



Tentative 2010-2015 Collective Bargaining Agreement

As we go to press, APWU members are voting on the tentative 2010-2015 Collective Bargaining Agreement. A full copy of the Tentative Agreement was included in the referendum mailing, and can also be found on-

line at www.apwu.org. The following are many of the significant new features of the proposed contract. For a discussion of provisions specific to the Clerk, Maintenance, and Motor Vehicle Crafts, please see pages 18-19, 20-21, and 24-25.

Highlights of the New Collective Bargaining Agreement

Below are key components of the Tentative Agreement between the U.S. Postal Service and the American Postal Workers Union for the 2010-2015 Collective Bargaining Agreement. If it is ratified by the members of the APWU, the contract will expire on May 20, 2015.

Wages

There will be across-the-board pay increases of 3.5 percent over the life of the contract.

- Nov. 17, 2012 – 1% increase
- Nov. 16, 2013 – 1.5% increase
- Nov. 15, 2014 – 1% increase

Cost-of-Living Adjustments

Cost-of-living increases will continue and will be “back-loaded.” COLAs for 2011 were waived, and COLAs for 2012 are deferred until 2013.

- A March 2012 COLA will become effective in March 2013, together with a March 2013 COLA.
- A September 2012 COLA will become effective in September 2013, together with a September 2013 COLA.
- Cost-of-Living Adjustments will be made in March and September 2013.

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- A Cost-of-Living Adjustment will be made in March 2015.

New Entry-Level Steps

Additional steps will be added to the pay scale for new employees in Levels 3 through 8 with new starting salaries. Future employees will progress through the new steps onto the current pay scale, but will not be eligible to progress to the current top step.

Health Benefits

- There will be no changes to the healthcare benefits of APWU members in 2012. Each year from 2013 through 2016 there will be a slight shift in employees’ share of contributions toward healthcare coverage for most plans. This will amount to an increase of several dollars per pay period each year. (Similar changes were made in the last contract.)



Tentative Collective Bargaining Agreement



- Because it is a low-cost, high-value plan, USPS contributions for the APWU Consumer Driven option will remain at 95% for the life of the agreement.

Limits on Excessing

- The agreement limits excessing outside of an installation or craft to no more than 40 miles from the installation in most cases and to no more than 50 miles in any case. If management cannot place employees within 50 miles, the parties will jointly determine what steps may be taken.
- Employees will not be required to retreat to crafts they were excessed from if the crafts are represented by the APWU.

LOCALS: GET OUT THE VOTE!

To encourage participation in the contract ratification process, APWU President Cliff Guffey is asking locals to get out the vote.

The national union will reward the locals that are most successful in mobilizing members to vote, with the top three locals in each of several categories receiving prizes to be used on behalf of the local membership.

To be eligible, locals must reach a voter participation level of at least 50 percent.

Number of Members	Prize
1-49	\$200
50-99	\$200
100-499	\$1,000
500-999	\$2,000
1,000 and above	\$4,000

If more than three locals in any category generate 100 percent participation, all "100 percent" locals will receive awards.

- There will be designated area-wide "moving days" no more frequently than once every three months for excessing from postal installations. This will strengthen seniority when excessing occurs in multiple installations within a geographic area.

Jobs and Job Security

- Protection against layoffs continues for all career employees who were on the rolls as of Nov. 20, 2010. The language of Article 6, which governs layoffs and reductions-in-force, remains unchanged.
- New provisions on subcontracting give the APWU the opportunity to develop proposals to compete with subcontractors for work, and stipulate that if APWU-represented employees can perform the work less expensively than the subcontractors, the work must be performed by APWU-represented employees.
- The Tentative Agreement protects jobs with a provision that stipulates that the APWU will retain jurisdiction if the duties of union members are moved to facilities that are not currently represented by the APWU.

Jobs in the Clerk Craft

- No fewer than 1,100 Call Center jobs that had been contracted out will be returned to the Clerk Craft. The Call Center locations will become part of the nearest installation, so that APWU members can bid on these positions.

- A minimum of 800 duty assignments will be created in the Clerk Craft to perform administrative and technical duties that are currently performed by EAS personnel.
- Lead Clerk, PS-7, positions will be created in mail processing and in retail to perform administrative duties.
 - At least one Lead Clerk position will be established in any office where there is no supervisor.
 - At least one Lead Clerk position will be established in any Customer Service office with five or more Clerk Craft employees.
 - Ratios for the establishment of Lead Clerk positions in mail processing will be as follows:

# Clerks	# Lead Clerks
5-49	1
50-99	2
100-199	3
200-499	4
500 or more	5, plus one for each 100 clerks

- 204Bs will be eliminated except to fill absences and vacancies of 14 days or more, not to exceed 90 days.
- Part-Time Regular assignments will be converted

to full-time assignments with a minimum guarantee of 30 hours of work per week.

Jobs in the Maintenance Craft

- There will be a joint audit of maintenance work currently performed by contractors to identify duties that can be assigned to the Maintenance Craft where it is cost effective.
- Custodial staffing will be established on an installation-wide basis rather than on a facility-wide basis.
- Initially 1,500 custodial positions that were contracted out will be returned to the bargaining unit.
- Help Desk positions at the MTSC (Maintenance Technical Support Center) in Norman, OK, will be assigned to the bargaining unit.
- There will be an audit of EAS positions to determine if non-supervisory duties are being performed. Bargaining unit duties derived from the audit will be returned to the bargaining unit, and a minimum of 60 bargaining unit positions will be established.
- All in-craft promotions will be on the basis of installation seniority within a "banded" score.

