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Notes:

1. **Bold Face Type** in the text indicates revised or new language. Bold Face Type in headings does not necessarily indicate change.
2. Cross-references to relevant Memorandums of Understanding and Letters of Intent are included in the text of the Agreement. The location of the cross-references is for the convenience of the reader, and in no way affects the content or intent of the Agreement, the Memorandums, or the Letters of Intent.
3. In the **2010** National Agreement, references to a union, craft or bargaining unit are limited to the APWU and the crafts that it represents, with the following understandings:
   - Article 1.5: The Postal Service will continue to inform the APWU of all new positions whether or not the positions are within craft units represented by the APWU.
   - Article 6: This article will continue to apply to all bargaining units covered by the September 15, 1978 Award of Arbitrator James J. Healy.
   - Article 15.5.D: The Postal Service will continue to send all National level arbitration scheduling letters and moving papers for all bargaining units to the APWU.
   - Article 33.2: This article will continue to permit employees in non-APWU represented crafts to make application for best qualified positions in APWU represented crafts after required procedures are followed.

The following individuals were participants in the collective bargaining process which resulted in the 2010-2015 Collective Bargaining Agreement:

United States Postal Service

John W. Dockins, Chief Spokesperson

Adona, Jacqueline
Alexander, Chris
Bartley, William B.
Boardman, Stephan J.
Carpenter, Barry
Cronin, Ann
Curry, Timothy
Devine, Patrick M.
Fallica, Richard J.
Ferguson, Angela
Hellquist, James K.
Henry, Peter
Hércules, Mary
Jenkins, Joseph A.
Lance, Eloise
LeFevre, Terry
Lister, Jonathan L.
Mlakar, Michael R.
Phipps, Barbara L.
Rachel, Kevin
Richardson, Kimberly
Schaffer, Lawrence
Scott, Ronald
Welles, Martin R.
Welling, Laurence J.
Zimmerman, Pam

American Postal Workers Union, AFL-CIO

William Burrus, Chief Spokesperson
Cliff Guffey, Chief Spokesperson

Anderson, Darryl
Balogun, Idowu
Bell, Greg
Bodner, Lane
Brooks, Lamont
Foster, Mike
Hajjar, Anton
Howard-Fitzgerald, Pat
Jackson, Lee
Kloepfer, Gary
Krueth, Lyle
Maier, Tom
Manley, Bill
Morris, Mike
Pritchard, Bob
Raymer, Steve
See, Greg
Strunk, Rob
Tabbita, Phil
Willliams, Pat

The APWU provided the names of representatives from APWU headquarters who participated in the collective bargaining process. This is not an exhaustive list of everyone who participated in negotiations for the APWU.

PREAMBLE

This Agreement (referred to as the **2010** National Agreement) is entered into by and between the United States Postal Service (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO (hereinafter referred to as the "Union"). The Agreement is effective as of **May 23, 2011,** unless otherwise provided.

ARTICLE 1
UNION RECOGNITION

Section 1. Union

The Employer recognizes the Union designated below as the exclusive bargaining representative of all employees in the bargaining unit for which each has been recognized and certified at the national level:

American Postal Workers Union, AFL-CIO — Maintenance Employees

American Postal Workers Union, AFL-CIO — Motor Vehicle Employees

American Postal Workers Union, AFL-CIO — Postal Clerks

- The Special Delivery Messengers were merged into the Clerk Craft by Memorandum of Understanding dated November 20, 1997.

American Postal Workers Union, AFL-CIO — Mail Equipment Shops Employees

American Postal Workers Union, AFL-CIO — Material Distribution Centers Employees

American Postal Workers Union, AFL-CIO — Operating Services and Facilities Services Employees

(See Memo, page 298)

Section 2. Exclusions

The employee groups set forth in Section 1 above do not include, and this Agreement does not apply to:

1. Managerial and supervisory personnel;
2. Professional employees;
3. Employees engaged in personnel work in other than a purely non-confidential clerical capacity;
4. Security guards as defined in Public Law 91-375, 1201(2);
5. All Postal Inspection Service employees;
6. Employees in the supplemental work forces as defined in Article 7;
7. Rural letter carriers;
8. Mail handlers; or
9. Letter carriers.

(See Memo, page 297)

Section 3. Facility Exclusions

This Agreement does not apply to employees who work in other employer facilities which are not engaged in customer services and mail processing, previously understood and expressed by the parties to mean mail processing and delivery, including but not limited to Headquarters **(except Operating Services)**, Area Offices, Information Service Centers, Postal Service Training and Development Institute, Postal Academies **or** Postal Academy Training Institute.

However, **work performed by bargaining unit employees as of May 23, 2011, will not be covered by the facility exclusion solely due to moving the work into an excluded facility.**

Section 4. Definition

Subject to the foregoing exclusions, this Agreement shall be applicable to all employees in the regular work force of the U.S. Postal Service, as defined in Article 7, at all present and subsequently acquired installations, facilities, and operations of the Employer, wherever located.

Section 5. New Positions

A. Each newly created **or revised** position **which contains non-managerial and non-supervisory duties** shall be assigned by the Employer to the national craft unit most appropriate for such position within thirty (30) days after its creation **or revision. In addition, 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 performance of such work within thirty (30) days of having done so.** Before such assignment of each new **or revised** position **or non-managerial and non-supervisory work,** the Employer shall consult with the Union signatory to this Agreement for the purpose of assigning the new **or revised** position **or non-managerial and non-supervisory work** to the national craft unit most appropriate for such position. The following criteria shall be used in making this determination:

1. existing work assignment practices;
2. manpower costs;

3. avoidance of duplication of effort and “make work” assignments;

4. effective utilization of manpower, including the Postal Service’s need to assign employees across craft lines on a temporary basis;

5. the integral nature of all duties which comprise a normal duty assignment;

6. the contractual and legal obligations and requirements of the parties.

B. The Union party to this Agreement shall be notified promptly by the Employer regarding assignments made under this provision. Should the Union dispute the assignment of the new position within thirty (30) days from the date the Union has received notification of the assignment of the position, the dispute shall be subject to the provisions of the grievance and arbitration procedure provided for herein.

(See Memo, pages 298 and 418)

Section 6. Performance of Bargaining Unit Work

A. Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:

1. in an emergency;

2. for the purpose of training or instruction of employees;

3. to assure the proper operation of equipment;

4. to protect the safety of employees; or

5. to protect the property of the USPS.

B. In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6.A.1 through 5 above or when the duties are included in the supervisor's position description.

(See Memos, pages 299 and 308)

(The preceding Article, Article 1, shall apply to **PSEs**)

ARTICLE 2
NON-DISCRIMINATION AND CIVIL RIGHTS

Section 1. Statement of Principle

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, or marital status.

In addition, consistent with the other provisions of this Agreement, there shall be no unlawful discrimination against handicapped employees, as prohibited by the Rehabilitation Act.

(See Memo, page 302)

Section 2. Committees

There are established at the national and APWU Regional/ USPS Area levels Joint Committees on Human Rights. The committees will be composed of responsible representatives of the Union and responsible management officials. The committees may develop affirmative action proposals on all matters affecting minority groups. The committees will also be advised of the plan for site selection for facilities planned for national postal mail networks and major metropolitan areas, and review availability of adequate housing and public

transportation. The committees shall meet as required at mutually agreeable times.

Section 3. Grievances

Grievances arising under this Article may be filed at Step 2 of the grievance procedure within fourteen (14) days of when the employee or the Union has first learned or may reasonably have been expected to have learned of the alleged discrimination, unless filed directly at the national level, in which case the provisions of this Agreement for initiating grievances at that level shall apply.

(The preceding Article, Article 2, shall apply to **PSEs**)

ARTICLE 3
MANAGEMENT RIGHTS

The Employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations:

A. To direct employees of the Employer in the performance of official duties;

B. To hire, promote, transfer, assign, and retain employees in positions within the Postal Service and to suspend, demote, discharge, or take other disciplinary action against such employees;

C. To maintain the efficiency of the operations entrusted to it;

D. To determine the methods, means, and personnel by which such operations are to be conducted;

E. To prescribe a uniform dress to be worn by designated employees; and

F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

(The preceding Article, Article 3, shall apply to **PSEs**)

ARTICLE 4
TECHNOLOGICAL AND MECHANIZATION CHANGES

Both parties recognize the need for improvement of mail service.

Section 1. Advance Notice

The Union party to this Agreement will be informed as far in advance as practicable, but no less than 30 days in advance, of implementation of technological or mechanization changes which affect jobs including new or changed jobs in the area of wages, hours or working conditions. When major new mechanization or equipment is to be purchased and installed, the Union at the national level will be informed as far in advance as practicable, but no less than 90 days in advance.

Section 2. Labor-Management Committee

There shall be established at the national level, as a subcommittee of the national level Joint Labor-Management Committee, a Labor-Management Technological or Mechanization Changes Committee composed of an equal number of representatives of management and the APWU. The Subcommittee shall meet semiannually, or as necessary, from the conceptual stage onward, to discuss any issues concerning proposed technological and mechanization changes which may affect jobs, including new or changed jobs, which affect the wages, hours, or working conditions of

the bargaining unit. For example, the Postal Service will keep the Union advised concerning any research and development programs (e.g., study on robotics) which may have an effect on the bargaining unit. In addition, the Committee shall be informed of any new jobs created by technological or mechanization changes. Where present employees are capable of being trained to perform the new or changed jobs, the Committee will discuss the training opportunities and programs which will be available. These discussions may include the availability of training opportunities for self-development beyond the new or changed jobs. Notice to said Committee shall satisfy the notice requirements of the preceding paragraph. Upon receiving notice, said Committee shall attempt to resolve any questions as to the impact of the proposed change upon affected employees and if such questions are not resolved within a reasonable time after such change or changes are operational, the unresolved questions may be submitted by the Union to arbitration under the grievance-arbitration procedure. Any arbitration arising under this Article will be given priority in scheduling.

Section 3. New Jobs

Any new job or jobs created by technological or mechanization changes shall be offered to present employees capable of being trained to perform the new or changed job and the Employer will provide such training. During training, the employee will maintain his/her rate. It is understood that the training herein referred to is on the job and not to exceed sixty (60) days. Certain specialized technical jobs may require additional and off-site training.

An employee whose job is eliminated, if any, and who cannot be placed in a job of equal grade shall receive saved grade until such time as that employee fails to bid or apply for a position in the employee's former wage level.

The obligation hereinabove set forth shall not be construed to, in any way, abridge the right of the Employer to make such changes.

