

**2010 Contract Negotiations**

**APWU: WE WANT OUR WORK BACK!**

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**2010 CONTRACT NEGOTIATIONS**

- ***The Perfect Storm***
  - USPS Financial Losses
    - Revenue Decline
    - Mail Volume Decline
    - Billion Dollar Burden created by Congress
    - PRC Denies Exigent Need Rate Increase
  - Nationwide Recession
  - 10% Unemployment
  - Unions Making Major Concessions
  - 2010 National Election
    - Right Wing Tea Party Republicans Take Control of House
  - New APWU President
  - New Postmaster General
  - President Obama Announces 2 Year Federal Wage Freeze
  - Declining APWU Membership & Work Opportunities

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**2010 Contract Negotiations**

**APWU: WE WANT OUR WORK BACK!**

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**2010 CONTRACT NEGOTIATIONS**

- 2006-2010 CBA Expires: November 20, 2010
- Negotiations Begin: September 1, 2010
- APWU Negotiating Team:

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**2010 CONTRACT NEGOTIATIONS**

- APWU Negotiating Team:  
**Cliff Guffey, President**
  - Greg Bell, Executive Vice President
  - Mike Morris, Director Industrial Relations
  - Rob Strunk, Director Clerk Division
  - Steve Raymer, Director, Maintenance Division
  - Robert Pritchard, Director Motor Vehicle Division
  - Bill Manley, Director Support Services Division



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**2010 Contract Negotiations**

**APWU: WE WANT OUR WORK BACK!**

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**2010-2015 CONTRACT**

- 4 ½ Year Contract - Expires May 20, 2015
- Layoff Protection - Every APWU Represented Employee on Rolls as of 11/20/10
- General Wage Increases Totaling 3 ½ %
  - November 17, 2012 - 1%
  - November 16, 2013 - 1 ½%
  - November 15, 2014 - 1%
- Uncapped COLA Preserved
- Excessing Limitations
- Casuals Eliminated

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**2010-2015 CONTRACT**

- Thousands of Jobs Returned to Bargaining Unit
  - From EAS Positions (Nearly 1,000 initially)
    - Postmasters, 204-B, Administrative & Technical
  - From Contractors (Almost 4,000 initially)
    - Telephone Call Centers (1,100)
    - Contract Postal Units (unknown)
    - HCR Routes (600)
    - Vehicle Maintenance (740)
    - Subcontracted Custodial Services (1,500)

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**2010-2015 CONTRACT**

- Lead Clerk Position Established
- 204-B's Reduced and Restricted
- PMR's Eliminated in PO, level 15 and above
- POA's Eliminated
- Mandatory Overtime Protection
- "Bid Blocking" Finally Eliminated

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**2010-2015 CONTRACT**

**Workforce Benefits, Employment Opportunities, Training & Education Fund**

- USPS will contribute \$270 million over life of CBA.
- Fund will be used first to pay Employer's share of NCA Health Insurance Premiums.
- Additional funds will be used for:
  - a) additional NCA benefits;
  - b) training & education of employees to facilitate performance of new work; and
  - c) supplement existing resources to ensure return of contracted out work.

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**2010-2015 CONTRACT**

**Article 1 (1.6.B)**

- No Bargaining Unit Work for Postmaster or Supervisors in Post Offices, Level 20 and above
- Level 18 PM ≤ 15 Hours / Week
- Level 15-16 PM ≤ 25 Hours / Week
  - [Downgraded Offices Remain at Standard for Beginning of Contract]
- PM must document work hours
- POA's Eliminated
- 2<sup>nd</sup> Supervisor - No Bargaining Unit Work
- PMR's Eliminated in Offices Level 15 and above.
  - Global 1.6.B Settlement

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**2010-2015 CONTRACT**

**Article 1 (JOBS)**

- Two Hours or Less Custodial Work Otherwise Contracted Out - If no other Maintenance Employee - Work Will be Given to APWU Craft Employee.
- All FTR's in Post Offices Level 21 and Above.
- MAXIMIZATION OPPORTUNITIES through Non-Traditional Full-Time Assignments in Post Offices - Level 20 and Below

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**2010-2015 CONTRACT**  
**Article 1 (JOBS)**

- All work that is not managerial or supervisory BELONGS in the bargaining unit.
- Resolution of long standing EAS disputes. WORK RETURNED from EAS in each craft after a “seepage audit”.
- Language that permits us to “FOLLOW THE WORK” in the future

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**2010-2015 CONTRACT**  
**Article 2**

- USPS Commitment to non-discriminatory practices in hiring Non-Career Employees.
- USPS Commitment to Continued Compliance with the National Rehabilitation Act of 1973.
  - Non-Discrimination Memorandum

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**2010-2015 CONTRACT**  
**Article 6**

- Layoff Protection during the life of the CBA for all APWU Represented Employees Hired before November 20, 2010.

