

2010 – 2015 National Agreement Articles/MOU's	Contract Language	Effective Date
Article 1.3 - Facility Exclusions	However, work performed by bargaining unit employees as of [the effective date of this agreement] will not be covered by the facility exclusion solely due to moving the work into an excluded facility.	05/23/11
Article 7.1.B.3 Postal Support Employees (PSEs) and PSE MOU	<p>Conversion of PTR/PTF to Full-Time</p> <p>In the Clerk Craft, the total number of PSEs used in mail processing (function one) within a District, will not exceed 20% of the total number of career mail processing (function one) clerk craft employees within that District, except in accounting periods 3 and 4, beginning two (2) years from the effective date of the contract.</p> <p>In the Motor Vehicle Craft, the total number of PSEs used within a District will not exceed 10% of the total number of career motor vehicle craft employees within that District, except in accounting periods 3 and 4, beginning two (2) years from the effective date of the contract.</p>	<p>8/23/2011</p> <p>5/23/2011</p> <p>5/23/2011</p>
Postal Support Employee MOU	The transitional employee and casual category of supplemental employees will be eliminated within three (3) months of the effective date of this Agreement.	23-Aug-11
Clerk Craft Jobs MOU	<p>Corporate Call Center Staffing</p> <p>All Corporate Call Center locations shall be staffed by Clerk Craft employees no later than two (2) years from the ratification of the 2010 National Agreement. The Employer shall staff Call Center locations with no fewer than a total of 1,100 Clerk Craft duty assignments during the term of the 2010 Agreement. These</p>	11-May-13

Maintenance Craft Jobs
MOU

duty assignments will be filled by a mix of 70% career and 30% rehabilitation status employees. Each call center location shall become part of the bid cluster for the nearest postal installation. The appropriate administrative process will be followed by the Employer during the transition.

Lead Clerk

In order to ensure the orderly establishment of the new Lead Clerk position, the Employer will have 1 year from the signing of this memorandum to develop the Lead Clerk senior qualified job descriptions and any training program that may be necessary, post and fill the positions and complete any other relevant activities.

204B

Not later than June 1, 2012, the Employer will eliminate the usage of 204-B's except in the absence or vacancy of a supervisor for 14 days or more. The usage of a 204-B in this exception is limited to no more than 90 days.

Audit of EAS Jobs

The parties shall meet within 30 days of the execution of this Agreement to review the audits and career position descriptions.

Custodial

Custodial duties currently performed by contractors in 1,500 designated Post Offices will be assigned to Maintenance Craft Postal Support Employees (PSEs). The 1,500 duty assignments will be added to the Maintenance Craft as each current vendor **contract expires**, but no later than two (2) years from signing this MOU and provided the work can be performed by maintenance craft employees at a cost equal to the cost of the contract service.

MTSC Help Desk

The tier 1 duties currently performed by contract help desk call agents at the Maintenance Technical Support Center (MTSC) shall be assigned to Maintenance Craft employees as the current vendor **contract expires** but no later than one (1) year from

5/23/2012

6/1/2012

6/23/2011

5/23/2013

5/23/2012

	<p>signing this MOU.</p> <p>Audit of EAS Jobs</p> <p>The parties shall meet within 30 days of the execution of this Agreement to review the audits and career position descriptions.</p>	6/23/2011
Motor Vehicle Craft Jobs	<p>Motor Vehicle Services</p> <p>The Postal Service will provide each individual HCR contract to the APWU upon ratification.</p> <p>Audit of EAS Jobs</p> <p>The parties shall meet within 30 days of the execution of this Agreement to review the audits and career position descriptions.</p>	5/11/2011
Article 1.6 MOU	<p>Q06C-4Q-C 10005587 GLOBAL SETTLEMENT</p> <p>The parties agree that grievance Q06C-4Q-C 10005587 will be resolved effective with the signing of this settlement. The parties further understand that any cases held in abeyance pending the outcome of this case will be affected by this settlement. Those cases will be returned to the level they were held for further processing.</p>	11/21/2010
Non-Traditional Full-Time Employee (NTFT) MOU	<p>Posting of NTFT Duty Assignments</p> <p>Note: The process should begin by this date. It will be rolled out from HQ with local opportunity for input so it will be a gradual process</p>	7/23/2011
Non-Traditional Full-Time (NTFT) Duty Assignment MOU	<p>Agreement, has a full-time regular work schedule of 40 hours a week will be involuntarily reassigned to occupy a NTFT duty assignment of less than 40 hours a week. However, such employees may be reassigned to occupy a NTFT duty assignments of 40-44 hours a week, so long as those assignments have at least two (2) scheduled off days, with no scheduled work days of less than six (6) hours or more than ten (10) hours. All other employees, including current PTR's, PTF's, and any career employees hired after the signing of this Agreement, may be assigned to</p>	5/23/2011