ARTICLE 5
PROHIBITION OF UNILATERAL ACTION

The Employer will not take any actions affecting wages, hours and other terms and conditions of employment as defined in Section 8(d) of the National Labor Relations Act which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

(The preceding Article, Article 5, shall apply to **PSEs**)

ARTICLE 6
NO LAYOFFS OR REDUCTION IN FORCE

(1) Each employee who is employed in the regular work force as of the date of the Award of Arbitrator James J. Healy, September 15, 1978, shall be protected henceforth against any involuntary layoff or force reduction.

It is the intent of this provision to provide security to each such employee during his or her work lifetime.

Members of the regular work force, as defined in Article 7 of the Agreement, include full-time regulars, part-time employees assigned to regular schedules and part-time employees assigned to flexible schedules.

(2) Employees who become members of the regular work force after the date of this Award, September 15, 1978, shall be provided the same protection afforded under (1) above on completion of six years of continuous service and having worked in at least 20 pay periods during each of the six years.

(3) With respect to employees hired into the regular work force after the date of this Award and who have not acquired the protection provided under (2) above, the Employer shall have the right to effect layoffs for lack of work or for other legitimate reasons. This right may be exercised in lieu of reassigning employees under the provisions of Article 12, except as such right may be modified by agreement. Should the exercise of the Employer's right to lay off employees require the application of the provisions of Chapter 35 of Title 5, United States Code, employees covered by that Chapter with less than three years of continuous civilian federal service will be treated as "career conditional" employees.

The Employer's right as established in this Section shall be effective July 20, 1979.

The following terms as to the employees' and Employer's rights and the rules and procedures to be followed in the implementation of Article 6 are a part of the September 15, 1978 Final Resolution and shall be final and binding upon the parties:

(See Memo, page 307)

A. Coverage

1. Employees protected against any involuntary layoff or force reduction.

   Those employees who occupy full-time, part-time regular or part-time flexible positions in the regular work force (as defined in Article 7) on September 15, 1978, are protected against layoff and reduction in force during any period of employment in the regular work force with the United States Postal Service or successor organization in his or her lifetime. Such employees are referred to as "protected employees."

Other employees achieve protected status under the provisions of A.3 below.

2. Employees subject to involuntary layoff or force reduction.

   Except as provided in A.1 and A.3, all employees who enter the regular work force, whether, by hire, transfer, demotion, reassignment, reinstatement and reemployment on or after September 16, 1978, are subject to layoff or force reduction and are referred to as “non-protected employees.”

3. Non-protected employees achieving protected status.

   a. A non-protected employee achieves protected status upon completion of six years of continuous service in their regular work force. The service requirement is computed from the first day of the pay period in which the employee enters the regular work force. To receive credit for the year, the employee must work at least one hour or receive a call-in guarantee in lieu of work in at least 20 of the 26 pay periods during that anniversary year.

      Absence from actual duty for any of the following reasons will be considered as “work” solely for the purposes of this requirement.

      (1) To the extent required by law, court leave, time spent in military service covered by Chapter 43 of Title 38, or time spent on continuation of pay, leave without pay on OWCP rolls because of compensable injury on duty.

(2) Time spent on paid annual leave or sick leave, as provided for in Article 10 of the Agreement.

(3) Leave without pay for performing Union business as provided for in Article 24 of the Agreement.

All other unpaid leave and periods of suspension or time spent in layoff or RIF status will not be considered work. Failure to meet the 20 pay period requirement in any given anniversary year means the employee must begin a new six year continuous service period to achieve protected status.

b. Temporary details outside of the regular work force in which the employee's position of record remains in the regular work force count toward fulfilling the 20 pay periods of work requirement per year.

c. If a non-protected employee leaves the regular work force for a position outside the Postal Service and remains there more than 30 calendar days, upon return the employee begins a new service period for purposes of attaining six years continuous service.

d. If a non-protected employee leaves the regular work force and returns within two years from a position within the Postal Service the employee will receive credit for previously completed full anniversary years, for purposes of attaining the six years continuous service.

B. Preconditions for Implementation of Layoff and Reduction in Force.

1. The affected Union(s) shall be notified at the Regional level no less than 90 days in advance of any layoff or reduction in force that an excess of employees exists or will exist at an installation and that a layoff and reduction in force may be necessary. The Employer will explain to the Union(s) the basis for its conclusion that legitimate business reasons require the excessing and possible separation of employees.

2. No employee shall be reassigned under this Article or laid off or reduced in force unless and until that employee has been notified at least 60 days in advance that he or she may be affected by one or the other of these actions.

3. The maximum number of excess employees within an installation shall be determined by seniority unit within each category of employees (full-time, part-time regular, part-time flexible). This number determined by the Employer will be given to the Union(s) at the time of the 90-day notice.

4. Before implementation of reassignment under this Article or, if necessary, layoff and reduction in force of excess employees within the installation, the Employer will, to the fullest extent possible, separate all **PSEs** within the craft and minimize the amount of overtime work and part-time flexible hours in the positions or group of positions covered by the seniority unit as defined in this Agreement or as agreed to by the parties. In addition, the Employer shall solicit volunteers from among employees in the same craft within the installation

to terminate their employment with the Employer. Employees who elect to terminate their employment will receive a lump sum severance payment in the amount provided by Part 435 of the Employee and Labor Relations Manual, will receive benefit coverage to the extent provided by such Manual, and, if eligible, will be given the early retirement benefits provided by Section 8336(d)(2) of Title 5, United States Code and the regulations implementing that statute.

5. No less than 20 days prior to effecting a layoff, the Employer will post a list of all vacancies in other seniority units and crafts at the same or lower level which exist within the installation and within the commuting area of the losing installation. Employees in an affected seniority unit may, within 10 days after the posting, request a reassignment under this Article to a posted vacancy. Qualified employees will be assigned to such vacancies on the basis of seniority. If a senior non-preference eligible employee within the seniority unit indicates no interest in available reassignment, then such employee becomes exposed to layoff. A preference eligible employee within the seniority unit shall be required to accept such a reassignment to a vacancy in the same level at the installation, or, if none exists at the installation, to a vacancy in the same level at an installation within the commuting area of the losing installation.

   If the reassignment is to a different craft, the employee's seniority in the new craft shall be established in accordance with the applicable seniority provisions of the new craft.

C. Layoff and Reduction in Force

1. **Definition.** The term "layoff" as used herein refers to the separation of non-protected, non-preference eligible employees in the regular work force because of lack of work or other legitimate, non-disciplinary reasons. The term "reduction in force" as used herein refers to the separation or reduction in the grade of a non-protected veterans' preference eligible in the regular work force because of lack of work or other legitimate non-disciplinary reasons.

2. **Order of layoff.** If an excess of employees exists at an installation after satisfaction of the preconditions set forth in (B) above, the Employer may lay off employees within their respective seniority units as defined in the Agreement.

3. **Seniority units for purposes of layoff.** Seniority units within the categories of full-time regular, part-time regular, and part-time flexible, will consist of all non-protected persons at a given level within an established craft at an installation unless the parties agree otherwise. It is the intent to provide the broadest possible unit consistent with the equities of senior non-protected employees and with the efficient operation of the installation.

4. **Union representation.** Chief stewards and union stewards whose responsibilities bear a direct relationship to the effective and efficient representation of bargaining unit employees shall be placed at the top of the seniority unit roster in the order of their relative craft seniority for the purposes of layoff, reduction in force, and recall.

5. **Reduction in force.** If an excess of employees exists at an installation after satisfaction of the preconditions set forth in (B) above and after the layoff procedure has been applied, the Employer may implement a reduction in force as defined above. Such reduction will be conducted in accordance with statutory and regulatory requirements that prevail at the time the force reduction is effected. Should applicable law and regulations require that other non-protected, non-preference eligible employees from other seniority units be laid off prior to reduction in force, such employees will be laid off in inverse order of their craft seniority in the seniority unit.

   In determining competitive levels and competitive areas applicable in a force reduction, the Employer will submit its proposal to the Union(s) at least 30 days prior to the reduction. The Union(s) will be afforded a full opportunity to make suggested revisions in the proposal. However, the Employer, having the primary responsibility for compliance with the statute and regulations, reserves the right to make the final decision with respect to competitive levels and competitive areas. In making its decision with respect to competitive levels and competitive areas the Employer shall give no greater retention security to preference eligibles than to non-preference eligibles except as may be required by law.

D. Recall Rights

1. Employees who are laid off or reduced in force shall be placed on recall lists within their seniority units and shall be entitled to remain on such lists for two years. Such employees shall keep the Employer

informed of their current address. Employees on the lists shall be notified in order of craft seniority within the seniority unit of all vacant assignments in the same category and level from which they were laid off or reduced in force. Preference eligibles will be accorded no recall rights greater than non-preference eligibles except as required by law. Notice of vacant assignments shall be given by certified mail, return receipt requested, and a copy of such notice shall be furnished to the local union president. An employee so notified must acknowledge receipt of the notice and advise the Employer of his or her intentions within 5 days after receipt of the notice. If the employee accepts the position offered he or she must report for work within 2 weeks after receipt of notice. If the employee fails to reply to the notice within 5 days after the notice is received or delivery cannot be accomplished, the Employer shall offer the vacancy to the next employee on the list. If an employee declines the offer of a vacant assignment in his or her seniority unit or does not have a satisfactory reason for failure to reply to a notice, the employee shall be removed from the recall list.

2. An employee reassigned from a losing installation pursuant to B.5 above and who has retreat rights shall be entitled under this Article to exercise those retreat rights before a vacancy is offered to an employee on the recall list who is junior to the reassigned employee in craft seniority.

E. Protective Benefits

1. **Severance pay.** Employees who are separated because of a layoff or reduction in force shall be entitled to severance pay in accordance with Part 435 of the Employee and Labor Relations Manual.

2. **Health and Life Insurance Coverage.** Employees who are separated because of a layoff or a reduction in force shall be entitled to the health insurance and life insurance coverage and to the conversion rights provided for in the Employee and Labor Relations Manual.

F. Union Representation Rights

1. The interpretation and application of the provisions of this Award shall be grievable under Article 15. Any such grievance may be introduced at the Regional level and shall be subject to priority arbitration.

2. The Employer shall provide to the affected Union a quarterly report on all reassignments, layoff and reductions in force made under this Article.

3. Preference eligibles are not deprived of whatever rights of appeal such employees may have under applicable laws and regulations. However, if an employee exercises these appeal rights, the employee thereby waives access to any procedure under this agreement beyond Step 3 of the grievance-arbitration procedure.

G. Intent

The Employer shall not lay off, reduce in force, or take any other action against a non-protected employee solely to prevent the attainment of that employee of protection status.

ARTICLE 7
EMPLOYEE CLASSIFICATION

Section 1. Definition and Use

A. Regular Work Force. The regular work force shall be comprised of two categories of employees which are as follows:

1. **Full-Time.** Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules consisting of five (5) eight (8) hour days in a service week.