Article 6 MOU

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**2010-2015 CONTRACT**  
**Article 7**

- **Casuals eliminated in all offices**
  - No more RCA's with dual appointments allowing them to work in the Clerk Craft
- **Bridge Memo Continues**
  - [MOU re: Article 7, 12 & 13 – Cross Craft and Office Size](#)
  - [MOU re: Office Size](#)

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**2010-2015 CONTRACT**  
**Article 7**

- **TEs eliminated in RECs, full-time career percentage increased from 30% to 50%, (additional 20% being full-time flexible)**
  - [MOU re: Career Employees in Remote Encoding Centers](#)

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**2010-2015 CONTRACT**  
**Article 7 – Non-Career Assistants (NCAs)**

- **NCA's are bargaining unit employees and will replace casuals and TEs.**
- **NCA's will be hired from appropriate register.**
- **NCA's serve 360 day appointments (5 day break in service).**
- **Career hiring will come from NCA rolls by seniority.**

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**2010-2015 CONTRACT**  
**Article 7 – Non-Career Assistants (NCAs)**

Pay Grade	Current Rates	
	TEs	Casuals
3	11.76	
4	11.96	
<b>5</b>	<b>13.27</b>	<b>10.81</b>
6	14.10	
7	14.99	
8	15.31	

- All TEs are in RECs at Grade 5. There are published rates for other Grades, but the rates – other than Grades 5 & 6 are not used.
- Clerk Casuals are paid from \$7.25 (66 people) to \$18.50 (4 people).

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**2010-2015 CONTRACT**  
**Article 7 – Non-Career Assistants (NCAs)**

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4	11.96	
<b>5</b>	<b>13.27</b>	<b>10.81</b>
6	14.10	
7	14.99	
8	15.31	

- The weighted average for Clerk Casuals is \$10.81.
- 20% at \$9.00
- 28% at \$11.00
- 26% at \$12.00

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**2010-2015 CONTRACT**  
**Article 7 – Non-Career Assistants (NCAs)**

Pay Grade	Current Rates	
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4	11.96	
<b>5</b>	<b>13.27</b>	<b>10.81</b>
6	14.10	
7	14.99	
8	15.31	

- MVS casuals paid \$11.00 to \$22.00
- Weighted average is \$17.56
- Maintenance casuals \$8.00 to \$21.30
- Weighted average is \$10.77

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### 2010-2015 CONTRACT

**Article 7 – Non-Career Assistants (NCAs)**

	Pay Grade	Current Rates		NCA
		TEs	Casuals	New Rates Start
	3	11.76		12.00
	4	11.96		12.38
<b>Former TEs</b>	<b>5</b>	<b>13.27</b>	<b>10.81</b>	<b>13.74</b>
<b>Most NCAs</b>	<b>6</b>	<b>14.10</b>	<b>10.81</b>	<b>14.60</b>
	7	14.99		15.52
	8	15.31		15.85

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### 2010-2015 CONTRACT

**Article 7 – Non-Career Assistants (NCAs)**

Pay Grade	NCA New Rates Start	General Increase Wage Adjustment	17-Nov-2012	16-Nov-2013	15-Nov-2014
			1.0%	1.5%	1.0%
3	12.00		12.24	12.54	12.84
4	12.38		12.63	12.94	13.25
<b>5</b>	<b>13.74</b>		<b>14.01</b>	<b>14.36</b>	<b>14.70</b>
<b>6</b>	<b>14.60</b>		<b>14.89</b>	<b>15.26</b>	<b>15.62</b>
7	15.52		15.83	16.22	16.61
8	15.85		16.17	16.56	16.96

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### 2010-2015 CONTRACT

**Article 7 – Non-Career Assistants (NCAs)**

- NCA's will have leave benefits.
- NCA's will have health benefits after 1 year of employment.
  - USPS will pay 75% of APWU Consumer Driven Plan

	Biweekly		Annually	
	USPS Pays	NCA Pays	USPS Pays	NCA Pays
<b>Self</b>	<b>116.55</b>	<b>38.85</b>	<b>3,030.30</b>	<b>1,010.10</b>
<b>Family</b>	<b>262.20</b>	<b>87.40</b>	<b>6,817.20</b>	<b>2,272.40</b>

- Parties will develop a 401(k) type retirement savings plan. Does not include matching funds.