Jobs in the Motor Vehicle Craft

- Approximately 740 Vehicle Maintenance Facility positions will be created to perform work that is currently performed by subcontractors.

VOTE ON THE TENTATIVE COLLECTIVE BARGAINING AGREEMENT

Ballots Due Back May 10

Voting on the Tentative Agreement for the 2010-2015 APWU-USPS contract is now underway. All eligible members will receive – or have already received – a ballot, which allows them to vote 'Yes' or 'No' on the agreement.

Ballots must be received in the designated return post office box in New York City by May 10. Votes will be counted on May 11, and results will be posted as soon as they become available at www.apwu.org.

In addition to the ballot, the ratification mailing includes a copy of the Tentative Agreement; a summary of highlights of the proposed agreement; the official statement of the Rank-and-File Bargaining Advisory Committee; a letter from APWU President Cliff Guffey, and a postage-paid return envelope. The Tentative Agreement, a summary of contractual provisions, and other information also can be found at www.apwu.org.

In accordance with the APWU Constitution, the Rank-and-

File Committee must approve a Tentative Agreement before members are given the opportunity to vote on ratification. The committee voted unanimously to endorse the proposed agreement on March 16. The Rank-and-File Committee will supervise the vote count.

The union's National Executive Board also voted unanimously to approve the Tentative Agreement.

If ratified, the agreement will expire on May 20, 2015.

If You Don't Receive a Ballot...

The referendum mailing was sent to all eligible APWU members April 8-11. If you have not received a ballot by April 18, contact the American Arbitration Association at 800-529-5218 to request a duplicate, or by e-mail to apwu@adr.org.

Please provide your name, the last four digits of your Social Security number, your craft, and your mailing address.

The jobs will be created as follows:

- 219 Level 8 Technicians
 - 459 Level 9 Lead Technicians
 - 62 Level 10 Lead Technicians
- A minimum of 600 Highway Contract Routes (HCRs) will be converted to Postal Vehicle Service (PVS) routes, with a minimum of 25% of the duty assignments given to career employees.
 - The APWU will have the opportunity to review approximately 8,000 additional HCRs, and will have the opportunity to submit proposals for the work.
 - There will be an audit of EAS positions to determine if non-supervisory duties are being performed. Bargaining unit duties derived from the audit will be returned to the bargaining unit, and a minimum of 60 bargaining unit positions will be established.
 - Part-Time Flexible and Part-Time Regular assignments will be converted to full-time assignments with a minimum guarantee of 30 hours of work per week.

New, Non-Traditional Duty Assignments

- The Tentative Agreement changes the definition of “full-time” in a way that gives the Postal Service and our members greater flexibility.
 - The “full-time” designation will apply to any position of 30 or more hours per week and to any position of 48 hours or less per week.
 - No current full-time employees can be forced into a full-time position of less than 40 hours per week or more than 44 hours per week.
 - These provisions will allow for the creation of many non-traditional full-time schedules, including four 10-hour days, three 12-hour days, and four 11-hour days.
 - There will be no mandatory overtime for employees in non-traditional assignments or in functional areas that utilize non-traditional full-time assignments.

Postal Support Employees

Editor’s Note: In the original version of the highlights of the Tentative Agreement, Postal Support Employees were referred to as Non-Career Assistants. New employees in these duty assignments will now be known as PSEs.

- To provide the USPS with flexibility, the Tentative Agreement creates a new position for Postal Support Employees, who will comprise up to 20 percent of the workforce in most functional areas of the Clerk Craft and up to 10 percent in both the Maintenance

and Motor Vehicle Crafts. These employees will be paid lower wages than career employees, but higher wages than Transitional Employees and Casuals. They will be part of the APWU bargaining unit and will receive raises, health benefits, and leave. Postal Support Employees will have access to the grievance procedure, and they will have the opportunity to join the ranks of the permanent, career workforce by seniority.

- Transitional Employees and Casuals will be eliminated as workforce categories. Employees who are currently serving as TEs or Casuals will be eligible for conversion to Postal Support Employees if they have passed the appropriate tests and are on the appropriate register.

Small Offices

- There will be no Clerk Craft Part-Time Flexibles in Level 21-and-above offices. Positions will be staffed with Full-Time Regulars (including non-traditional assignments) and Postal Support Employees.
- In Level 20-and-below offices, wherever the union can demonstrate the existence of duty assignments of 30 hours or more per week, management must create them.
- Restrictions will be placed on the amount of bargaining unit work that may be performed by supervisory personnel in small offices. The formula is as follows:
 - Level 20-and-above offices – No bargaining unit work by supervisors allowed
 - Level 18 offices – 15 hours per week
 - Level 15 and 16 offices – 25 hours per week
- Many Contract Postal Units (CPUs) will be returned to the APWU bargaining unit; others will be closed, and a system will be established to evaluate additional CPUs for return to the bargaining unit or closure.

Bidding

Employees will enjoy unlimited bidding on jobs that do not require off-site training or a deferment period. Such bids will not count toward an employee’s allowed number of bids.

Light & Limited Duty

The union’s proposals regarding light- and limited-duty positions will proceed to arbitration. Our proposals are intended to protect seniority rights and to provide fair opportunities for accommodation for employees that need it. ■