2. **Part-Time.** Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules of less than forty (40) hours in a service week, or shall be available to work flexible hours as assigned by the Employer during the course of a service week.

B. Postal Support Employees (PSEs)

1. The **PSE** work force shall be comprised of **non-career bargaining unit employees.**

2. During the course of a service week, the Employer will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to **PSEs.**

3. **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. The total number of PSEs used in retail/ customer services (function four) within a District will not exceed 20% of the total number of career retail/customer services (function four) clerk craft employees within that District. The number of PSEs derived from the retail/ customer services (function four) percentage may be used in function one and when doing so will not count against the 20% mail processing (function one) District cap.

In the Maintenance Craft, the total number of PSEs used within a District will not exceed 10% of the total number of career maintenance craft employees within that District.

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.

4. In Level 22 and above offices, PSEs in retail/ customer services (Function 4) who work the window will not exceed 10% of the career retail clerks in that installation whose duties include working the window. The rounding-up rule of .5 and above applies.

In Level 21 and below offices, PSEs in retail/ customer services (Function 4) who work the window will not exceed 20% of the career retail clerks in that installation whose duties include

working the window. The rounding up rule of .5 and above applies.

When the hours worked by a PSE on the window demonstrates the need for a full-time preferred duty assignment, such assignment will be posted for bid within the section.

PSEs who work the window may work in relief of employees holding duty assignments on the window.

5. Any non-APWU bargaining unit employee on light or limited duty in an APWU craft or on a rehabilitation assignment in an APWU craft who does not hold a bid assignment will not be counted as a career employee for the purpose of determining the number of PSEs who may be employed in that APWU craft.

6. In addition to the caps in paragraph 3 above, PSEs will not be counted towards the allowable percentages of PSEs within a District when employed for new work that is brought into the bargaining units covered by this Agreement, including work being contracted out that is brought in-house, as follows:

a. In the Clerk Craft, in any former Contract Postal Unit (CPU) that is brought back in-house, unless it is a full-service unit or it primarily provides postal services.

b. IIn the Maintenance Craft, for custodial work formerly contracted out that is brought in-house, subject to the provisions of the Maintenance Craft Jobs Memo.

c. In the Motor Vehicle Craft, for highway contract routes (HCR's) that are brought back into the Postal Service and assigned to postal employees, subject to the provisions of the Motor Vehicle Craft Jobs Memo.

d. The Employer and the Union may agree upon the use of additional PSEs in other circumstances when new or contracted work is brought in-house, or when new retail initiatives that are not full-service post offices are established.

7. The Postal Service will provide a report, every four week reporting period with information needed to monitor compliance with the provisions above, i.e., the total number of career bargaining unit employees and PSEs by craft, function, installation and District.

8. PSEs shall be hired from an appropriate register pursuant to such procedures as the Employer may establish. They will be hired for a term not to exceed 360 calendar days per appointment. Such employees have no daily or weekly work hour guarantees, except as provided for in Article 8.8.D. PSEs will have a break in service of at least 5 days, if reappointed.

(See Memo, page 279)

Section 2. Employment and Work Assignments

A. Normally, work in different crafts, occupational groups or levels will not be combined into one job. However, to provide maximum full-time employment and provide necessary flexibility, management may establish full-time schedule

assignments by including work within different crafts or occupational groups after the following sequential actions have been taken:

1. All available work within each separate craft by tour has been combined.

2. Work of different crafts in the same wage level by tour has been combined.

The appropriate representatives of the affected Unions will be informed in advance of the reasons for establishing the combination full-time assignments within different crafts in accordance with this Article.

B. In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours of the employee's basic work schedule.

C. During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level, commensurate with their capabilities, to the heavy workload area for such time as management determines necessary.

(See Memo, page 308)

Section 3. Employee Complements

A. The Employer shall staff all postal installations in the regular work force as of the date of this Agreement as follows:

1. With respect to the clerk craft, **there will no longer be Part-Time Flexible (PTF) employees working in Function 1 or in post offices Level 21 and**

above. Part-Time Flexible (PTF) employees may work in Function 4 offices Level 20 and below. Offices, Level 20 and below, remain subject to the Article 7.3.B obligations to maximize the number of full-time employees and minimize the number of part-time flexible employees who have no fixed work schedules.

There will no longer be Part-Time Regular (PTR) employees in the clerk craft.

2. With respect to the motor vehicle craft, **there will no longer be Part-Time Regular (PTR) and Part-Time Flexible (PTF) employees in the motor vehicle craft. Management may create Flexible Non-Traditional Duty assignments to replace PTR and PTF duty assignments.**

3. With respect to all other crafts, installations shall be staffed in accordance with the provisions of this agreement.

(See Memos, pages 308-311)

B. The Employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all postal installations; however, nothing in this paragraph B shall detract from the USPS' ability to use the awarded full-time/part-time ratio as provided for in paragraph 3.A. above.

C. A part-time flexible employee working eight (8) hours within ten (10), on the same five (5) days each week and the same assignment over a six month period will demonstrate the need for converting the assignment to a full-time position.

D. The total number of part-time regular employees who may be employed shall not exceed 2.5% of the total number of career employees covered by this Agreement.

ARTICLE 8
HOURS OF WORK

Section 1. Work Week

The work week for full-time regulars shall be forty (40) hours per week, eight (8) hours per day within ten (10) consecutive hours, provided, however, that in all offices with more than 100 full-time employees in the bargaining units the normal work week for full-time regular employees will be forty hours per week, eight hours per day within nine (9) consecutive hours. Shorter work weeks will, however, exist as needed for part-time regulars.

(See Memo, page 311)

Section 2. Work Schedules

A. The employee's service week shall be a calendar week beginning at 12:01 a.m. Saturday and ending at 12 midnight the following Friday.

B. The employee's service day is the calendar day on which the majority of work is scheduled. Where the work schedule is distributed evenly over two calendar days, the service day is the calendar day on which such work schedule begins.

C. The employee's normal work week is five (5) service days, each consisting of eight (8) hours, within ten (10) consecutive hours, except as provided in Section 1 of this Article. As far as practicable the five days shall be consecutive days within the service week.

D. In postal installations which have 200 or more man years of employment in the regular work force, career employees in mail processing operations, transportation and vehicle

maintenance facility operations will have consecutive scheduled days off, unless otherwise agreed to by the parties at the local level.

(See Memo, page 311)

Section 3. Exceptions

The above shall not apply to part-time employees and **PSEs**.

Part-time employees will be scheduled in accordance with the above rules, except they may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal work week.

PSEs will be scheduled in accordance with Section 2, A and B, of this Article.

Section 4. Overtime Work

A. Overtime pay is to be paid at the rate of one and one-half (1½) times the basic hourly straight-time rate.

B. Overtime shall be paid to employees for work performed only after eight (8) hours on duty in any one service day or forty (40) hours in any one service week. Nothing in this Section shall be construed by the parties or any reviewing authority to deny the payment of overtime to employees for time worked outside of their regularly scheduled work week at the request of the Employer.

C. Penalty overtime pay is to be paid at the rate of two (2) times the basic hourly straight-time rate. Penalty overtime pay will not be paid for any hours worked in the month of December.

D. Penalty overtime pay will be paid to full-time regular employees for any overtime work in contravention of the restrictions in Section 5.F.

E. Excluding December, part-time flexible employees will receive penalty overtime pay for all work in excess of ten (10) hours in a service day or fifty-six (56) hours in a service week.

F. Wherever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the employee's applicable rates shall apply.

G. Overtime Work **PSEs**

PSEs shall be paid overtime for work performed in excess of forty (40) work hours in any one service week. Overtime pay for **PSEs** is to be paid at the rate of one and one-half (1½) times the basic hourly straight-time rate.

When an opportunity exists for overtime for qualified and available full-time employees, doing similar work in the work location where the employees regularly work, prior to utilizing a **PSE** in excess of eight (8) work hours in a service day, such qualified and available full-time employees on the appropriate Overtime Desired List will be selected to perform such work in order of their seniority on a rotating basis.

(See Memo, page 279)

Section 5. Overtime Assignments

When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work in accordance with the following:

A. Two weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list.

B. Lists will be established by craft, section, or tour in accordance with Article 30, Local Implementation.

C. 1. a. When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected in order of their seniority on a rotating basis.

b. Those absent or on leave shall be passed over.

D. If the voluntary “Overtime Desired” list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.

E. Exceptions to C and D above if requested by the employee, may be approved by local management in exceptional cases based on equity (e.g., anniversaries, birthdays, illness, deaths).

F. Excluding December, no full-time regular employee will be required to work overtime on more than four (4) of the employee’s five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a non-scheduled day, or over six (6) days in a service week.

G. Full-time employees not on the “Overtime Desired” list may be required to work overtime only if all available employees on the “Overtime Desired” list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week. Employees on the “Overtime Desired” list:

1. may be required to work up to twelve (12) hours in a day and sixty (60) hours in a service week (subject to payment of penalty overtime pay set forth in Section 4.D for contravention of Section 5.F); and

2. excluding December, shall be limited to no more than twelve (12) hours of work in a day and no more than sixty (60) hours of work in a service week.

However, the Employer is not required to utilize employees on the "Overtime Desired" list at the penalty overtime rate if qualified employees on the "Overtime Desired" list who are not yet entitled to penalty overtime are available for the overtime assignment.

(See Memos, pages 318 and 326)

Section 6. Sunday Premium Payment

Each employee whose regular work schedule includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday, shall be paid extra compensation at the rate of 25 percent of the employee's base hourly rate of compensation for each hour of work performed during that period of service. An employee's regularly scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday premium payment.

Section 7. Night Shift Differential

For time worked between the hours of 6:00 p.m. and 6:00 a.m., employees shall be paid additional compensation at the applicable flat dollar amount at each pay grade and step in accordance with the attached table (Table **Two** and Table **Three**).

Section 8. Guarantees

A. An employee called in outside the employee's regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof where less than four (4) hours of work is available. Such guaranteed

minimum shall not apply to an employee called in who continues working on into the employee's regularly scheduled shift.

B. When a full-time regular employee is called in on the employee's non-scheduled day, the employee will be guaranteed eight hours work or pay in lieu thereof.

C. The Employer will guarantee all employees at least four (4) hours work or pay on any day they are requested or scheduled to work in a post office or facility with 200 or more man years of employment per year. All employees at other post offices and facilities will be guaranteed two (2) hours work or pay when requested or scheduled to work.