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**2010-2015 CONTRACT**  
**Article 7 – Non-Career Assistants (NCAs)**

- Limited Just Cause, like TEs currently have.
- Higher percentages than casuals, by District.
  - 20% in Clerk Craft
  - 10% in Maintenance
  - 10% in MVS
- Fewer use restrictions, Limited use in retail
- May be assigned to **RESIDUAL DUTY ASSIGNMENTS**
  - MOU on NCA's

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**2010-2015 CONTRACT**  
**Article 7**

- PTR's eliminated in the Clerk and MVS Crafts.
- PTF's eliminated in Mail Processing (Function 1).
- PTF's eliminated in Post Offices, Level 21 and Above.
- PTF's eliminated in MVS.
  - MOU on NTFT

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**2010-2015 CONTRACT**  
**Article 7 – Non-Traditional Full-Time**

- New Category of Full-Time Career Employee in Clerk and MVS Crafts.
- Traditional Full-Time Assignments – Fixed Schedule; 5 x 8 days = 40 hour weeks.

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**2010-2015 CONTRACT**

**Article 7 – Non-Traditional Full-Time**

- Non-Traditional Full-Time Assignments – More or Less than 5 days; Between 30-48 hour weeks; Between 4-12 hour days; limited flexibility and limited split shifts.
- NTFT 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 PTF's status to full-time, split shifts will be permissible.]

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**2010-2015 CONTRACT**

**Article 7 – Non-Traditional Full-Time**

- All duty assignments posted for bid
- No current FTR can be involuntarily assigned to any residual NTFT assignment unless it is between 40-44 hours / week; has 2 off days; and no days of less than 6 hours or more than 10.
- Current PTF's, PTR's, and new hires can be involuntarily assigned to any NTFT residual duty assignment.

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**2010-2015 CONTRACT**

**Article 7 – Non-Traditional Full-Time**

- NTFT employees eligible for Out-of-Schedule Premium if worked outside of their bid schedule.
- NTFT employees with more than nine (9) hours in a service day, guaranteed 3<sup>rd</sup> break.
- Work Rules for NTFT Employees

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**2010-2015 CONTRACT**

**Article 7 – Non-Traditional Full-Time**

- NTFT employees get FLSA overtime for hours IN BID ASSIGNMENT over 40 in a week.
- NTFT employees get straight time for daily hours IN BID ASSIGNMENT over 8.
- Work hours WITHIN bid duty assignment are an exception to the Article 8 and LMOU overtime pecking order.

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**2010-2015 CONTRACT**

**Article 7 – Non-Traditional Full-Time**

- NTFT employees eligible to sign the OTDL.
- NTFT employees eligible for Penalty Overtime.
- Non-OTDL NTFT employees cannot be required to work overtime beyond that included in bid duty assignment.

- Overtime Rules for NTFT Employees

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**2010-2015 CONTRACT**

**Article 7 – Non-Traditional Full-Time**

- Local Union opportunity to review, comment, make suggestions, and propose alternatives before any new NTFT assignments are posted.
- Concerns will be elevated through NBA and, if unresolved, to national level.

- Work Rules for NTFT Employees
- Sample USPS Matrixes

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**2010-2015 CONTRACT**  
**Article 7 – Non-Traditional Full-Time**

- National Joint Task Force to discuss opportunities and resolve problems with creation of these NTFT assignments.
- MOU Re: Non-Traditional Work Schedules Task Force

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**2010-2015 CONTRACT**  
**Article 8**

- Preserved OTDL priority for overtime over NCA employees.
  - Includes NCA's working over eight (8) hours in a day where not part of residual bid assignment being held down by NCA.
- **NO MANDATORY OVERTIME** for non-OTDL in Functional Area of installation where management utilizes new Non-Traditional Full-Time Regular (NTFT) Assignments.

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**2010-2015 CONTRACT**  
**Article 9**

- Wages of Current Employees Protected.
- 1<sup>st</sup> Wage Increase – November 17, 2012
- General Wage Increases Totaling 3 ½ %
  - November 17, 2012 – 1%
  - November 16, 2013 – 1 ½%
  - November 15, 2014 – 1%
- Uncapped COLA Twice a Year Preserved

