section 1.b will not impact this continuous service requirement.**
- ELM 512.313.b(1) – **New employees are not credited with and may not take annual leave until they complete 90 days of continuous employment under one or more appointments without a break in service.**

2021-2024 CBA is in effect as of February 28, 2022.

MOU, Re: Work Environment Improvement Task Force

As a supplement to the MOU, Re: *Work Environment Improvement*, a Task Force is established for the purpose of jointly seeking methods to improve the cultural environment in facilities with APWU represented bargaining unit employees. The parties reconfirm our commitment to continue our joint objective of creating an improved work environment for all employees.

The parties agree that the intent of the Task Force is to jointly develop processes and solutions that will improve the work environment thus ensuring that the Postal Service is an "employer of choice."

See MOU, Re: Work Environment Improvement, Pages 206-207.

MOU, Re: Article 35: Employee Assistance Program Subject of Discussion

The parties recognize the issues of child and elder care and the potential challenges many employees may face as a result of these issues during their postal careers.

Therefore, the parties agree that for the term of the 2021 National Agreement child and elder care means, methods, and programs may be included as a topic of discussion of the Employee Assistance Program Joint Committee established under Article 35.

MOU, Re: Pilot Program Assignment of PTF Hub Clerks

- The parties agree to… pilot new procedures that provide for part-time flexible (PTF) Clerk Craft employees to identify specific offices outside their home office (installation) to work in.
- The parties will meet to establish the terms of the subject pilot, including but not limited to:

MOU - Pilot Program
Assignment of PTF Hub Clerks

- The duration of the pilot (not to exceed 6 months);
- The location(s) where the pilot will be conducted (by mutual agreement);
- The number of locations where the pilot will be conducted (not to exceed 6 locations);
- The method(s) of analysis of data collected during the pilot; and
- The pecking order/method of assignment of PTFs to installations other then their home office (installation).

MOU - Pilot Program
Assignment of PTF Hub Clerks

- The current Hub Clerk MOU allows PTF clerks to choose whether or not they wish to be loaned to other offices.
- The current MOU does not allow PTFs to choose offices they wish to be loaned to.
- The intent of the Pilot Program is to allow PTFs in the pilot locations to identify specific offices they are willing to be loaned to.
- In many cases, a PTF may wish to be loaned to offices within a few miles of his/her home but doesn't want to be loaned to offices several miles from his/her home.

The MOU, Re: Assignment of PTF Hub Clerks contains a pecking order for management to utilize for loaner offices: 1. PTFs who want to work in other offices; 2. Available and qualified PSEs; 3. PTFs who have not preferenced to work in offices other than their own.

Use of Privately Owned Vehicles in Relation to PTF Hub Clerks

- MOU since July 21, 1987
- **No craft employee represented by the APWU may be coerced into furnishing a vehicle or carrying passengers without the employee's consent. The use of a personal vehicle is the decision of the employee and it is not the intent of the parties to discourage such use of personal vehicles when transportation is needed from one postal facility to another or in the completion of the employee's assignment.**

If an employee is provided transportation to a different office, management must provide transportation back to the employee's home office. If the employee ends tour at a different location, the return trip will not be on the clock but management must promptly furnish transportation back to the employee's home office. This MOU is important for PTFs when being loaned to other offices.

Q&As – JCIM
PTF Clerks Working in Other Installations

1. Does requiring a part-time flexible clerk to work in more than one (1) installation violate the National Agreement?

Response: No, part-time flexible clerks may be assigned to work in offices outside their home office (the "Employ Office" identified on PS Form 50) provided such assignment is otherwise consistent with the National Agreement.

MOU – Use of Privately Owned Vehicles is part of the CBA. An employee cannot be forced to use his/her personal vehicle for travel to a different office.