D. **A**ny **PSE** who is scheduled to work and who reports shall be guaranteed two (2) hours of work or pay.

Section 9. Wash-Up Time

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

(The preceding paragraph, Article 8.9, shall apply to **PSEs**)

ARTICLE 9
SALARIES AND WAGES

Section 1. Basic Annual Salary

The basic annual salary schedules, with proportional application to hourly rate employees, for those employees covered under the terms and conditions of this Agreement shall be increased as follows:

Effective **November 17, 2012**—the basic annual salary for each grade and step shall be increased by an amount equal to **1.0%** of the basic annual salary for the grades and steps in **place** on **the effective date of this Agreement**. (Table One)

Effective **November 16, 2013**—the basic annual salary for each grade and step shall be increased by an amount equal to **1.5%** of the basic annual salary for the grades and steps in **place** on **the effective date of this Agreement**. (Table One)

Effective **November 15, 2014**—the basic annual salary for each grade and step shall be increased by an amount equal to **1.0%** of the basic annual salary for the grades and steps in **place** on **the effective date of this Agreement**. (Table One)

Section 2. Step Progression Schedule

The step progression for the salary schedule shall be as follows:

For PS Grades	Steps (in Weeks)	Waiting Period
3	All	44
4 through 7	All	36
8 through **11**	All	30

Career employees appointed on or after the effective date of this Agreement will progress as follows:

PS Grades	Entry Step	Top Step
3 – 4	**JJ**	**I**
5 – 7	**FF**	**J**
8	**FF**	**K**
9 – 11	**D**	**P**

Section 3. Cost of Living Adjustment

A. Definitions

1. "Consumer Price Index" refers to the "National Consumer Price Index for Urban Wage Earners and Clerical Workers" **(CPI-W),** published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and referred to herein as the "Index."

2. "Consumer Price Index Base" refers to the Consumer Price Index for the month of July **2011** and is referred to herein as the "Base Index."

B. Effective Dates of Adjustment

Each **eligible** employee covered by this Agreement shall receive cost-of-living adjustments, upward, in accordance with the formula in Section **3**.C, below, **as follows:**

Index	Payment effective:
January 2012	**Second full pay period after release of January 2013 Index**
July 2012	**Second full pay period after release of July 2013 Index**
January 2013	**Second full pay period after release of January 2013 Index**
July 2013	**Second full pay period after release of July 2013 Index**
January 2014	**Second full pay period after release of January 2014 Index**
July 2014	**Second full pay period after release of July 2014 Index**
January 2015	**Second full pay period after release of January 2015 Index**

C. The basic salary schedules provided for in this Agreement shall be increased 1 cent per hour for each full 0.4 of a point increase in the applicable Index above the Base Index. For example, if the increase in the Index from July **2011** to January **2012** is 1.2 points, all pay scales for employees covered by this Agreement will be increased by 3 cents per hour. In no event will a decline in the Index below the Base Index result in a decrease in the pay scales provided for in this Agreement.

D. In the event the appropriate Index is not published on or before the beginning of the effective payroll period, any adjustment required will be made effective at the beginning of the second payroll period after publication of the appropriate Index.

E. No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Index for any month mentioned in **3.**B, above.

F. If during the life of this Agreement, the BLS ceases to make available the CPI-W (1967 = 100), the parties agree to use the CPI-W (1982-84=100) at such time as BLS ceases to make available the CPI-W (1967=100). At the time of change to the CPI-W (1982-84=100), the cost-of-living formula in Section **3.**C will be recalculated to provide the same cost-of-living adjustment that would have been granted under the formula using the CPI-W (1967 = 100).

Section 4. Application of Salary Rates

The Employer shall continue the current application of salary rates for the duration of this Agreement.

Section 5. Granting Step Increases

The Employer will continue the program on granting step increases for the duration of this Agreement.

Section 6. Protected Salary Rates

A. The Employer shall continue the current salary rate protection program for the duration of this Agreement.

B. Employees who qualify for “saved grade” will receive “saved grade” for an indefinite period of time subject to the conditions contained in Article 4, Section 3, and Article 37.4.C.6.b.

Section 7. Postal Support Employees

The hourly rates for PSEs shall be adjusted by the general increases provided for in Article 9.1. In addition, PSEs will receive the following wage adjustments:

Effective, November 17, 2012, the hourly rates for all grades shall be increased by 1.0%.

Effective November 16, 2013, the hourly rates for all grades shall be increased by 1.0%.

Effective November 15, 2014, the hourly rates for all grades shall be increased by 1.5%.

All percentage increases are applied to the wage rates in place on the effective date of this Agreement.

TABLE ONE
Full-Time Regular Basic Annual Salary Schedule
Effective May 23, 2011

RSCs P & C (APWU)

PS Grade	JJ	II	HH	GG	FF	EE	DD	CC	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Step Increase
3	25,657	26,674	27,691	28,708	29,725	30,742	31,759	32,776	33,793	34,810	35,827	36,844	37,861	38,878	39,895	40,912	41,929	42,946	43,963	44,980	45,997	47,014	48,031	49,048	50,191		1,017
4	26,926	27,933	28,940	29,947	30,954	31,961	32,968	33,975	34,982	35,989	36,996	38,003	39,010	40,017	41,024	42,031	43,038	44,045	45,052	46,059	47,066	48,073	49,080	50,087	51,094		1,007
5					33,099	34,047	34,995	35,943	36,891	37,839	38,787	39,735	40,683	41,631	42,579	43,527	44,475	45,423	46,371	47,319	48,267	49,215	50,163	51,111	52,059		948
6					35,182	36,078	36,974	37,870	38,766	39,662	40,558	41,454	42,350	43,246	44,142	45,038	45,934	46,830	47,726	48,622	49,518	50,414	51,310	52,206	53,102		896
7					37,337	38,183	39,029	39,875	40,721	41,567	42,413	43,259	44,105	44,951	45,797	46,643	47,489	48,335	49,181	50,027	50,873	51,719	52,565	53,411	54,257		846
8					38,033	38,905	39,777	40,649	41,521	42,393	43,265	44,137	45,009	45,881	46,753	47,625	48,497	49,369	50,241	51,113	51,985	52,857	53,729	54,601	55,473		872
9														49,662	50,314	50,966	51,618	52,270	52,922	53,574	54,226	54,878	55,530	56,182	56,834	57,486	652
10														52,870	53,646	54,422	55,198	55,974	56,750	57,526	58,302	59,078	59,854	60,630	61,406	62,182	776
11														54,065	54,888	55,711	56,534	57,357	58,180	59,003	59,826	60,649	61,472	62,295	63,118	63,941	823

TABLE TWO
Full-Time and Part-Time Regular Night Differential Rates
Effective May 23, 2011

PS Grade	JJ	II	HH	GG	FF	EE	DD	CC	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
3	0.88	0.88	0.88	0.88	0.90	0.90	0.90	0.90	0.90	0.94	0.97	1.02	1.06	1.10	1.14	1.17	1.21	1.25	1.29	1.32	1.36	1.41	1.45	1.48	1.52	
4	0.89	0.89	0.89	0.89	0.95	0.95	0.95	0.95	0.95	1.00	1.03	1.07	1.11	1.14	1.18	1.21	1.25	1.29	1.32	1.36	1.41	1.44	1.48	1.51	1.55	
5					1.01	1.01	1.01	1.09	1.09	1.09	1.09	1.13	1.16	1.20	1.23	1.27	1.30	1.34	1.37	1.42	1.45	1.49	1.52	1.56	1.59	
6					1.08	1.08	1.08	1.15	1.15	1.15	1.15	1.18	1.22	1.25	1.28	1.31	1.35	1.39	1.42	1.46	1.49	1.52	1.55	1.59	1.62	
7					1.14	1.14	1.14	1.22	1.22	1.22	1.22	1.25	1.28	1.31	1.35	1.39	1.42	1.45	1.48	1.51	1.54	1.58	1.61	1.64	1.67	
8					1.16	1.16	1.16	1.25	1.25	1.25	1.25	1.28	1.31	1.35	1.39	1.42	1.45	1.49	1.52	1.55	1.58	1.61	1.65	1.68	1.71	
9														1.49	1.52	1.54	1.57	1.59	1.62	1.64	1.66	1.69	1.71	1.74	1.76	1.79
10														1.62	1.65	1.68	1.70	1.73	1.76	1.80	1.83	1.86	1.88	1.91	1.94	1.97
11														1.66	1.69	1.72	1.75	1.79	1.82	1.85	1.88	1.91	1.94	1.97	2.00	2.03

TABLE TWO
Part-Time Flexible Night Differential Rates
Effective May 23, 2011

PS Grade	JJ	II	HH	GG	FF	EE	DD	CC	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
3	0.92	0.92	0.92	0.92	0.93	0.93	0.93	0.93	0.93	0.97	1.02	1.06	1.10	1.13	1.17	1.21	1.25	1.29	1.33	1.37	1.42	1.45	1.49	1.53	1.57	
4	0.93	0.93	0.93	0.93	0.97	0.97	0.97	0.97	0.97	1.02	1.06	1.10	1.14	1.17	1.21	1.25	1.29	1.33	1.37	1.42	1.46	1.49	1.53	1.57	1.61	
5					1.05	1.05	1.05	1.13	1.13	1.13	1.13	1.17	1.20	1.24	1.27	1.31	1.34	1.39	1.43	1.46	1.50	1.53	1.57	1.60	1.64	
6					1.12	1.12	1.12	1.19	1.19	1.19	1.19	1.22	1.26	1.29	1.33	1.36	1.41	1.44	1.47	1.51	1.54	1.58	1.61	1.65	1.68	
7					1.19	1.19	1.19	1.26	1.26	1.26	1.26	1.29	1.33	1.36	1.40	1.43	1.47	1.50	1.53	1.57	1.60	1.63	1.66	1.70	1.73	
8					1.21	1.21	1.21	1.29	1.29	1.29	1.29	1.32	1.36	1.40	1.43	1.47	1.50	1.54	1.57	1.60	1.64	1.67	1.70	1.74	1.77	
9														1.56	1.58	1.61	1.63	1.66	1.68	1.71	1.73	1.76	1.79	1.82	1.84	1.87
10														1.67	1.70	1.73	1.76	1.80	1.83	1.86	1.89	1.92	1.95	1.98	2.01	2.04
11														1.71	1.74	1.77	1.82	1.85	1.88	1.91	1.94	1.98	2.01	2.04	2.07	2.10

TABLE THREE Postal Support Employee (PSE) Hourly Rates PAGE 1 OF 2						
PS Grade	3	4	5	6	7	8
Hourly Rates	12.00	12.38	13.74	14.60	15.52	15.85

TABLE THREE Postal Support Employee (PSE) Night Differential Rates PAGE 2 OF 2						
PS Grade	3	4	5	6	7	8
Hourly Rates	0.92	0.93	1.05	1.12	1.19	1.21

ARTICLE 10
LEAVE

Section 1. Funding

The Employer shall continue funding the leave program so as to continue the current leave earning level for the duration of this Agreement.