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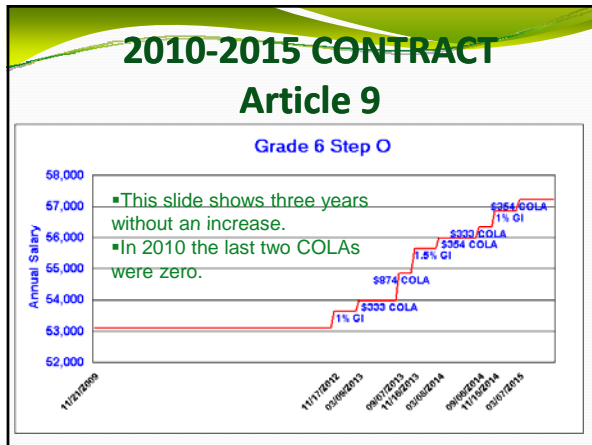
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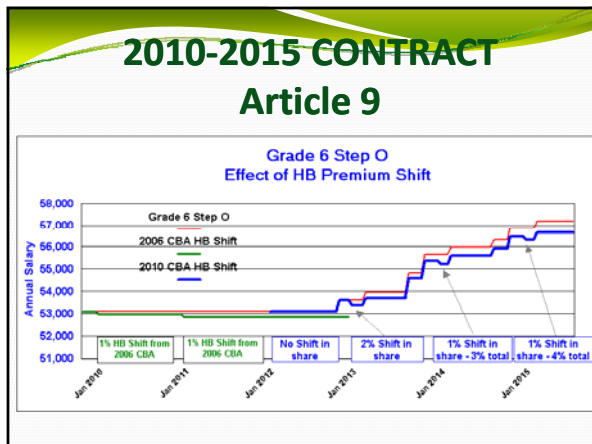
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**2010-2015 CONTRACT**  
**Article 9**

- New Lower Entry Level Wage Established for Grades 3 through 8.
- Grades 9 through 11 are unaffected.
- The new lower steps are kept on the current pay schedule.
- The step increments and wait times were kept uniform with the current schedule.

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**2010-2015 CONTRACT**  
**Article 9**

Grade	Start with Step	Step Wait	Annual Salary	Hourly Rate	% Reduced Current
3	<u>L8</u>	<u>44</u>	25,657	12.34	24.08%
4	<u>L8</u>	<u>36</u>	26,926	12.95	23.03%
5	<u>L6</u>	<u>36</u>	33,099	15.91	14.66%
6	<u>L6</u>	<u>36</u>	35,182	16.91	13.26%
7	<u>L6</u>	<u>36</u>	37,337	17.95	11.97%
8	<u>L6</u>	<u>30</u>	38,033	18.29	12.09%

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**2010-2015 CONTRACT**  
**Article 9**

- New Hires do not progress all the way to the top Step.
- There will be several rounds of bargaining before any new hire reaches the new top steps.

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**2010-2015 CONTRACT**  
**Article 9**

Grade	Stop with Step	Annual Salary	Hourly Rate	% Reduced Current	Total Wait Time in Years
3	I	43,963	21.14	12.41%	15.2
4	I	45,052	21.66	11.83%	12.4
5	J	47,319	22.75	9.11%	10.3
6	J	48,622	23.38	8.44%	10.3
7	J	50,027	24.05	7.80%	10.3
8	K	51,985	24.99	6.29%	9.2

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- 2010-2015 CONTRACT**  
**Article 9**
- Weighted for the distribution of employees in pay grades, the initial value to USPS of the new entry steps is 12.4%.
  - As new hires progress through the steps, the value decreases.

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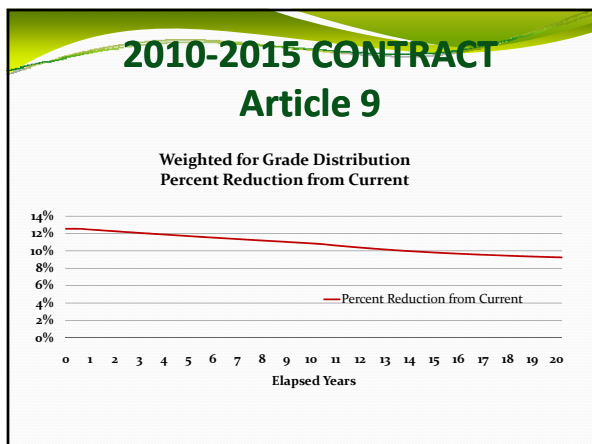
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**2010-2015 CONTRACT**  
**Article 9**

Grade	JJ	II	HH	GG	FF	EE	DD	CC	BB	AA	A
3	25,657	26,674	27,691	28,708	29,725	30,742	31,759	32,776	33,793	34,810	35,827
4	26,926	27,933	28,940	29,947	30,954	31,961	32,968	33,975	34,982	35,989	36,996
5					33,099	34,047	34,995	35,943	36,891	37,839	38,787
6		is the current			35,182	36,078	36,974	37,870	38,766	39,662	40,558
7		starting salary			37,337	38,183	39,029	39,875	40,721	41,567	42,413
8					38,033	38,905	39,777	40,649	41,521	42,393	43,265

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**2010-2015 CONTRACT**  
**Article 9**