MOU, Re: Remote Encoding Center (REC) Staffing

- REC will be staffed with **62% career full-time regulars (FTR)** and **38% PSEs**.
- **The full-time flexible (FTF) category of employees will be eliminated from the REC within 60 days of the effective date of the Agreement. All current FTF duty assignments … will be reposted as FTR assignments at the REC as soon as practicable. These duty assignments will be available for clerks within the installation to bid.**
- The parties at the national level are still in discussion on this issue as it relates to the 24-month PSE conversion and the REC site staffing.

FTF category eliminated from the REC site.

MOU, Re: Overtime Administration Prior to Peak Season

During the term of the current agreement, during the 4 week period prior to accounting period 3, when needed, overtime work for FTR employees shall be scheduled among available and qualified employees doing similar work in the work location where the employees regularly work. The following conditions for the assignment of overtime are for the purpose of protecting the rights of Overtime Desired List employees during the 4 week period prior to peak season:

Agreed to the 4-week period prior to AP 3 so new PSEs could be trained before Peak Season begins. This MOU protects the OTDL during the 4-week ramp up period leading to Peak Season.

MOU – Overtime Administration Prior to Peak Season

- **1. During the 4 week period prior to AP 3, when an opportunity exists for overtime for qualified and available full-time employees doing similar work in the work location where the employees regularly work, prior to using a PSE in excess of 8 hours in a service day or 40 hours in a service week, such qualified and available FTR employees on the appropriate Overtime Desired List will be selected to perform such work in order of their seniority on a rotating basis up to 10 hours in a day or 56 hours in a service week.**
- **2. This MOU is not intended to change, modify or eliminate any Article 30 LMOU language addressing overtime scheduling which may be in conflict with this MOU.**

The Peak Season has normally been modified each year by mutual agreement of the parties at the national level. Article 8.4.G – Only references utilizing OTDL prior to PSEs working over 8 hours each day. This MOU also includes using OTDL before PSEs work in excess of 40 hours in a service week during the relevant 4-week period. Will be an additional responsibility of the Locals to keep up with the 8 hour and 40 hour restrictions. Locals should be sure to check their LMOU to determine if they have different overtime language. In addition, #1 above requires the utilization of the OTDL up to 10 hours a day or 56 hours in a service week prior to utilizing a PSE in excess of 8 hours in a day or 40 hours in a service week during the 4-week period prior to AP 3. Normally, we would argue for up to 12 hours a day and up to 60 hours in a service week.

MOU, Re: Delivery/Sales Services & Distribution Associate – Type 1 Uniform

The parties agree that the Delivery/Sales Services & Distribution Associate (P7-06) (OCCUPATION CODE: 2320-0007), will be eligible to purchase Type 1 uniforms as outlined in the Employee and Labor Relations Manual (ELM), Section 933.1, with the same allowance as provided to eligible Clerk/Special Delivery Messengers under Article 26.2.A of the National Agreement.

MOU, Re: PTF and PSE Annual Leave

- **In all non-POStPlan Offices, including APOs, upon completion of an initial 360-day appointment as a PSE and immediately upon reappointment to any subsequent appointment(s) thereafter, PSEs will be advanced 40 hours of annual leave. Upon initial implementation, PSEs will receive annual leave prorated to the end of their 360-day term.**
- **In all Level 4 RMPOs, upon completion of two 360-day appointments, and immediately upon reappointment to any subsequent appointment thereafter, PSEs will earn one addition hour of leave per pay period and will be advanced 40 hours of annual leave.**

2nd bullet point – USPS wouldn't agree to conversions of PSEs in Level 4 RMPOs, so we negotiated the additional hour of annual leave that will be earned each pay period after two 360-day appointments. That's 26 additional hours of annual leave, 6.5 days in a leave year for Level 4 RMPO PSEs who meet this criteria.

MOU – PTF and PSE Annual Leave

- **Forty (40) hours of annual leave will be advanced to PTF employees, prorated to the end of the leave year as a PTF and annually thereafter unless and until the employee converts to full-time status.**
- For PTFs and PSEs, the advance of 40 hours annual leave is not additional leave. It is leave that the PTFs and PSEs are expected to earn throughout the course of the leave year.

