

**APWU
ALL CRAFT CONFERENCE
LAS VEGAS, NV
OCTOBER 2011**

**Maintenance Article 38
Changes & MOUs**

Article 38 – Summary of Changes – 2010 CBA

Section 1: Reference was deleted and sentence inserted that we will get an annual submission of our position descriptions.

Section 3.F: “and Installation Seniority” added to title due to occasional confusion on which seniority was actually restored, particularly under excessing (F.4).

Section 3.J: Deleted list of actions. Intent is that tie-breakers are to apply regardless of reason for tie.

Section 3.K: MOU footnote (see MOU Subject: Maintenance Craft Discussions Per Article 38.3.K Excessing).

Section 4.A.2 and 4.A.3: new language which allows for reverting a vacant duty assignment if there is a new staffing package supporting the elimination of the duty assignment. Put another way, there *must* be a current and approved staffing package in order to revert a vacant duty assignment. Little point to forcing the filling of a withheld duty assignment only to immediately, then, excess that person.

Section 4.C: new #8 added based on existing Q&A language.

Section 5.B.2: All craft promotions will be on basis of installation seniority within the banded score. With the prior change to RMSS, the bands are doubled to 5 and 10 points and there is no local management impact on an individual’s numerical score.

Section 5.B.5: Deleted reference to break points which require a new NOI. All duty assignments will be filled using PAR/PER from a single NOI.

Section 5.B.8.e: Deleted section – jobs are senior qualified and 38.5.B.8 *does* apply to 38.5.B.2

Section 5.D: Existing language from RMSS MOU, June 2009.

Section 7.B: Deleted “showing special qualifications where necessary” from OTDL.

Section 7.D: Added right of PTR to put in for VOMA and Examination Specialist.

Section 7.E: Clarified that circumvention restriction applies both to; 1) being awarded a duty assignment and 2) to the four months for abandoning the duty assignment.

ICIM Pecking Order for Filling Maintenance Craft Vacancies: Items renumbered based on inserting new items. Added lines 3 and 6 to clarify where action on retreat rights occur based on; 1) whether the retreat is due to being excessed to another occupation group within the current craft and installation (12.5.C.4) or 2) if retreat is due to cross craft or out of installation impact (12.5.C.5). Also, clarified that a current Maintenance employee requesting transfer is considered before using the in-service register unless a current in-craft maintenance employee is on the in-service register.

The following is the order for filling vacant maintenance positions:

1. Select the ranking employee on the appropriate preferred assignment register (PAR).
2. An unassigned regular employee may be assigned to the vacant duty assignment.
3. **Activate retreat rights for excessing which occurred under 12.5.C.4 (within craft and installation).**
4. Consider higher level qualified maintenance employees requesting change to lower level. A "previously submitted" written request for assignment to lower level must have been submitted prior to the close of the Notice of Intent (Article 38.5.A.10).
5. Select the ranking employee on the appropriate promotion eligibility register (PER).
6. **Activate retreat rights for excessing which occurred under 12.5.C.5.**
7. Consider maintenance craft employees requesting transfer before or after in-service procedures ("**after inservice**" is only in the event a **within installation Maintenance employee is on the inservice register**) in the following order:
 - a. When maintenance craft employees who have requested a transfer are considered first:
 1. Consider maintenance craft employees who are already qualified for the position in question.
 2. Consider maintenance craft employees who are not qualified for the position in question but have been afforded an opportunity to qualify under the provisions for qualifying for transfer (see EL-304, Qualifying for Transfer).
 - b. If in-service procedures are considered first:
 1. Give priority consideration to career maintenance craft employees using the in-service register in score order.
 2. Consider other career postal employees, regardless of craft or position, on the in-service register in score order.
8. Consider current career employees for return to maintenance craft to a position previously held or to any position of equal or lower level for which he/she holds an eligibility rating. Employee must meet the time and eligibility criteria (outlined below).
9. Consider former career postal employees for return to maintenance craft to a position previously held or to any position of equal of lower level for which he/she holds an eligibility rating. Applicants must meet the reinstatement requirements and the time and eligibility criteria (outlined below).
10. Consider entrance register eligibles in score order.