Grade	JJ	II	HH	GG	FF	EE	DD	CC	BB	AA	A
3	12.34	12.82	13.31	13.80	14.29	14.78	15.27	15.76	16.25	16.74	17.22
4	12.95	13.43	13.91	14.40	14.88	15.37	15.85	16.33	16.82	17.30	17.79
5					15.91	16.37	16.82	17.28	17.74	18.19	18.65
6		is the current			16.91	17.35	17.78	18.21	18.64	19.07	19.50
7		starting salary			17.95	18.36	18.76	19.17	19.58	19.98	20.39
8					18.29	18.70	19.12	19.54	19.96	20.38	20.80

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**2010-2015 CONTRACT**  
**Article 9**

Grade	I	J	K	L	M	N	O
3	43,963	44,980	45,997	47,014	48,031	49,048	50,191
4	45,052	46,059	47,066	48,073	49,080	50,087	51,094
5	46,371	47,319	48,267	49,215	50,163	51,111	52,059
6	47,726	48,622	49,518	50,414	51,310	52,206	53,102
7	49,181	50,027	50,873	51,719	52,565	53,411	54,257
8	50,241	51,113	51,985	52,857	53,729	54,601	55,473

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**2010-2015 CONTRACT**  
**Article 9**

Grade	I	J	K	L	M	N	O
3	21.14	21.63	22.11	22.60	23.09	23.58	24.13
4	21.66	22.14	22.63	23.11	23.60	24.08	24.56
5	22.29	22.75	23.21	23.66	24.12	24.57	25.03
6	22.95	23.38	23.81	24.24	24.67	25.10	25.53
7	23.64	24.05	24.46	24.86	25.27	25.68	26.09
8	24.15	24.57	24.99	25.41	25.83	26.25	26.67

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**2010-2015 CONTRACT**  
**Article 10**

- Annual Leave Exchange Option continues
  - [MOU re Annual Leave Exchange Option](#)

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**2010-2015 CONTRACT**  
**Article 12**

- Excessing outside the installation limited to 40 mile radius, or 50 miles if reassignment within 40 miles is not feasible, for life of the agreement.
  - [MOU on Minimizing Excessing](#)

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**2010-2015 CONTRACT**  
**Article 12**

- Additional Exception added to 5 successful bid limit for bids which do not require a deferment period or off-site training.
- Article 12.3.A

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**2010-2015 CONTRACT**  
**Article 12**

- At regional meeting which must take place at least 90 days in advance of excessing, USPS must provide: Level, Date of Impact, Complete list of all withheld residuals identified by position title, level craft and location.

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**2010-2015 CONTRACT**  
**Article 12**

- Comparative Work Hour Report now mandatory for excessing outside craft or installation.
- "Moving Day" no more than once in any 90 day period.
- Advance written notice to employees no less than 60 days before reassignment if outside 50 mile radius.
- Advance written notice to employees no less than 30 days before reassignment if within 50 mile radius.

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**2010-2015 CONTRACT**  
**Article 12**

- Employees excessed to other APWU crafts within the installation may elect to remain in the gaining craft.
- For reassignments between APWU crafts within an installation, a senior employee may volunteer to be excessed in lieu of an impacted employee.
  - [Article 12](#)

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**2010-2015 CONTRACT**  
**Article 12**

- Non-Traditional Duty Assignments may be created in impacted offices to reduce the need for excessing
- eReassign will be used to allow clerks in impacted offices transfer within District and/or 100 mile radius WITH seniority to posted duty assignments BEFORE they become withheld residual vacancies
  - [MOU re Transfer Opportunities to Minimize Excessing](#)

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**2010-2015 CONTRACT**  
**Article 12**

- National Joint Task Force to Develop a Process for excessing out of the craft or installation BY SENIORITY for Clerk Craft Employees.
  - [MOU re Excessing By Seniority Task Force](#)

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**2010-2015 CONTRACT**  
**Article 13**

- Union's Proposal to
  - Require that all NEW temporary light/limited duty and permanent rehabilitation assignments for reassigned or reinstated employees be to residual duty assignments which have been posted for bid;
  - Existing uniquely created assignments will not be impacted

If the parties are unable to resolve, this issue WILL BE SUBMITTED TO IMPASSE ARBITRATION.

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**2010-2015 CONTRACT**  
**Article 14**

- Continuation of funding for the Safety and Ergonomic Programs
  - Article 14.3, Implementation
- Development of District Safety Committees Pilot Program
  - MOU re District Safety Committees Pilot Program

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**2010-2015 CONTRACT**  
**Article 15**

- New language clarifying Union's right to submit necessary additional facts, contentions and argument at Step 3 where needed.
- New language clarifying Union's right to submit Additions and Corrections to Step 3 Decision

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**2010-2015 CONTRACT**  
**Article 15**

Pre – 1998 Article 15.2, Step 3 (e)

“Any such appeal [to Step 4] must be made within twenty-one (21) days after receipt of the Employer’s [Step 3] decision and include copies of the standard grievance form, the Step 2 and Step 3 decisions and, if filed, any Union corrections and additions filed at Step 2 or 3.”