Section 2. Leave Regulations

A. The leave regulations in Subchapter 510 of the Employee and Labor Relations Manual, insofar as such regulations establish wages, hours and working conditions of employees covered by this Agreement, **other than PSEs,** shall remain in effect for the life of this Agreement.

B. Career employees will be given preference over non-career employees when scheduling annual leave. This preference will take into consideration that scheduling is done on a tour-by-tour basis and that employee skills are a determining factor in this decision.

(See Memos, pages 328-335)

(The preceding paragraph, Article 10.2B, applies to **PSEs**)

Section 3. Choice of Vacation Period

A. It is agreed to establish a nationwide program for vacation planning for employees in the regular work force with emphasis upon the choice vacation period(s) or variations thereof.

B. Care shall be exercised to assure that no employee is required to forfeit any part of such employee's annual leave.

C. The parties agree that the duration of the choice vacation period(s) in all postal installations shall be determined pursuant to local implementation procedures.

D. Annual leave shall be granted as follows:

1. Employees who earn 13 days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed ten (10), shall be at the option of the employee.

2. Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.

3. The subject of whether an employee may at the employee's option request two (2) selections during the choice period(s), in units of either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.

4. The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.

E. The vacation period shall start on the first day of the employee's basic work week. Exceptions may be granted by agreement among the employee, the Union representative and the Employer.

F. An employee who is called for jury duty during the employee's scheduled choice vacation period or who attends a National, State or Regional Convention (Assembly) during the choice vacation period is eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacation.

Section 4. Vacation Planning

The following general rules shall be observed in implementing the vacation planning program:

A. The Employer shall, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

B. The installation head shall meet with the representatives of the Union to review local service needs as soon after January 1 as practical. The installation head shall then:

1. Determine the amount of annual leave accrued to each employee's credit including that for the current year and the amount he/she expects to take in the current year.

2. Determine a final date for submission of applications for vacation period(s) of the employee's choice during the choice vacation period(s).

3. Provide official notice to each employee of the vacation schedule approved for each employee.

(See Memo, page 326)

C. A procedure in each office for submission of applications for annual leave for periods other than the choice period may be established pursuant to the implementation procedure above.

D. All advance commitments for granting annual leave must be honored except in serious emergency situations.

Section 5. Sick Leave

The Employer agrees to continue the administration of the present sick leave program which shall include the following specific items:

A. Credit employees with sick leave as earned.

B. Charge to annual leave or leave without pay (at employee's option) approved absence for which employee has insufficient sick leave.

C. Employee becoming ill while on annual leave may have leave charged to sick leave upon request.

D. For periods of absence of three (3) days or less, a supervisor may accept an employee's certification as reason for an absence.

(See Memos, pages 328 and 333)

Section 6. Minimum Charge for Leave

The minimum unit charged for sick leave and annual leave for regular work force employees as defined in Article 7, Section 1.A, is one hundredth of an hour (.01 hour).

Employees may utilize annual and sick leave in conjunction with leave without pay, subject to the approval of the leave in accordance with normal leave approval procedures. The

Employer is not obligated to approve such leave for the last hour of the employee's scheduled workday prior to and/or the first hour of the employee's scheduled workday after a holiday.

(See Memos, pages 328-335)

(Additional leave provisions regarding **PSEs** can be found in Appendix A.)

ARTICLE 11
HOLIDAYS

Section 1. Holidays Observed

The following ten (10) days shall be considered holidays for full-time and part-time regular scheduled employees hereinafter referred to in this Article as "employees":

New Year's Day
Martin Luther King, Jr.'s Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Section 2. Eligibility

To be eligible for holiday pay, an employee must be in a pay status the last hour of the employee's scheduled workday prior to or the first hour of the employee's scheduled workday after the holiday.

Section 3. Payment

A. An employee shall receive holiday pay at the employee's base hourly straight time rate for a number of hours equal to the employee's regular daily working schedule, not to exceed eight (8) hours. Effective February 2, 2002, employees who work their holiday, at their option, may elect to have their annual leave balance credited with eight (8) hours of annual leave in lieu of holiday leave pay.

B. Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on the employee's holiday.

Section 4. Holiday Work

A. An employee required to work on a holiday other than Christmas shall be paid the base hourly straight time rate for each hour worked up to eight (8) hours. Effective February 2, 2002, employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive holiday pay to which the employee is entitled as above described.

B. An employee required to work on Christmas shall be paid one and one-half (1½) times the base hourly straight time rate for each hour worked. Effective February 2, 2002, employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive holiday pay to which the employee is entitled as above described.

C. Deferred holiday leave credited in accordance with Section 4.A or 4.B, above, will be subject to all applicable rules for requesting and scheduling annual leave and shall be combined with annual leave and counted as annual leave for purposes of annual leave carryover.

Section 5. Holiday on Non-Work Day

A. When a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

B. When an employee's scheduled non-work day falls on a day observed as a holiday, the employee's scheduled workday preceding the holiday shall be designated as that employee's holiday.

Section 6. Holiday Schedule

A. The Employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls.

(See Memo, page 326)

B. As many full-time and part-time regular schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday. Such employees will not be required to work on a holiday or day designated as their holiday unless all **PSEs** and part-time flexibles **(in Level 20 and below post offices)** are utilized to the maximum extent possible even if the payment of overtime is required, and unless all full-time and part-time regulars with the needed skills who wish to work on the holiday have been afforded an opportunity to do so.

C. An employee scheduled to work on a holiday who does not work shall not receive holiday pay, unless such absence is based on an extreme emergency situation and is excused by the Employer.

D. Postal Support Employees

PSEs will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or non-volunteers being scheduled to work a nonscheduled day or any full-time non-volunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the Local Memorandum of Understanding will apply.

Section 7. Holiday Part-Time Employee

A part-time flexible schedule employee shall not receive holiday pay as such. The employee shall be compensated for the ten (10) holidays by basing the employee's regular straight time hourly rate on the employee's annual rate divided by 2,000 hours. For work performed on December 25 a part-time flexible schedule employee shall be paid in addition to the employee's regular straight time hourly rate, one-half (1/2) times the employee's regular straight time hourly rate for each hour worked up to eight (8) hours.

ARTICLE 12
PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

Section 1. Probationary Period

A. The probationary period for a new employee shall be ninety (90) calendar days. The Employer shall have the right to separate from its employ any probationary employee at any time during the probationary period and these probationary employees shall not be permitted access to the grievance procedure in relation thereto. If the Employer intends to

separate an employee during the probationary period for scheme failure, the employee shall be given at least seven (7) days advance notice of such intent to separate the employee. If the employee qualifies on the scheme within the notice period, the employee will not be separated for prior scheme failure.

B. The parties recognize that the failure of the Employer to discover a falsification by an employee in the employment application prior to the expiration of the probationary period shall not bar the use of such falsification as a reason for discharge.

C. When an employee completes the probationary period, seniority will be computed in accordance with this Agreement as of the initial day of full-time or part-time employment.

D. When an employee who is separated from the Postal Service for any reason is rehired, the employee shall serve a new probationary period. If the separation was due to disability, the employee's seniority shall be established in accordance with Section 2, if applicable.

Section 2. Principles of Seniority

A. Except as specifically provided in this Article, the principles of seniority are established in the craft Articles of this Agreement.

B. An employee who left the bargaining unit on or after November 20, 1994, and returns to the same craft and installation:

1. will begin a new period of seniority if the employee returns from a position outside the Postal Service; or

2. will begin a new period of seniority if the employee returns from a non-bargaining unit position within

the Postal Service, unless the employee returns within 1 year from the date the employee left the unit.

C. An employee who left the bargaining unit before July 21, 1973, and returns to the same craft shall have seniority as specified in the 1971-1973 National Agreement.

D. An employee who left the bargaining unit during the period from July 21, 1973, to November 19, 1994, and returns to the same craft has seniority as provided in the 1990-1994 National Agreement.

E. Except as provided in the Motor Vehicle craft, an employee who left the craft and/or installation and returns to the same craft and/or installation will begin a new period of seniority unless the employee returns within 1 year from the date the employee left the craft and/or installation.

F. The seniority for employees returning, within one year, under B.2. above shall be established after reassignment as the seniority the employee had when he/she left minus seniority credit for service outside the bargaining unit, craft and/or installation.

Section 3. Principles of Posting

A. To insure a more efficient and stable work force, an employee may be designated a successful bidder no more than five (5) times during the duration of this Agreement unless such bid:

1. is to a job in a higher wage level;

2. is to a duty assignment which does not require a deferment period or additional off-site training;

3. is due to elimination or reposting of the employee's duty assignment; or

4. enables an employee to become assigned to a station closer to the employee's place of residence.

B. Specific provisions for posting for each craft are contained in the craft posting provisions of this Agreement.

Section 4. Principles of Reassignments

A. A primary principle in effecting reassignments will be that dislocation and inconvenience to employees in the regular work force shall be kept to a minimum, consistent with the needs of the service. Reassignments will be made in accordance with this Section and the provisions of Section 5 below.

B. When a major relocation of employees is planned in major metropolitan areas or due to the implementation of national postal mail networks, the Employer will apply this Article in the development of the relocation and reassignment plan. At least 90 days in advance of implementation of such plan, the Employer will meet with the Union at the national level to fully advise the Union how it intends to implement the plan. If the Union believes such plan violates the National Agreement, the matter may be grieved.

Such plan shall include a meeting at the regional level in advance (as much as six months whenever possible) of the reassignments anticipated. The Employer will advise the Union based on the best estimates available at the time of the anticipated impact; the numbers of employees affected by craft; the locations to which they will be reassigned; and, in the case of a new installation, the anticipated complement by tour and craft. The Union at the regional level will be periodically updated by the Employer should any of the information change due to more current data being available.

(See Memo, page 411)

C. When employees are excessed out of their **craft or** installation, the Union at the regional level **shall be provided with** a comparative work hour report of the losing **craft or** installation **forty-five (45)** days, **if possible,** after the excessing of such employees.

If a review of the report does not substantiate that business conditions warranted the action taken, such employees shall have their retreat rights activated. If the retreat right is denied, the employees have the right to the grievance-arbitration procedure.

D. In order to minimize the impact on employees in the regular work force, the Employer agrees to separate, to the extent possible, **PSEs** working in the affected craft and installation prior to excessing any regular employee in that craft out of the installation. The junior full-time employee who is being excessed has the option of reverting to part-time flexible status in his/her craft, or of being reassigned to the gaining installation.

