

November 2010- May 2015 Contract Effective Dates (By Date)

2010 – 2015 National Agreement Articles/MOU's	Contract Language	Effective Date
Article 38, Section 5.8.C	<p>PER Ranking for RMSS eligible ratings:</p> <p>“The employer will convert all employees achieved scores into banded scores as indicated below and all employees who are determined to be eligible under the Revamped Maintenance Selection System shall be ranked on the appropriate PER by their banded score. All Achieved scores within a listed band will be considered as a tie (or the same score) for all successful applicants with each specific band”</p>	6/1/09
Article 38, Section 5.D	<p>Promotion Eligibility Update:</p> <p>Employees under the Revamped Maintenance Selection System shall be permitted to update by retaking the incraft RMSS process no earlier than 120 days from the generation of their last MSS rating. This is applicable to both eligible and ineligible ratings obtained under any current or previous MSS process. Upon such employee update request the employer shall have thirty-seven (37) days to complete the process including notification of the result to the employee</p>	6/1/09
Article 1.6 MOU	<p align="center">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
Motor Vehicle Craft Jobs	<p align="center">Motor Vehicle Services</p> <p>The Postal Service will provide each individual HCR contract to the APWU upon ratification</p>	5/11/2011
Article 1.3 – Facility Exclusions	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.	5/23/11
	In the Maintenance Craft the total number of PSEs used within a District will not exceed 10% of the total number of career	5/23/2011

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	maintenance craft employees within that District	
Non-Traditional Full-Time (NTFT)Duty Assignment MOU	No Clerk or MVS employee who at the signing of this 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 any residual NTFT duty assignment in accordance with Articles 37 or 39, respectively.	5/23/2011
	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
	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
Postal Support Employee MOU	The hourly rates for PSEs on the effective date of this agreement	5/23/2011
Article 13	<p align="center">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. In the event the Department of Justice either determines that the language does not comply with applicable law or declines issue any determination, the parties</p>	5/23/2011

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	<p>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>	
Article 14, Section 3	To support this process the Employer shall establish a fund of \$500,000.00 within ninety (90) days of the effective date of this Agreement. In January 2011 and 2012 the Employer will replenish the fund to its original amount.	5/23/2011
Minimizing Excessing MOU	<p>“There are several steps required by the USPS in the MOU.”</p> <p>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
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	<p>The parties agree that there will be a one-time purge of Official Disciplinary Letter 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:</p> <ol style="list-style-type: none"> 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 issue in lieu of a suspension or a removal action. 4. All Grievances associated with any discipline purged as a 	5/23/2011

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	result of this Memorandum shall be withdrawn.	
Article 38 Section 1	The Employer will furnish to the Union at the national level copies of key and standard positions including qualification standards in the Maintenance Craft.	5/23/2011
Article 38, Section 3J	Seniority for Breaking Ties When it is necessary to determine the seniority ranking for two or more employees in the Maintenance Craft, the following shall be used to break any tie that might exist.	5/23/2011
Article 38, Section 4.A.2	Combined Article 384.A.2 and 3 together	5/23/2011
Article 38, Section 4.A.3	If the current approved staffing package no longer supports continuation of a vacant duty assignment(s) that duty assignment may be reverted, provided it is not being withheld. The union will be notified within 10 days advising of the date of the reversion(s) and the reasons therefore.	5/23/2011
Article 38, Section 4.C	Duty Assignment(s) identified for reversion or change (the bidding process will stop when one of the identified duty assignments is vacate).	5/23/2011
Article 38, Section 5.B.2	All positions in the Maintenance craft shall be filled on the basis of seniority (senior qualified using installation seniority) in accordance with the procedures established in Section 5, Article 38.	5/23/2011
Article 38, Section 5.B.5	Eliminated the "breaks" during the fill process: "To fill a vacant duty assignment a notice of intent will be posted to fill the vacancy and all residual vacancies using the preferred assignment eligibility registers and/or promotion eligibility registers, as necessary."	5/23/2011
Article 38, Section 7.B	Eliminated "special qualifications" as determining factor for Overtime selection. An Overtime desired list in the Maintenance Craft shall be established for each occupational group and level.	5/23/2011
Article 38, Section 7.D	Full-time regular and Part-time Regular Maintenance Craft employees are entitled to bid o the positions of Examination	5/23/2011

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	Specialist SP 2-188 and Vehicle Operations-Maintenance Assistant SP 2-195	
Article 38, Section 7.E	<p>Clarified the confusion regarding the time frame an employee must return from an EAS detail in order to bid and/or loss their Preferred Duty Assignment.</p> <p>An employee detailed to a non-bargaining unit position must return to the craft for a minimum of one continuous pay period to prevent circumvention of the intent of this provision. In the instance of the first paragraph, the circumvention provision must be met prior to the date of posting the award notice of successful applicant. In the instance of the second paragraph, this circumvention provision must begin prior to the end of four (4) months.</p>	5/23/2011
	<p>Stations and Branches- Current custodial staffing at stations, branches and other facilities within the installation will be combined to determine the total custodial staffing of each installation.</p> <p>New duty assignments created from insourcing contracted work as described in paragraph 1.b will be posted by Notice of Intent and filled in accordance with Article 38.</p> <p>Current career custodial employees within the District of the vacancy resulting from work identified in paragraph 1.b will be filled.</p> <p>Will not count against the 10% PSE Cap</p>	5/23/2011
	Maintenance PSEs will be considered as accruing Maintenance Craft Service Seniority within the category of PSE from their original date of employment.	5/23/2011
Maintenance PSE Usage	Total number of PSEs used within a District will not exceed 10% of the total number of career maintenance craft employees within that District.	5/23/11