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**2010-2015 CONTRACT**  
**Article 15**

Current Article 15.2, Step 3(c)

- “The Employer’s written Step 3 decision . . . shall state the reasons for the decision in detail and shall include a statement of any additional facts and contentions not previously set forth in the record of the grievance as appealed to Step 2.”
  - [Article 15.2.Step 3\(b\)](#)
  - [Article 15.2.Step 3\(c\)](#)

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**2010-2015 CONTRACT**  
**Article 15**

- New Section permitting retired employees to file a grievance over payroll or collection disputes
  - [Article 15.7 Outstanding Debts of Retired Employees.pdf](#)
  - [Article 15.7 JCIM Q&A](#)
- Pilot Grievance-Arbitration Procedures
  - [MOU re Pilot Grievance-Arbitration Procedures](#)

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**2010-2015 CONTRACT**  
**Article 15**

- Either party may, at its discretion, advance 2 cases per craft per calendar year to the top of the National Arbitration docket.
  - [Article 15.5.D, National Level Arbitration](#)
- Issues or arguments raised for the first time during national arbitration will be returned to Step 4 for discussion.

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**2010-2015 CONTRACT**  
**Article 16**

- [MOU re Purge of Warning Letters](#)
- Limited Just Cause for NCA employees

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**2010-2015 CONTRACT**  
**Article 17**

- Orientation Opportunity for NCA's becoming eligible for Health Plan Coverage.
- Orientation Opportunity when a current employee is reassigned to an APWU bargaining unit.
  - [Article 17.6](#)
- [MOU re National Labor Management Meetings](#)

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**2010-2015 CONTRACT**  
**Article 19**

- Separate National Panel and Procedure for Article 19 Appeals.

• [Article 19](#)

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**2010-2015 CONTRACT**  
**Article 21**

- The existing agreement regarding the USPS bi-weekly contributions for the APWU Health Plan Consumer Driven Options remains in effect.
- The USPS contribution for the APWU fee-for-service plans will be the lesser of:
  - a) 84.5% of the total premium; or
  - b) the Employer share for all other plans in that year.

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**2010-2015 CONTRACT**  
**Article 21**

- The USPS bi-weekly contributions for all other Health Plans will be as follows:

Lesser of:			
Plan Year	Weighted Average Bi-Weekly Premium	Individual Plan Premium	
	2012	81%	
2013	79%	82.25%	
2014	78%	81.25%	
2015	77%	80.25%	
2016	76%	79.25%	

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**2010-2015 CONTRACT**  
**Article 21**

Annual Difference		
Self Only	Shift to Employee	67.20
Family	Shift to Employee	149.27
Weighted Average Shift		121.46
Pre-Tax (FICA & 18% Federal)		
Self Only	Shift to Employee	49.96
Family	Shift to Employee	110.98
Weighted Average Shift		90.30

**These numbers are based on 2010 premiums and distribution of plans, and show the change for a 1% shift in premium share.**

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**2010-2015 CONTRACT**  
**Article 21**

- Management will distribute any terminal payment checks to retirees according to the request of the former employee.
  - [MOU re Terminal Pay Process](#)

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**2010-2015 CONTRACT**  
**Article 26**

- Uniform and Work Clothing Allowance will continue the historical increases:
  - November 21, 2011 - 5%
  - November 21, 2012 - 2.5%
  - November 21, 2013 - 2.5%
  - November 21, 2014 - 2.5%

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**2010-2015 CONTRACT**  
**Article 30**

- LOCAL NEGOTIATIONS PERIOD
- 30 CONSECUTIVE DAYS BETWEEN
  - JULY 16, 2011 - SEPTEMBER 16, 2011

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**2010-2015 CONTRACT**  
**Article 32**

- If the service can be performed at a cost equal to or less than that of contract service, when a fair comparison is made of all reasonable costs, the work will be performed in-house.
- [MOU re Contracting or Insourcing of Contracted Service](#)

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**2010-2015 CONTRACT**  
**Article 32**

- Involvement at national level earlier in contracting out process and Union given opportunity to adjust work rules, wage rates, etc. to compete
- Involvement again when contracts are renewed or expire
- [MOU re Consideration of National Outsourcing Initiatives](#)

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**2010-2015 CONTRACT**  
**Article 32**

- Agreement to allow us to submit cost comparisons on segments of HCR contracts.
- MOU on Returning Contract Postal Units in-house.