MOU, Re: Postal Support Employee (PSE) District Caps

The USPS and APWU agree to expand the PSE District cap by an additional 10 PSEs per each of the 46 Package Support Annexes (PSAs) identified in the list. The 460 additional PSE employees may be assigned to work in any facility within the installation.

Grade 6 PSEs assigned to a Level 4 RMPO will not count against the applicable cap.

In addition to the exception period in accounting periods 3 and 4; there will be 4 weeks preceding AP 3 during which the PSE cap will be temporarily increased for both Function 1 and Function 4. The cap exception will increase by 1% each week, starting with a 1% increase to the cap in week 1, and an additional 1% in week 2 to equal a 2% increase, an additional 1% in week 3 to equal a 3% increase, and an addition 1% increase in week 4 to equal a 4% increase.

Second Paragraph – Grade 6 PSEs in Level 4 RMPOs will not count against applicable cap – USPS wanted a year-round cap increase but we only agreed not to count these Level 4 RMPO PSEs against the cap. This will be a loss of no more than 12 PSEs in the each of the 67 former districts, or 804 PSEs that will not count against the cap. USPS based the number on the 67 districts before their reorganization, not the 50 current districts times 12, which would have been 600. This may help our national dispute on the reorganization and reduction of districts.

MOU, Re: Election Mail Task Force

Contributing to the successful delivery of Election Mail was the 2020 Election Mail Task Force, a team consisting of postal management, union, and management association leaders that regularly convened to collaborate on federal election mail topics.

In the spirit of cooperation spurred by the 2020 Task Force, and in recognition of the critical and continuing role of the Postal Service in the nation's electoral process, the parties agree to continue an Election Mail Task Force.

MOU, Re: Article 8 Task Force

- The parties recognize that **sustained and excessive levels of overtime** worked by non-volunteers are not **beneficial to the Postal Service or its employees.**
- A National Level Task Force will be established to develop and evaluate improvements to the overtime process.
- Sustained and excessive overtime by non-volunteers is a proper topic for Local, Regional, and National Labor-Management Committee meetings.
- **Any disputes on this subject may be processed through the Grievance-Arbitration procedure in accordance with Article 15.**

MOU, Re: PTF One-Time Voluntary Reassignment Opportunity

All PTF Clerk Craft employees on the rolls on September 21, 2021, who have completed their probationary period in installations with less than 100 career Clerk Craft employees, will be given a one-time opportunity to voluntarily reassign to installations with 100 or more Clerk Craft employees as full-time Clerk Craft employees within their current districts.

PTFs have priority consideration in eReassign for this purpose.

MOU – PTF One-Time Voluntary Reassignment Opportunity

- The opportunity was offered during the month of March 2022 through eReassign.
- Any such transfer will result in the former PTF beginning a new date of seniority in the new installation.
- Postal Service identified residual vacancies within each district to offer to affected PTFs to choose from.
- PTFs must have **an acceptable work, attendance, and safety record** to qualify for this reassignment/transfer.

Agreed to March 2022 to give PTFs seniority in their new office over PSEs converting to FTF soon afterward.

MOU, Re: In-Service Examinations, Register and Eligibility Ratings

The USPS and APWU agree that on an annual basis (from March 1-31), any career employee may submit a written request to be tested for Maintenance Craft eligibility ratings for all occupational groups (excluding NST ET-11). The testing process shall follow the current timelines. Once an employee receives eligibility ratings, the employee may then request placement, or reinstatement, on in-service registers. In the event there is no in-service register, the employee's eligibility ratings shall become a part of their eOPF. Management shall notify the employee of the results no later than 60 days after the testing, provided that the applications have been properly completed.

This MOU is applicable to all crafts. Maintenance Craft agreed to change the 2022 annual exam/ratings to April 1-30 due to the current CBA not being effective until February 28, 2022.

Disclaimer – This is the product of the American Postal Workers Union, Clerk Division. Any changes to this power point presentation without the approval of the Clerk Division at the headquarters level are not the responsibility of the APWU or the Clerk Division.