**Memorandum of Understanding (MOU)
Between The
United States Postal Service
And The
American Postal Workers Union, AFL-CIO**

(MAN)

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12-17-10

SUBJECT: Maintenance Craft Discussions Per Article 38.3.K (Excessing)

When the Postal Service proposes to involuntarily reassign APWU Maintenance Craft employees in accordance with Article 12.5.C.5.b (out of the installation) of the National Agreement, the Postal Service and the Maintenance Craft of the APWU agree to meet at the national headquarters level to address certain issues related to and arising from the excessing. These meetings will occur only when a proposed excessing event in an impacted installation involves multiple occupational groups within the APWU Maintenance Craft or when more than half of any existing occupational group within the APWU Maintenance Craft is proposed to be involuntarily reassigned.

Such discussions, when mutually agreed, will occur prior to the Regional level meeting identified in Article 12.4. Additional discussions may occur by mutual agreement. The purpose and intent of these discussions is to identify and apply Article 12 and Article 38 provisions to the proposed event in order to instruct the field how to properly implement the excessing. This may result in a mutual determination by the parties, for example, regarding the assignment of employees to their same occupational group within a small local commuting area. The parties will be guided in their discussions and mutual determinations by the basic principle that dislocation and inconvenience to employees shall be kept to a minimum consistent with the needs of the service.

In the event the parties have not met or mutual agreement is not reached within 14 days from the notification, the matter will be returned to the regional level and the event will continue to be addressed in accordance with Article 12 and Article 38. The time limits contained in Article 12 will be adhered to and the 14 day period for meeting under this MOU runs concurrently with the Article 12 time limits.

This Memorandum is intended to address the specific circumstances described above and does not alter in any way other provisions of the collective bargaining agreement.

Doug Tulino
Vice-President Labor Relations
United States Postal Service

Cliff Guffey
President
American Postal Workers Union,
AFL-CIO

Date: November 23, 2010

**Memorandum of Understanding
Between The
United States Postal Service
And The
American Postal Workers Union, AFL-CIO**

SUBJECT: Maintenance Craft Jobs

The United States Postal Service (USPS) agrees to fill positions within the Maintenance Craft of the American Postal Workers Union (APWU), AFL-CIO, as follows:

1. Custodial

- a. Custodial duties currently performed by contractors in 1,500 designated Post Offices will be assigned to Maintenance Craft Non-career Assistant employees (NCA). 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. The insourcing of the 1,500 subcontracting jobs to Maintenance Craft duty assignments will be included the 10% NCA cap. Newly established duty assignments may be combined which would require unpaid travel time up to thirty (30) minutes.
- b. The Memorandum of Understanding regarding Subcontracting of Cleaning Services will be modified to provide that the current custodial staffing at stations, branches and other facilities within the installation will be combined to determine the total custodial staffing of each installation.
- c. Any 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. Current career custodial employees within the District of the vacancy will be permitted to transfer to that vacancy. The residual vacancy resulting from work identified in paragraph 1)b will be filled by the employer and if filled with an PSE will not count against the applicable PSE cap.
- d. Maintenance NCAs will be considered as accruing Maintenance Craft Service Seniority within the category of NCA from their original date of employment, regardless of any break in service as an NCA and shall include all time spent as an NCA.
- e. When it is determined there is a need to fill a career vacancy, the selection for this opportunity will be provided to NCAs in order of their NCA Maintenance Service Seniority. Upon conversion to career, NCAs will be considered as new to craft, and seniority will begin anew in accordance with Article 38.

Correct Language

2. 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 signing this MOU. Tier 1 duties include receiving calls regarding the maintenance of equipment, providing troubleshooting advice and escalation of calls to tier 2 (National Technical Support Network consisting of Electronic Technician PS-11 employees) and tier 3 (Subject Matter Expert EAS/Contractor/Vendor) support.

