

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

Re: TACS Shared Services Help Desk

Due to the implementation of the TACS Shared Services Help Desk at the Eagan, Minnesota Accounting Service Center (ASC), and the USPS decision to eliminate the District TACS Clerk positions and transfer the core TACS Clerk duties into the TACS Shared Services Help Desk, the parties agree to the following:

1. In signing this MOU, the parties agree that the APWU, for the purposes of this one-time only transfer of bargaining unit work, hereby waives the right of the Clerk Craft, under the provisions of Article 1.3 of the 2010-2015 Agreement to follow the work into this otherwise excluded facility. In addition, the APWU agrees, for the purposes of this one-time only transfer of bargaining unit work, to an exception to the posting provisions for newly established duty assignments in Article 38.01 of the 2007-11 IT/ASC Agreement. These one-time agreements are exclusive to the transfer of TACS Clerk bargaining unit work from the Districts to the TACS Shared Services Help Desk.
2. Staffing at the TACS Shared Services Help Desk will be comprised of at least one hundred (100) Rate Schedule Code – N (RSC-N) positions at levels 13-18, which is comparable to existing positions in the Eagan Accounting Service Payroll Branch and the St. Louis, Missouri, Accounting Help Desk (AHD) facility.
3. The parties agree that any allied duties currently performed by TACS Clerks in the field, which are not transferred to the Eagan TACS Shared Services Help Desk, shall be identified by the local parties and will remain in the bargaining unit. This work will not be transferred to supervisors, EAS employees or other crafts.
4. For purposes of this agreement, the newly established best qualified TACS Shared Services Help Desk duty assignments will be filled in accordance with the following:
 - a. All current Level 7 Time and Attendance (TACS) Clerks will be allowed to transfer to Level 13 Help Desk positions in the Eagan ASC. Written requests must be submitted to the current IT/ASC installation head at the Eagan Accounting Service Center not later than July 1, 2013. These clerks will be permitted to transfer with their existing seniority and select Level 13 duty assignments using that seniority.
 - b. All remaining vacant TACS Help Desk duty assignments will be posted in accordance with the 2007-11 IT/ASC Agreement. The former Level 7 Time and Attendance (TACS) Clerks, who transferred into level 13 duty assignments in accordance with Item 4.a., above, will be eligible to compete with all other IT/ASC employees for any posted higher level best qualified TACS Help Desk duty assignments.
 - c. Residual TACS Help Desk duty assignments, as well as any other IT/ASC duty assignments which become residual as a result of IT/ASC employees moving into these TACS Help Desk duty assignments will be made available to impacted career clerk craft employees, or volunteers in lieu of impacted career clerks, who meet the minimum qualifications, within the Northland District or within 100 miles of the Eagan ASC.
 - d. Residual TACS Help Desk duty assignments, as well as any other IT/ASC duty assignments which become residual as a result of IT/ASC employees moving into these TACS Help Desk duty assignments will be made available to clerks, who meet the minimum qualifications, in any office impacted by excessing in accordance with

the terms of MOU on Transfer Opportunities to Minimize Excessing at pages 422-427 of the CBA.

- e. Residual TACS Help Desk duty assignments, as well as any other IT/ASC duty assignments which become residual as a result of IT/ASC employees moving into these TACS Help Desk duty assignments will made available to clerks, who meet the minimum qualifications, in any office not impacted by excessing pursuant to the terms of the MOU on Transfers at pages 338-342 of the CBA.
 - f. Residual TACS Help Desk duty assignments, as well as any other IT/ASC duty assignments which become residual as a result of IT/ASC employees moving into these TACS Help Desk duty assignments will made available to other APWU craft employees, who meet the minimum qualifications, pursuant to the terms of the MOU on Transfer Opportunities to Minimize Excessing at pages 422-427 of the CBA and the MOU on Transfers at pages 338-342 of the CBA in that order.
 - g. Any remaining vacancies will be filled in accordance with the normal procedures under the IT/ASC CBA.
5. Employees will not be eligible for relocation expenses or any other expenses incurred as a result of transferring to the Eagan IT/ASC.
6. Any disputes arising from the application of this MOU will be forwarded to the Headquarters level for resolution.

This agreement shall be without precedent as to any other dispute now pending or to arise in the future between and among these parties and cannot be cited by either party in any forum for purposes other than enforcing or interpreting the provisions contained herein.



Patrick M. Devine
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Contract Administration (APWU)
United States Postal Service



Cliff Guffey
President
American Postal Workers Union,
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Date: February 1, 2013