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	No more than half of the PSEs in the Maintenance Craft will work in maintenance-capable offices.	
Joint Audit of Contractor Work	Conduct a joint audit of Maintenance work currently performed by contractors to identify duties that can be assigned to the Maintenance Craft, where it is efficient and cost effective.	5/23/2011
Bargaining Unit Positions	The Employer will provide 60 administrative and technical duty assignments to the Maintenance Craft bargaining unit.	5/23/2011
Article 32 JCIM Q&As	<p>1. Does the language in the Article 32 MOU (Re: Contracting and in sourcing of Contracted Services) mean that if work can be contracted for less that it must be contracted?</p> <p>Answer: No. Where based on a fair comparison a proposed contracted operation costs less than an in-house operation, the considerations in Article 32.1 and other contractual provisions, manuals and handbooks still apply and may require and certainly allow a decision not to contract.</p>	5/23/2011
Consideration of National Outsourcing Initiatives	The parties agree that it is in the best interest to meet and discuss national outsourcing initiatives at an early stage of the process.	5/23/2011
Subcontracting Cleaning Services	<p>Eliminated Cleaning Service Subcontracting within an Installation by combining all square footage of all buildings.</p> <p>Eliminated language which permitted previous cleaning service contracts to be continued.</p>	5/23/11
	<p align="center">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>	6/22/2011
	<p align="center">Audit 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>	6/22/2011
Excessing by Seniority Task Force MOU (Clerk Craft)	This Joint Task Force shall begin meeting no later than 30 days from the signing of this agreement. At the discretion of the task	6/22/2011

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	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.	
Non-Traditional Work Schedule Task Force MOU	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 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 test should be continued, expanded, or implemented in whole or part, or terminated at the request of either party.	6/22/2011
Audit of EAS Jobs	The Employer shall conduct an audit to determine non-supervisory and administrative duties currently performed by EAS positions within Maintenance that may be returned to the APWU bargaining unit. The parties shall meet within 30 days of the execution of this Agreement to review the audits and career position descriptions.	6/23/2011
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 be initiated no later than June 2011. At the conclusion of trial program 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.	6/30/2011

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Position Description Delivery/Sales Service & Distribution Associate, PS-06 MOU	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.	7/2/2011
Non-Traditional Full-Time Employee (NTFT)MOU	Posting of NTFT Duty Assignments 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.	7/23/2011
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
Pilot Grievance-Arbitration Procedures MOU	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 improved the labor climate and foster more professional relationships.	8/21/2011
HRSSC MOU	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). To further this effort, the parties agree to meet at the headquarters level within ninety (90) days after the signing of this agreement to discuss these matters and explore opportunities for resolution.	8/21/2011
Article 7.1.A	Conversion of PTR/PTF to Full-Time	8/23/11
Postal Support Employee MOU	The transitional employee and casual category of supplemental employees will be eliminated within three (3) months of the	8/23/2011

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	effective date of this agreement	
	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
	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
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 unforeseeable circumstances (e.g., PVS drivers stuck in traffic, weather conditions).	11/23/2011
	<p align="center">Lead Clerk</p> <p>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.</p>	5/23/2012
	<p align="center">MTSC Help Desk</p> <p>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 current vendor contract expires but no later than one (1) year as the from signing this MOU.</p>	5/23/2012

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	<p align="center">204B</p> <p>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</p>	6/1/2012
Article 9, Section 1	1% Wage Increase of basic annual salary in effect on August 28, 2010.	11/17/2012
Article 9, Section 3C-COLA	January 2012 Index	1/2013
	January 2013 Index	1/2013
Clerk Craft Jobs MOU	<p align="center">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 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.</p>	5/11/2013
Article 7.1.B.3 Postal Support Employees (PSEs) and PSE MOU	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.	5/23/2013
	In the Motor Vehicle Craft , the total number of PSE, 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	5/23/2013
Maintenance Craft Jobs MOU	<p align="center">Custodial</p> <p>Custodial duties currently performed by contractors in 1,500</p>	5/23/2013

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	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.	
	July 2012 Index	7/2013
	July 2013 Index	7/2013
	1.5% Wage Increase of basic annual salary in effect on August 28, 2010	11/16/2013
	January 2014 Index	1/2014
	1% Wage Increase of basic annual salary in effect on August 28, 2010	11/15/2014
	January 2015 index	1/2015
Article 1.2 MOU	"The Employer shall identify all new non-managerial and non-supervisory work and assign such work at the national level to the national craft unit most appropriate for the performance of such work within thirty (30) days of having done so."	Within 30 days after the creation of the new position
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 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.	Headquarters Level By Separate Agreement
Article 21, section 1.B	The adjustment begins on the effective date determined by the Office of Personnel Management in January 2012. Thereafter the Employer contribution for current employees will be adjusted to 79% 78% 77%	1/2013 1/2014 1/2015

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	76%	1/2016
Maintenance Craft New Work MOU	<p>Custodial- 1,500 designated Post Offices will be assigned to Maintenance Craft. Provided the work can be performed by maintenance craft employees at a cost equal to the cost of the contract service. The in sourcing of the 1,500 subcontracting jobs to Maintenance Craft duty assignments will be included in the 10% PSE cap. Newly established duty assignments may be combined which would require unpaid travel time up to thirty (30) minutes.</p>	<p>A. As Contract expires. B. No later than 2 years from signing of MOU.</p>
MTSC Help Desk	<p>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 (26 full time positions).</p>	<p>1. As the current vendor contract expires but no later than (1) year from signing this MOU.</p>