Section 5. Reassignments

A. Basic Principles and Reassignments

When it is proposed to:

1. Discontinue an independent installation;
2. Consolidate an independent installation (i.e., discontinue the independent identity of an installation by making it part of another and continuing independent installation);
3. Transfer a classified station or classified branch to the jurisdiction of another installation or make an independent installation;

4. Reassign within an installation employees excess to the needs of a section of that installation;

5. Reduce the number of regular work force employees of an installation other than by attrition;

6. Centralized mail processing and/or delivery installation (Clerk Craft only);

7. Reassignment—motor vehicles;

8. Reassignment—part-time flexibles in excess of quota; such actions shall be subject to the following principles and requirements.

B. Principles and Requirements

1. Dislocation and inconvenience to full-time and part-time flexible employees shall be kept to the minimum consistent with the needs of the service.

   When the reassignment of employee(s) represented by the APWU is to withheld vacancies outside of the employee's present installation, the date on which the reassignment will occur will be the same for all impacted employees within the same Postal Area in which the excessing is occurring. Excessing of APWU employees within the same Postal Area cannot occur more than once in any three (3) calendar month period, except by mutual agreement of the parties.

2. The Vice-President, Area Operations shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned. **Management shall identify duty assignments within the appropriate**

radius held by PSEs which shall be made available for the reassignment of excess career employees. When positions are withheld, local management will periodically review the continuing need for withholding such positions and discuss with the union the results of such review.

3. The Union shall be notified in advance (as much as six (6) months whenever possible), such notification to be at the regional level, except under A.4 above, which shall be at the local level.

4. **Following Regional notification, the parties will meet at the Regional/Area level to discuss the excessing event. At this meeting, the Employer will provide a listing of the residual vacancies for the excessing event.**

   If the radius of the event exceeds 50 miles, the parties will agree on a timeframe for the offering and awarding of the residual vacancies. This agreed-upon process is to provide the impacted employee(s) at least 60 days written notice of the awarded duty assignment prior to the reporting date, unless the parties agree to a lesser period.

   If the radius is within 50 miles, the parties will agree on a timeframe for the offering and awarding of residual vacancies. This agreed-upon process is to provide the impacted employee(s) at least 30 days written notice of the awarded duty assignment prior to the reporting date, unless the parties agree to a lesser period.

5. Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement for movement of household goods as appropriate if legally payable will be governed by the **applicable USPS Handbooks and Manuals.**

6. Any employee volunteering to accept reassignment to another craft or occupational group, another branch of the Postal Service, or another installation shall start a new period of seniority beginning with such assignment, except as provided herein.

7. Whenever changes in mail handling patterns are undertaken in an area including one or more postal installations with resultant successive reassignments of clerks from those installations to one or more central installations, the reassignment of clerks shall be treated as details for the first 180 days in order to prevent inequities in the seniority lists at the gaining installations. The 180 days is computed from the date of the first detail of a clerk to the central, consolidated or new installation in that specific planning program. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous service in the regular work force in the same craft.

8. Whenever in this Agreement provision is made for reassignments, it is understood that any full-time or part-time flexible employee reassigned must meet the qualification requirements of the position to which reassigned.

9. Whenever the provisions of the Section establishing seniority are inconsistent with the provisions of the Craft Articles of this Agreement, the provisions of the Craft Articles shall prevail.

10. It is understood that any employee entitled hereunder to a specific placement may exercise such entitlement only if no other employee has a superior claim hereunder to the same position.

11. Surplus/excess U.S. Postal Service Employees—Surplus/excess U.S. Postal Service employees from non-mail processing and non-mail delivery installations, regional offices, the U.S. Postal Service Headquarters or from other Federal departments or agencies shall be placed at the foot of the part-time flexible roll and begin a new period of seniority effective the date of reassignment. Except as provided in Article 12.2, surplus/excess U.S. Postal Service employees from an APWU bargaining unit in any such facility shall begin a new period of seniority but will retain their full-time or part-time status.

C. Special Provisions on Reassignments

In addition to the general principles and requirements above specified, the following specific provisions are applicable:

1. Discontinuance of an Independent Installation

a. When an independent installation is discontinued, all full-time and part-time flexible employees shall, to the maximum extent possible, be involuntarily reassigned to continuing postal positions in accordance with the following:

b. Involuntary reassignment of full-time employees with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the Union, it is determined that it is necessary. The Postal Service will designate such installations for the reassignment of excess full-time employees. When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.

c. Involuntary reassignment of full-time employees for whom consultation did not provide for placement under C.1.b above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments under (1) and (2) below, whichever is lesser:

   (1) One day junior to the seniority of the junior full-time employee in the same level and craft or occupation in the installation to which assigned, or

   (2) The seniority the employee had in the craft from which reassigned.

d. Involuntary reassignment of part-time flexible employees with seniority in any vacancy in the part-time flexible quota in the same craft or occupational group at any installation within

100 miles of the discontinued installation, or in more distant installations, if after consultation with the Union it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of the part-time flexible employees.

e. Involuntary reassignment of part-time flexible employees for whom consultation did not provide for placement under C.1.d above in other crafts or occupational groups in which they meet minimum qualification at the same or lower level at the foot of the existing part-time flexible roster at the receiving installation and begin a new period of seniority.

f. Full-time employees for whom no full-time vacancies are available by the time the installation is discontinued shall be changed to part-time flexible employees in the same craft and placed as such, but shall for six months retain placement rights to full-time vacancies developing within that time within any installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the Union it is necessary, U.S. Postal Service will designate such installations for the reassignment of excess full-time employees on the same basis as if they had remained full-time.

g. Employees, full-time or part-time flexible, involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first

vacancy in the reestablished installation in the level, craft or occupational group from which reassigned.

(See Memo, page 342)

2. Consolidation of an Independent Installation

a. When an independent postal installation is consolidated with another postal installation, each full-time or part-time flexible employee shall be involuntarily reassigned to the continuing installation without loss of seniority in the employee's craft or occupational group.

b. Where reassignments under 2.a, preceding, result in an excess of employees in any craft or occupational group in the continuing installation, identification and placement of excess employees shall be accomplished by the continuing installation in accordance with the provisions of this Agreement covering such situations.

c. If the consolidated installation again becomes an independent installation, each full-time and part-time flexible employee whose reassignment was necessitated by the previous consolidation shall be entitled to the first vacancy in the reestablished installation in the level and craft or occupational group held at the time the installation was discontinued.

3. Transfer of a Classified Station or Classified Branch to the Jurisdiction of Another Installation or Made an Independent Installation

a. When a classified station or classified branch is transferred to the jurisdiction of another

installation or made an independent installation, all full-time employees shall at their option remain with the classified station or classified branch without loss of seniority, or remain with the installation from which the classified station or classified branch is being transferred.

b. A realistic appraisal shall be made of the number of employees by crafts or occupations who will be needed in the station after transfer, and potential vacancies within these requirements created by the unwillingness of employees to follow the station to the new jurisdiction shall be posted for bid on an office-wide basis in the losing installation.

c. If the postings provided in paragraph 3.b, preceding, do not result in sufficient employees to staff the transferred classified station or classified branch, junior employees, by craft or occupational group on an installation-wide seniority basis in the losing installation, shall be involuntarily reassigned to the classified station or classified branch and each employee thus involuntarily reassigned shall be entitled to the first vacancy in such employee's level and craft or occupational group in the installation from which transferred.

4. Reassignment Within an Installation of Employees Excess to the Needs of a Section

a. The identification of assignments comprising for this purpose a section shall be determined locally by local negotiations. If no sections are

established immediately by local negotiations, the entire installation shall comprise the section.

b. Full-time employees, excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft or occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. Their preference is to be considered if more than one such assignment is available.

c. Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy in the salary level after employees in the section have completed bidding. Such bidding in the section is limited to employees in the same salary level as the vacancy. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. Failure to exercise the option does not terminate the retreat rights in the salary level in which the employee was reassigned away from the section. In the Clerk Craft, an employee may exercise the option to retreat to a vacancy in a lower salary level only to an assignment for

which the employee would have been otherwise eligible to bid.

d. The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid of the full-time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy.

5. Reduction in the Number of Employees in an Installation Other Than by Attrition

a. Reassignments within installation. When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition, that installation:

(1) Shall determine by craft and occupational group the number of excess employees;

(2) Shall, to the extent possible, minimize the impact on regular work force employees by separation of all **PSEs**;

(3) Shall, to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours;

(4) Shall identify as excess the necessary number of junior full-time employees in the salary level, craft, and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time employees who meet the minimum qualifications for vacant assignments in

other crafts in the same installation; involuntarily reassign them (except as provided for letter carriers and vehicle service employees in Section C.5.b below) in the same or lower level.

(5) The employee shall be returned at the first opportunity to the craft from which reassigned. **If an employee is reassigned to an APWU represented craft, when the installation notifies the employee in writing that he or she will be returned to the craft from which reassigned, and before the employee is returned, the employee may waive return to the former craft by written notification to the installation head or designee within five (5) calendar days of the notification.**

(6) When returned, the employee retains seniority previously attained in the craft augmented by intervening employment in the other craft.

(7) The right of election by a senior employee provided in paragraph b(3), below is not available for this cross-craft reassignment within the installation **except for reassignments solely between APWU represented crafts. A senior volunteer as provided in paragraph b(3) below shall be allowed between APWU represented crafts. Seniority for employees is established in the respective gaining craft article.**

b. Reassignments to other installations after making reassignments within the installation:

(1) Involuntarily reassign such excess full-time employees starting with the junior with their seniority for duty assignments to vacancies in the same or lower level in the APWU crafts in installations within 100 miles of the losing installation, or in more distant installations if after consultation with the Union it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of excess full-time employees. Employees who meet the minimum qualifications will be afforded their option of available vacancies by seniority. However:

(a) Whenever full-time or part-time motor vehicle craft assignments are discontinued in an installation and there is an excess in a position designation and salary level, the excess shall be adjusted to the maximum extent possible by making voluntary reassignments to vacant motor vehicle craft positions in installations within 100 miles unless the employee applies for a vacancy in a more distant installation. Senior qualified applicants for such vacant positions shall be reassigned. When reassignment is in the same

designation and salary level, the reassigned employee retains his/her seniority.

(2) Involuntarily reassign full-time employees for whom consultation did not provide for placement under b(1) above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level.

(See Memos, pages 336 and 338)

(3) Any senior employee in the same craft or occupational group in the same installation may elect to be reassigned to the gaining **craft/**installation. **Seniority for employees is established in the respective gaining craft article.** Such senior employees who accept reassignment to the gaining installation do not have retreat rights.

(4) When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.

(5) **In the Clerk Craft, in offices Level 20 and below, a full-time employee shall have the option of changing to a part-time flexible in lieu of involuntary reassignment.**

(6) Employees involuntarily reassigned under b(1) and (2) above, other than senior employees who elect to be reassigned in

place of junior employees, shall be entitled at the time of such reassignment to file a written request to be returned to the first vacancy in the level, in the craft or occupational group in the installation from which reassigned, and such request shall be honored so long as the employee does not withdraw it or decline to accept an opportunity to return in accordance with such request.