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**2010-2015 CONTRACT**  
**Article 37**

- Article 37.2.D.5 is amended to provide that clerks in offices impacted by excessing electing to transfer to residual vacancies within the District (or within a 100 mile radius) via eReassign under the MOU on Transfer Opportunities to Minimize Excessing will take their seniority with them.
  - Article 37.2.D.5

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**2010-2015 CONTRACT**  
**Article 37**

- Article 37.3.A.1 amended to add:  
  
“Every effort will be made to create desirable duty assignments from all available work hours for career employees to bid.”  
  
Article 37.3.A.1

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**2010-2015 CONTRACT**

**Article 37**

- Article 37.3.A.4.c amended to add Paragraphs 5 and 6 which read:
  - (5) Any occupied traditional full-time regular duty assignment which is converted to a non-traditional full-time assignment shall be reposted. Any occupied non-traditional full-time regular duty assignment which is converted to a traditional full-time assignment shall be reposted.
  - (6) When the total hours in the workweek of a non-traditional full-time assignment are changed the assignment shall be reposted.

Article 37.3.A.4

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**2010-2015 CONTRACT**

**Article 37**

**ELIMINATION OF "BID BLOCKING"**

- Article 37.3.F.3 will be amended to permit "next senior bidders" on posted duty assignments with scheme deferments to train and attempt to qualify when senior bidder fails or withdraws.
- Article 37.3.F.4 will be amended to permit "next senior bidders" on posted duty assignments with machine deferments to train and attempt to qualify when senior bidder fails or withdraws.
  - *Same Procedure as Currently Utilized for 37.3.F.7 "Window" duty assignments.*

Article 37.3.F.3 and Article 37.3.F.4

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**2010-2015 CONTRACT**

**Article 37**

**Article 37.3.A. 8 - 204-B's**

- 204-B must return to the craft for a minimum of one continuous pay period prior to the date of posting the award notice in order to be eligible to bid.
- 204-B must return to the craft for a minimum of one continuous pay period in order to prevent their job from being reposted because of a 204-B detail in excess of 4 months.

Article 37.3.A.8

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**2010-2015 CONTRACT**

**Article 37**

**RELIEF AND POOL CLERKS**

- Relief and Pool MOU amended to permit R&P Clerks to cover “vacancies.”
- Relief and Pool Clerks will be able to cover vacancies or absences in their installation, and in other installations INCLUDING the absence of a PM in other installations.

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**2010-2015 CONTRACT**

**Article 37**

**RELIEF AND POOL CLERKS**

- Relief and Pool assignment postings will specify the nature of the assignment by enumerating the type and location of assignments to be relieved.
- The degree of specificity will vary with the size of the coverage area.
- R&P Clerks MUST receive WEDNESDAY notice.

[Relief & Pool MOU](#)

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**2010-2015 CONTRACT**

**Article 37**

**SHARED SERVICES**

- MOU agreeing to meet “as necessary” to discuss issues and improve communication regarding issues with posting and bidding which have developed through the implementation of computerized bidding through the Human Resources Shared Services Center (HRSSC).

[Shared Services MOU](#)

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**2010-2015 CONTRACT**

**Article 37**

**DELIVERY/SALES SERVICES AND DISTRIBUTION ASSOCIATE**

- Employer will develop a new senior qualified position description of "Delivery/Sales Services and Distribution Associate."

DSSDA MOU

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**2010-2015 CONTRACT**

**Article 37**

**Retail Operations Within Installations**

- The parties have agreed to retain the MOU requiring that all existing retail operations remain within the installation of which they are a part and that all future retail operations established within the jurisdiction of an installation shall be come part of that installation.
- MOU will no longer expire at the end of each contract.
- MOU Re: Retail Operations Within Installations

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**2010-2015 CONTRACT**

**Article 37**

**Function 4 Flexibility**

- Parties have agreed to continue the Function 4 Flexibility MOU.
- Intended to explore alternative methods of staffing and scheduling to provide efficiency in Function 4 Operations.
- Considerations: full-time or part-time schedules, Hub Clerks, Lead Clerks, etc.

MOU Re: Function 4 Flexibility

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**2010-2015 CONTRACT**  
**Article 37**  
**PTF Reassignment Opportunities**

- Retained MOU providing that PTF's in offices with less than 100 career clerk craft employees will be given the opportunity to be reassigned to larger offices.
- [NOTE: All PTF's in Offices, level 21 and above, will be converted to Full-Time (including NTFT) within 6 months.]

MOU Re: PTF Reassignment Opportunities

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**2010-2015 CONTRACT**  
**Article 37 (Clerk Craft Jobs MOU)**  
**NEW 'LEAD CLERK' POSITIONS**

- In any facility where Clerks work without Direct Supervision; or
- In any facility with a complement of 5 or more Clerks.