	any residual NTFT duty assignment in accordance with Articles 37 or 39, respectively.	
	All other employees, including current PTR's, PTF's, and any career employees hired after the signing of this Agreement, may be assigned to any residual NTFT duty assignment in accordance with Articles 37 or 39, respectively.	5/23/2011
	Effective 6 months from the signing date of the 2010 National Agreement, full-time career clerk craft and motor vehicle craft employees who are not on the Overtime Desired List and are in an installation with employees working in NTFT duty assignments in the same Functional area, will not be required to work overtime except in an emergency.	11/23/2011
	There will no longer be Part-Time Flexible (PTF) employees working in Function 1 or in post offices Level 21 and above.	8/23/2011
	There will no longer be Part-Time Regular (PTR) employees in the clerk craft.	8/23/2011
	There will no longer be Part-Time Regular (PTR) and Part-Time Flexible (PTF) employees in the motor vehicle craft.	8/23/2011
	At the National Level, the APWU and Postal Service will oversee implementation of non-traditional staffing and assignments through regular bi-monthly meetings. Meetings may occur more frequently if needed.	5/23/2011
OT Rules for Non-Traditional Full-Time (NTFT) Duty Assignments MOU	Effective 6 months from the date of the 2010 National agreement, full-time career clerk craft and motor vehicle craft employees who are not on the Overtime Desired List and are in an installation with employees working in NTFT duty assignments in the same Functional area, will not be required to work overtime except in an emergency. In the Motor Vehicle craft, employees may also be required to work overtime in the event of	11/23/2011

Article 13	<p>unforeseeable circumstances (e.g., PVS drivers stuck in traffic, weather conditions).</p> <p>Rehabilitation Issues</p> <p>The parties have been unable to agree as to Temporary Assignment, Reassignment or Reemployment in APWU Represented Crafts of Employees Injured on or off duty or employees with job related illnesses. Accordingly, the parties agree as follows:</p> <p>The Parties will submit to the Department of Justice’s Office of Legal Counsel proposed language concerning a possible resolution of the above dispute.</p> <p>In the event the Department of Justice either determines that the language does not comply with applicable law or declines to issue any determination, the parties agree to submit to interest arbitration the dispute concerning the temporary assignment, reassignment or reemployment in APWU represented crafts of employees injured on duty or employees with job related illnesses.</p> <p>The parties will, immediately upon the signing of this Agreement, begin to select a neutral arbitrator and to develop the procedures and processes for such an interest arbitration.</p>	5/23/2011
Pilot Grievance-Arbitration Procedures MOU	<p>The parties agree to meet within 90 days from the signing of the National Agreement to jointly develop and pilot new grievance/arbitration procedures designed to effectively ensure local contract compliance, improve the labor climate and foster more professional relationships.</p>	21-Aug-11
HRSSC MOU	<p>The parties agree that it is in their mutual best interest to resolve continuing issues with posting and bidding which have developed through the implementation of computerized bidding through the Human Resources Shared Services Center (HRSSC).</p> <p>To further this effort, the parties agree to meet at the headquarters level within ninety (90) days after the</p>	8/21/2011