In the Clerk Craft, an employee(s) involuntarily reassigned shall be entitled at the time of such reassignment to file a written request to return to the first vacancy in the craft and installation from which reassigned. Such request for retreat rights must indicate whether the employee(s) desires to retreat to the same, lower, and/or higher salary level assignment and, if so, what salary level(s). The employee(s) shall have the right to bid for vacancies within the former installation and the written request for retreat rights shall serve as a bid for all vacancies in the level from which the employee was reassigned and for all residual vacancies in other levels for which the employee has expressed a desire to retreat. The employee(s) may retreat to only those assignments for which the employee(s) would have been otherwise eligible to bid. If vacancies are available in a specified lower, higher or same salary level, the employee will be given the option. Failure to exercise

retreat rights to the first available vacancy terminates such rights. Furthermore, employee(s) electing to retreat to a lower level assignment are not entitled to salary protection.

(See Memos, pages 337, 338, 342, and 411)

6. Centralized Mail, Processing and/or Delivery Installation (Clerk Craft Only)

a. When the operations at a centralized installation or other mail processing and/or delivery installation result in an excess of full-time clerks at another installation(s), full-time clerks who are excess in a losing installation(s) by reason of the change, shall be reassigned as provided in Section C.5.b. Reassignments of clerks shall be treated as details for the first 180 days to avoid inequities in the selection of preferred duty assignments by full-time clerks in the gaining installation.

b. Previously established preferred duty assignments which become vacant before expiration of the detail period must be posted for bid and awarded to eligible full-time clerks then permanently assigned in the gaining installation. Excess part-time flexible clerks may be reassigned as provided for in Section C.8.

c. All new duty assignments created in the gaining installation and all other vacant duty assignments in the centralized installation shall be posted for bid. One hundred eighty (180) days is computed from the date of the first detail of an employee. Bidding shall be

open to all full-time clerks of the craft involved at the gaining installation. This includes full-time clerks assigned to the gaining installation.

d. When the centralized installation is a new one:

(1) Full-time clerks who apply for reassignment from the losing installation, shall be reassigned with their seniority.

(2) Reassignments shall be in the order of seniority and shall not exceed the number of excess full-time clerks in the losing installation.

(3) The provisions of 5.a, above, apply to reassign junior full-time excess clerks, with their seniority, when there are excess full-time clerks after the reassignment of senior full-time clerks who apply for reassignment.

7. Reassignments — Motor Vehicle

a. When a vehicle maintenance facility is established to replace an auxiliary garage, full-time craft positions in the gaining installation are to be posted in the losing installation for applications by full-time employees, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.

b. When a vehicle maintenance facility is established to replace vehicle maintenance in a perimeter office, full-time craft positions in the new maintenance facility shall be posted in the losing installation for applications by full-

time employees, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.

c. When vehicle operations are changed by transfer from one installation to another, new full-time craft positions shall be posted for applications in the losing installation by full-time employees in the craft, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.

d. After all reassignments have been made to the gaining installation, pursuant to Subsections a, b and c, the new full-time assignments in the gaining installation shall be posted for bid.

e. If, after establishment of a new installation, operations result in further excess at losing installation(s), the procedures in Subsections a, b, c and d, above, apply to reassign senior applicants from the losing installation(s) to positions in the new installation.

8. Reassignment — Part-Time Flexible Employees in Excess of Quota

Where there are part-time flexible employees in excess of the part-time flexible quota for the craft for whom work is not available, part-time flexibles lowest on the part-time flexible roll equal in number to such excess may at their option be reassigned to the foot of the part-time flexible roll in the same or another craft in another installation.

a. An excess employee reassigned to another craft in the same or another installation shall be assigned to the foot of the part-time flexible roll and begin a new period of seniority.

b. An excess part-time flexible employee reassigned to the same craft in another installation shall be placed at the foot of the part-time flexible roll. Upon change to full-time from the top of the part-time flexible roll, the employee's seniority for preferred assignments shall include the seniority the employee had in losing installation augmented by part-time flexible service in the gaining installation.

c. A senior part-time flexible in the same craft or occupational group in the same installation may elect to be reassigned in another installation in the same or another craft and take the seniority, if any, of the senior excess part-time flexible being reassigned, as set forth in a and b, above.

d. The Postal Service will designate, after consultation with the Union, vacancies at installations in which excess part-time flexibles may request to be reassigned beginning with vacancies in other crafts in the same installation; then vacancies in the same craft in other installations; and finally vacancies in other crafts in other installations making the designations to minimize relocation hardships to the extent practicable.

e. Part-time flexibles reassigned to another craft in the same installation shall be returned to the first part-time flexible vacancy within the craft and level from which reassigned.

f. Part-time flexibles reassigned to other installations have retreat rights to the next such vacancy according to their standing on the part-time flexible roll in the losing installation but such retreat right does not extend to part-time flexibles who elect to request reassignment in place of the junior part-time flexibles.

g. The right to return is dependent upon a written request made at the time of reassignment from the losing installation and such request shall be honored unless it is withdrawn or an opportunity to return is declined.

D. Part-Time Regular Employees

Part-time regular employees assigned in the craft units shall be considered to be in a separate category. All provisions of this Section apply to part-time regular employees within their own category.

Section 6. Transfers

A. Installation heads will consider requests for transfers submitted by employees from other installations.

B. Providing a written request for a voluntary transfer has been submitted, a written acknowledgment shall be given in a timely manner.

(See Memos, pages 338 and 422)

ARTICLE 13
ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES

Section 1. Introduction

A. Part-time fixed schedule employees assigned in the craft unit shall be considered to be in a separate category. All provisions of this Article apply to part-time fixed schedule employees within their own category.

B. The U.S. Postal Service and the Union recognizing their responsibility to aid and assist deserving full-time regular or part-time flexible employees who through illness or injury are unable to perform their regularly assigned duties, agree to the following provisions and conditions for reassignment to temporary or permanent light duty or other assignments. It will be the responsibility of each installation head to implement the provisions of this Agreement within the installation, after local negotiations.

Section 2. Employee's Request for Reassignment

A. Temporary Reassignment

Any full-time regular or part-time flexible employee recuperating from a serious illness or injury and temporarily unable to perform the assigned duties may voluntarily submit a written request to the installation head for temporary assignment to a light duty or other assignment. The request shall be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor stating, when possible, the anticipated duration of the convalescence period. Such employee agrees to submit to a further examination by a Public Health Service doctor or physician designated by the installation head, if that official so requests.

B. Permanent Reassignment

1. Any ill or injured full-time regular or part-time flexible employee having a minimum of five years of postal service, or any full-time regular or part-time flexible employee who sustained injury on duty, regardless of years of service, while performing the assigned duties can submit a voluntary request for permanent reassignment to light duty or other assignment to the installation head if the employee is permanently unable to perform all or part of the assigned duties. The request shall be accompanied by a medical certificate from the United States Public Health Service or a physician designated by the installation head giving full evidence of the physical condition of the employee, the need for reassignment, and the ability of the employee to perform other duties. A certificate from the employee's personal physician will not be acceptable.

2. The following procedures are the exclusive procedures for resolving a disagreement between the employee's physician and the physician designated by the USPS concerning the medical condition of an employee who has requested a permanent light duty assignment. These procedures shall not apply to cases where the employee's medical condition arose out of an occupational illness or injury. On request of the Union, a third physician will be selected from a list of five Board Certified Specialists in the medical field for the condition in question, the list to be supplied by the local Medical Society. The physician will be selected by the alternate striking of names from the list by the Union and the Employer. The Employer will supply the selected physician with all relevant

facts including job description and occupational physical requirements. The decision of the third physician will be final as to the employee's medical condition and occupational limitations, if any. Any other issues relating to the employee's entitlement to a light duty assignment shall be resolved through the grievance-arbitration procedure. The costs of the services of the third physician shall be shared by the Union and the Employer.

C. Installation heads shall show the greatest consideration for full-time regular or part-time flexible employees requiring light duty or other assignments, giving each request careful attention, and reassign such employees to the extent possible in the employee's office. When a request is refused, the installation head shall notify the concerned employee in writing, stating the reasons for the inability to reassign the employee.

Section 3. Local Implementation

Due to varied size installations and conditions within installations, the following important items having a direct bearing on these reassignment procedures (establishment of light duty assignments) should be determined by local negotiations.

A. Through local negotiations, each office will establish the assignments that are to be considered light duty within each craft represented in the office. These negotiations should explore ways and means to make adjustments in normal assignments, to convert them to light duty assignments without seriously affecting the production of the assignment.

B. Light duty assignments may be established from part-time hours, to consist of 8 hours or less in a service day and 40 hours or less in a service week. The establishment of such assignment does not guarantee any hours to a part-time flexible employee.

C. Number of Light Duty Assignments. The number of assignments within each craft that may be reserved for temporary or permanent light duty assignments, consistent with good business practices, shall be determined by past experience as to the number of reassignments that can be expected during each year, and the method used in reserving these assignments to insure that no assigned full-time regular employee will be adversely affected, will be defined through local negotiations. The light duty employee's tour hours, work location and basic work week shall be those of the light duty assignment and the needs of the service, whether or not the same as for the employee's previous duty assignment.

Section 4. General Policy Procedures

A. Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group, even if such assignment reduces the number of hours of work for the **PSEs**. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.

B. The full-time regular or part-time flexible employee must be able to meet the qualifications of the position to which the employee is reassigned on a permanent basis. On a temporary reassignment, qualifications can be modified provided excessive hours are not used in the operation.

C. The reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible preference over other part-time flexible employees.

D. The reassignment of a full-time regular or part-time flexible employee under the provisions of this Article to an agreed-upon light duty temporary or permanent or other

assignment within the office, such as type of assignment, area of assignment, hours of duty, etc., will be the decision of the installation head who will be guided by the examining physician's report, employee's ability to reach the place of employment and ability to perform the duties involved.

E. An additional full-time regular position can be authorized within the craft or occupational group to which the employee is being reassigned, if the additional position can be established out of the part-time hours being used in that operation without increasing the overall hour usage. If this cannot be accomplished, then consideration will be given to reassignment to an existing vacancy.

F. The installation head shall review each light duty reassignment at least once each year, or at any time the installation head has reason to believe the incumbent is able to perform satisfactorily in other than the light duty assignment the employee occupies. This review is to determine the need for continuation of the employee in the light duty assignment. Such employee may be requested to submit to a medical review by the United States Public Health Service or by a physician designated by the installation head if the installation head believes such examination to be necessary.