**Ratio:**

5-49 Clerks	- 1
50-99 Clerks	- 2
100-199 Clerks	- 3
200-499 Clerks	- 5
500 or more Clerks	- 5 + 1 for each 100

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**2010-2015 CONTRACT**  
**Article 37 (Clerk Craft Jobs MOU)**  
**NEW 'LEAD CLERK' POSITIONS**

- Lead Processing Clerk, PS-7.
- Lead Sales and Service Associate, PS-7.
- Provide oversight, direction, and support in the absence of a supervisory presence to other bargaining unit employees.

Clerk Craft Jobs MOU

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**2010-2015 CONTRACT**  
**Article 37 (Clerk Craft Jobs MOU)**  
**204-B's**  
 Not later than June 1, 2012, the Employer will eliminate the usage of 204-B except in the absence or vacancy of a supervisor for 14 days or more. [Normally,] The usage of a 204-B in this exception is limited to no more than 90 days.  
[Clerk Craft Jobs Memo](#)

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**2010-2015 CONTRACT**  
**Article 37 (Clerk Craft Jobs MOU)**  
**CORPORATE CALL CENTERS**  
 • All Corporate Call Centers will be staffed by Clerks within 2 years of ratification.  
 • At least 1,100 Clerk Craft duty assignments.  
 • Mix of 70% bid jobs and 30% Rehabilitation Assignments.  
 • Assigned to the nearest postal installation.  
[Clerk Craft Jobs Memo](#)

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**2010-2015 CONTRACT**  
**Article 37 (Clerk Craft Jobs MOU)**  
**AUDIT OF EAS JOBS**  
 • Bargaining unit work within EAS positions within Customer Service and Mail Processing is to be returned to the bargaining unit.  
 • Audit is being conducted to identify these duties.  
 • At least 800 NEW TECHNICAL AND ADMINISTRATIVE duty assignments.  
[Clerk Craft Jobs Memo](#)

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**2010 Contract Negotiations**

**APWU: WE WANT OUR WORK BACK!**

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**2010-2015 CONTRACT**

**Article 38**



[LINK TO ARTICLE 38 PRESENTATION](#)

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**Maintenance**

**Article 38 Changes & MOUs**


[Article 38 Summary of Changes](#)

[JCIM Modification to accommodate Retreat Rights](#)

[Maintenance Excessing Special Situation MOU](#)

[Maintenance Jobs MOU](#)

[Subcontracting Cleaning Services MOU](#)



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**2010-2015 CONTRACT**  
**Article 39**

- Article 39.2.A is amended to require that an employee detailed to a non-bargaining unit position (204-B) must return to the craft for a minimum of one continuous pay period to avoid circumvention of Article 39.2.A.10

Article 39.2.A.10

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**2010-2015 CONTRACT**  
**Article 39 [MVS Jobs MOU]**

VEHICLE MAINTENANCE FACILITY

- 740 duty assignments performing work currently done by contractors will be posted and filled.

<u>Job Title</u>	<u>Duty Assignments</u>
• PS-8 Technicians	219
• PS-9 Lead Technicians	459
• PS-10 Lead Technicians	62

MVS JOBS MOU

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**2010-2015 CONTRACT**  
**Article 39 [MVS Jobs MOU]**

MOTOR VEHICLE SERVICES

- USPS will assume service of a minimum of 600 PVS Routes currently contracted to HCR upon the expiration of each supplier contract.
- No less than 25% of the duty assignments will be assigned to career employees.

MVS JOBS MOU

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**2010-2015 CONTRACT**  
**Article 39 [MVS Jobs MOU]**

**MOTOR VEHICLE SERVICES**

- In addition, the parties will review approximately 8,000 other existing HCR routes.
- Using DOT work rules and an appropriate mix of career and NCAs the parties will consider conversion of such work to PVS routes.

[MVS JOBS MOU](#)

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**2010-2015 CONTRACT**  
**Article 39 [MVS Jobs MOU]**

**AUDIT OF EAS JOBS**

- Bargaining unit work within EAS positions within Customer Service and Mail Processing is to be returned to the bargaining unit.
- Audit is being conducted to identify these duties.
- At least **60 NEW TECHNICAL AND ADMINISTRATIVE** duty assignments.

[MVS JOBS MOU](#)

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**2010-2015 CONTRACT**  
**Article 40**

- Operating Services at HQ and Facility Services at Merrifield, VA now included in Master Agreement.
- Current Work Rules Become Article 40
- Incorporated into Existing Pay Structure
- [MOU Re: Operating Services & Facility Services](#)

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**2010-2015 CONTRACT**  
**Article 41**

- **The Union will be informed as far in advance as practicable of any decision to alter operations at the Mail Equipment Shops (MES) which affect jobs there.**
- **MOU Re: Mail Equipment Shop Operations**

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