3. Maintenance NCA Usage

In the Maintenance Craft, the total number of NCAs used within a District, will not exceed 10% of the total number of career maintenance craft employees within that District, provided that no more than half of the NCAs in the Maintenance Craft will work in maintenance-capable offices. (Maintenance-capable offices are defined in the Administrative Support Manual ASM 531.5, Issue 8 in conjunction with Arbitrator Das' decision in Case No. HOC-NA-C 19007)

4. Audit of EAS Jobs

- a. The Employer shall conduct an audit to determine non-supervisory and administrative duties currently performed by Executive and Administrative Schedule (EAS) positions within Maintenance that may be returned to the APWU bargaining unit. This audit will be conducted by the employer in accordance with the principles of the National Labor Relations Act (NRLA) and Lockheed Martin, 331 NLRB 1407 (2000); provided, however, that if particular duties and responsibilities may have evolved from either an APWU craft position or an EAS position, the Employer will apply a presumption that the duties will be returned to the APWU craft.
- b. The Employer will develop career position descriptions, or assign work to current positions, based on the bargaining unit duties derived from the audit of these positions. The bargaining unit duty assignments created as a result of the audits will be filled in accordance with the Agreement.
- c. At the request of the Union, the Employer shall engage in the same process with respect to other EAS positions which the Union believes contain bargaining unit work.
- d. The parties shall meet within 30 days of the execution of this Agreement to review the audits and career position descriptions.

5. Joint Audit of Contractor Work

In addition, the parties agree to 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.

6. Bargaining Unit Positions

It is understood and agreed that the Employer will provide 60 administrative and technical duty assignments to the Maintenance Craft bargaining unit in addition to those provided in paragraphs 1 and 2 above. Positions provided pursuant to paragraphs 4 and 5 above will count toward the number of assignments provided pursuant to this paragraph.

Doug Tulino
Vice-President Labor Relations
United States Postal Service

Cliff Guffey
President
American Postal Workers Union,
AFL-CIO

Date:

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

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MAINTENANCE CRAFT

Re: Subcontracting Cleaning Services

The parties agree that the following language will be incorporated into paragraph 535.261 of the Administrative Support Manual.

.26 Cleaning Services

.261 Authorization

- a. In a new facility or when a vacancy as a result of an employee's voluntary attrition is identified in an independent installation the following sequential steps will be taken to determine whether or not a contract cleaning service may be utilized:
- (1) Measure the square footage of the interior area of all facilities of an independent installation, using procedures identified in handbook MS-47, Housekeeping-Postal Facilities. Then add the results (if more than one facility) then divide that total measurement by 18,000 and round off the resulting number to four (4) decimal places;
 - (2) Measure the square footage of the exterior paved and unpaved area of all facilities of an independent installation, to be serviced using the procedures identified in the MS-47 handbook. Then add the results (if more than one facility) then divide that total measurement by 500,000 and round off the resulting number to four (4) decimal places;
 - (3) Add the numbers obtained in steps 1 and 2 together. If the resulting number is less than ONE (1), a contract cleaning service may be used to perform the required work.
- b. If the determination is made to utilize a contract cleaning service, the local APWU President will be provided a copy of the above computations.
- c. The formula applies to replacement facilities or existing facilities with extensions or modifications.

The highlighted text was missing from the TA sent out for ratification.

* * *

Note the deletion of the former item d.

Errata:

Page 118 – Article 37.3.F.4.c. – the word “successful” has been moved from the first sentence to the second sentence, replacing “currently qualified” in the corrected version.

Page 181 – Maintenance Craft Jobs MOU – Paragraph c. has revised language. (Shown in bold below.)

c. Any 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.

Current career custodial employees within the District of the vacancy **will be permitted to transfer to that vacancy. The residual vacancy** resulting from work identified in paragraph 1.b will be filled by the employer and **if filled with a PSE** will not count against the **applicable PSE cap**.

Page 203 – Subcontracting Cleaning Services MOU – in paragraph a., the following language was deleted: “or in a station and/or branch of an independent installation ...” Page 203 - Paragraph 1 and 2 have revised language. (Shown in bold.) See below.

(1) Measure the square footage of the interior area **of all facilities of an independent installation**, using procedures identified in handbook MS-47, Housekeeping-Postal Facilities. Then **add the results (if more than one facility)** then divide that total measurement by 18,000 and round off the resulting number to four (4) decimal places;

(2) Measure the square footage of the exterior paved and unpaved area **of all facilities of an independent installation**, to be serviced using the procedures identified in the MS-47 handbook. Then **add the results (if more than one facility)** then divide that total measurement by 500,000 and round off the resulting number to four (4) decimal places;