	<p>signing of this agreement to discuss these matters and explore opportunities for resolution.</p>	
Minimizing Excessing MOU	<p>"There are several steps required by the USPS in the MOU." If a need still exists to reassign employees who have been notified of pending excessing after the steps above have been taken, such employees given notice of reassignment pursuant to Article 12 prior to the effective date of this Agreement may be reassigned.</p>	5/23/2011
Position Description Delivery/ Sales Service & Distribution Associate, PS-06 MOU	<p>The Employer agrees to establish the position of Delivery/ Sales Services and Distribution Associate, Standard Position x-xx. PS-6, to be filled by the senior-qualified bidder in the clerk craft. The Delivery/Sales Services and Distribution Associate position will contain the existing duties and responsibilities of Sales Services and Distribution Associate, PS-6 and Clerk/Special Delivery Messenger, PS-6. The Postal Service agrees to implement this combined position description by July 2, 2011.</p>	7/2/2011
Excessing by Seniority Task Force MOU (Clerk Craft)	<p>This joint task force shall begin meeting no later than 30 days from the signing of this Agreement. At the discretion of the task force, language and/or Questions and Answers (Q & A's) may be developed to further the implementation of any agreed-upon process of excessing from the craft or installation by Clerk Craft seniority. This language or these Q & A's shall be developed no later than by August 30, 2011.</p>	6/22/2011
Non-Traditional Work Schedule Task Force MOU	<p>To further this effort, the parties agree to establish a national joint task force to discuss opportunities for the creation of these non-traditional duty assignments. This</p>	6/22/2011

joint task force shall begin meeting no later than 30 days from the signing of this Agreement. At the discretion of the task force, pilots or trial programs may be authorized to test these non-traditional schedules at facilities and in operations designated by the parties. These programs should be initiated no later than by June, 2011. At the conclusion of these trial programs and tests, but no later than by August 30, 2011, the parties will meet to determine whether such tests should be continued, expanded, or implemented in whole or part, or terminated at the request of either party.

Career Employees in Remote Encoding Centers MOU

The percentage of career bargaining unit employees in Remote Encoding Centers shall be increased to 50% by adding 20% full-time flexible assignments. Pursuant to the MOU Re: Maximization/Full-time Flexible APWU, these assignments will have flexible reporting times, flexible nonscheduled days and flexible reporting locations within the Center, depending upon operational requirements as established on the preceding Wednesday. The conversion of current Transitional Employee to career status shall be in accordance with the terms of the new salary structure in the 2010 National Agreement.

By Separate Agreement

Local Implementation MOU (Article 30.B)

The 30 consecutive day period for 2010 local implementation will commence on August 1, 2011 and terminate on September 30, 2011.

8/1/2011

Function Four Flexibility MOU

To further this effort, the parties agree to establish a national joint task force to explore and consider these opportunities. At the discretion of the task force, pilots or trial programs may be authorized to test these concepts at facilities and in operations designated by the parties. These programs should

Jun-11

be initiated no later than June 2011. At the conclusion of trial programs and tests, but no later than August 2012, the parties will meet to decide whether such test should be continued, expanded, or implemented in whole or in part, or terminated at the request of either party.

PTF Clerk Reassignment
Opportunities MOU

All part-time flexible (PTF) clerk craft employees on the rolls on the effective date of this National Agreement who have completed their probationary period in installations with less than 100 career clerk craft employees will be given an opportunity to be reassigned to offices with 100 or more career clerk craft employees.

5/23/2011

Letter of Warning (Low)
Purge
MOU

The parties agree that there will be a one-time purge of Official Disciplinary Letters of Warning from the personnel folders of all employees represented by the American Postal Workers Union, AFL-CIO. To qualify to be purged, a Letter of Warning must meet the following conditions:

1. An issue date prior to the effective date of the 2010 National Agreement between the parties;
2. The Letter of Warning has been in effect for 6 months and has not been cited as an element of prior discipline in any subsequent disciplinary action;
3. The Letter of Warning was not issued in lieu of a suspension or a removal action.
4. All grievances associated with any discipline purged as a result of this Memorandum shall be withdrawn.

5/23/2011