G. The following procedures are the exclusive procedures for resolving a disagreement between the employee's physician and the physician designated by the USPS concerning the medical condition of an employee who is on a light duty assignment. These procedures shall not apply to cases where the employee's medical condition arose out of an occupational illness or injury. On request of the Union, a third physician will be selected from a list of five Board Certified Specialists in the medical field for the condition in question, the list to be supplied by the local Medical Society. The physician will be selected by the alternate striking of names from the list by the Union and the Employer. The Employer will supply the

selected physician with all relevant facts including job description and occupational physical requirements. The decision of the third physician will be final as to the employee's medical condition and occupational limitations, if any. Any other issues relating to the employee's entitlement to a light duty assignment shall be resolved through the grievance-arbitration procedure. The costs of the services of the third physician shall be shared by the Union and the Employer.

H. When a full-time regular employee in a temporary light duty assignment is declared recovered on medical review, the employee shall be returned to the employee's former duty assignment, if it has not been discontinued. If such former regular assignment has been discontinued the employee becomes an unassigned full-time regular employee.

I. If a full-time regular employee is reassigned in another craft for permanent light duty and later is declared recovered, on medical review, the employee shall be returned to the first available full-time regular vacancy in complement in the employee's former craft. Pending return to such former craft, the employee shall be an unassigned full-time regular employee. The employee's seniority shall be restored to include service in the light duty assignment.

J. When a full-time regular employee who has been awarded a permanent light duty assignment within the employee's own craft is declared recovered, on medical review, the employee shall become an unassigned full-time regular employee.

K. When a part-time flexible on temporary light duty is declared recovered, the employee's detail to light duty shall be terminated.

L. When a part-time flexible who has been reassigned in another craft on permanent light duty is declared recovered, such assignment to light duty shall be terminated. Section 4.I,

above, does not apply even though the employee has advanced to full-time regular while on light duty.

M. Management will give the local union president advance written notification when it is proposed to reassign an ill or injured light or limited duty employee to a cross-craft assignment into an APWU represented craft.

Section 5. Filling Vacancies Due to Reassignment of an Employee to Another Craft

When it is necessary to permanently reassign an ill or injured full-time regular or part-time flexible employee who is unable to perform the regularly assigned duties, from one craft to another craft within the office, the following procedures will be followed:

A. When the reassigned employee is a full-time regular employee, the resulting full-time regular vacancy in the complement, not necessarily in the particular duty assignment of the losing craft from which the employee is being reassigned, shall be posted to give the senior of the full-time regular employees in the gaining craft the opportunity to be reassigned to the vacancy, if desired.

B. If no full-time regular employee accepts the opportunity to be assigned to the vacancy in the complement, not necessarily in the particular duty assignment in the other craft, the senior of the part-time flexibles on the opposite roll who wishes to accept the vacancy shall be assigned to the full-time regular vacancy in the complement of the craft of the reassigned employee.

C. When the reassigned employee is a part-time flexible, the resulting vacancy in the losing craft shall be posted to give the senior of the full-time regular or part-time flexible employees in the gaining craft the opportunity to be assigned to the part-time flexible vacancy, if desired, to begin a new period of seniority at the foot of the part-time flexible roll.

D. The rule in A and B, above, applies when a full-time regular employee on permanent light duty is declared recovered and is returned to the employee's former craft, to give the senior of the full-time regular or part-time flexible employees in the gaining craft the opportunity, if desired, to be assigned in the resulting full-time regular vacancy in the complement, not necessarily in the particular duty assignment of the losing craft.

Section 6. Seniority of an Employee Assigned to Another Craft

A. Except as provided for in Section 4.I, above, a full-time regular employee assigned to another craft or occupational group in the same or lower level in the same installation shall take the seniority for preferred tours and assignments, whichever is the lesser of (a) one day junior to the junior full-time regular employee in the craft or occupational group, (b) retain the seniority the employee had in the employee's former craft.

B. A part-time flexible employee who is permanently assigned to a full-time regular or part-time flexible assignment in another craft, under the provisions of this Article, shall begin a new period of seniority. If assigned as a part-time flexible, it shall be at the foot of the part-time flexible roll.

ARTICLE 14
SAFETY AND HEALTH

Section 1. Responsibilities

It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility. The Employer will meet with the Union on a semiannual basis and inform the Union of its automated systems development programs. The

Employer also agrees to give appropriate consideration to human factors in the design and development of automated systems. Human factors and ergonomics of new automated systems are a proper subject for discussion at the National Joint Labor-Management Safety Committee.

(See Memo, page 347)

Section 2. Cooperation

The Employer and the Union insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions. Mechanization, vehicles and vehicle equipment, and the work place must be maintained in a safe and sanitary condition, including adequate occupational health and environmental conditions. The Employer shall make available at each installation the appropriate forms to be used by employees in reporting unsafe and unhealthful conditions. If an employee believes he/she is being required to work under unsafe conditions, such employees may:

(a) notify such employee's supervisor who will immediately investigate the condition and take corrective action if necessary;

(b) notify such employee's steward, if available, who may discuss the alleged unsafe condition with such employee's supervisor;

(c) file a grievance at Step 2 of the grievance procedure within fourteen (14) days of notifying such employee's supervisor if no corrective action is taken during the employee's tour, and/or

(d) make a written report to the Union representative from the local Safety and Health Committee who may discuss the report with such employee's supervisor.

Upon written request of the employee involved in an accident, a copy of the PS Form 1769 (Accident Report) will be provided.

Any grievance filed in accordance with Section 2. (c) above which is not resolved at Step 2 may only be appealed to the local Safety and Health Committee for discussion and decision or may be appealed directly to arbitration within 21 days after receipt of the Employer's Step 2 decision. Any such appeal to the Safety and Health Committee must be made within fifteen (15) days after receipt of the Employer's Step 2 decision unless the parties agree to extend the time for appeal. The committee shall meet to discuss the grievance at the next regularly scheduled Safety and Health Committee meeting. Any grievance not resolved by the committee may be appealed directly to arbitration within 21 days of the committee's review. If appealed to the regularly scheduled local Safety and Health Committee, the parties representatives shall be prepared to present the issue to the committee with their assessment and resolution.

Any grievance which has as its subject a safety or health issue directly affecting an employee(s) which is subsequently properly appealed to arbitration in accordance with the provisions of Article 15 may be placed at the head of the appropriate arbitration docket at the request of the Union.

Section 3. Implementation

To assist in the positive implementation of the various programs:

A. There shall be established at the Employer's Headquarters level a Joint Labor-Management Safety Committee and a Joint Labor-Management Ergonomics Committee. Representation on the Committees, to be specifically determined by the Employer and the Union, shall include one person from the Union and representatives from

appropriate Departments in the Postal Service. Not later than 60 days following the effective date of this National Agreement, designated representatives of the Union and Management will meet for the purpose of developing a comprehensive agenda which will include all aspects of the Employer's Safety Program and Ergonomics Program. Subsequent to the development of this agenda, priorities will be established and a tentative schedule will be developed to insure full discussion of all topics. Meetings may also be requested by either party for the specific purpose of discussing additional topics of interest within the scope of the Committees.

The responsibility of the Safety and the Ergonomics Committees will be to evaluate and make recommendations on all aspects of the Employer's respective Safety and Ergonomics Programs, to include program adequacy, field implementation**,** studies for improving the work environment**,** training, and unsafe conditions. To support this process the Employer shall establish a fund of $500,000 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. The Fund shall be supervised by the Joint National Labor-Management Safety Committee. Disbursement of the funds for any expenditures shall be authorized by the chairperson of the Committee.

The Chairman will be designated by the Employer. The Employer shall furnish the Union information relating to injuries, illness and safety, including the morbidity and mortality experience of employees. This report shall be in form of reports furnished OSHA on a quarterly basis. The Headquarters level Committee will meet quarterly and the Employer and Union Representatives will exchange proposed agenda items two weeks before the scheduled meetings. If problems or items of significant, national nature arise between scheduled quarterly meetings either party may request a special meeting of the

Committee. Either party will have the right to be accompanied to any Committee meeting by technical advisors.

B. There shall be established at the Employer's Area level, an Area Joint Labor-Management Safety Committee, which will be scheduled to meet quarterly. The Employer and Union Representatives will exchange proposed agenda items two weeks before the scheduled meetings. If problems or items of a significant Area nature arise between scheduled quarterly meetings, either party may request a special meeting of the Committee. Either party will have the right to be accompanied to any Committee meeting by technical advisors. Representation on the Committee shall include one person from the Union and appropriate representatives from the Postal Service Area Office. The Chairman will be designated by the Employer.

C. The Employer will make Health Service available for the treatment of job related injury or illness where it determines they are needed. The Health Service will be available from any of the following sources: U.S. Public Health Service; other government or public medical sources within the area; independent or private medical facilities or services that can be contracted for; or in the event funds, spaces and personnel are available for such purposes, they may be staffed at the installation. The Employer will promulgate appropriate regulations which comply with applicable regulations of the Office of Workers' Compensation Programs, including employee choice of health services.

D. The Employer will comply with Section 19 of the Williams-Steiger Occupational Safety and Health Act.

Section 4. Local Safety Committee

At each postal installation having 50 or more employees, a Joint Labor-Management Safety and Health Committee will be established. In installations having fewer than 50 employees,

installation heads are encouraged to establish similar committees when requested by the Union. Where no Safety and Health Committee exists, safety and health items may be placed on the agenda and discussed at labor-management meetings. There shall be equal representation on the Committee between the Union and management. The representation on the Committee to be specifically determined by the Employer and the Union shall include one person from the Union, except in installations with two or more APWU crafts where up to two persons may be designated by the Union, and appropriate management representatives. The Chairman will be designated by the Employer.

It is recognized that under some circumstances, the presence of an additional employee employed at the installation will be useful to the local Safety and Health Committee because of that employee's special expertise or experience with the agenda item being discussed. Under these circumstances, which will not normally be applicable to most agenda items, the employee may, at the request of the Union, be in attendance only for the time necessary to discuss that item. Payment for the actual time spent at such meetings by the employee will be at the applicable straight-time rate, providing the time spent is a part of the employee's regular workday.

Section 5. Subjects for Discussion

Individual grievances may be made the subject of discussion during local Safety and Health Committee meetings, in accordance with Article 14, Section 2.

Section 6. Employee Participation

It is the intent of this program to insure broad exposure to employees, to develop interest by active participation of employees, to insure new ideas being presented to the Committee and to make certain that employees in all areas of

an installation have an opportunity to be represented. At the same time, it is recognized that for the program to be effective, it is desirable to provide for a continuity in the committee work from year to year. Therefore, except for the Chairman and Secretary, the Committee members shall serve three-year terms and shall at the discretion of the Union be eligible to succeed themselves.

Section 7. Local Committee Meetings

The Safety and Health Committee shall meet at least quarterly and at such other times as requested by a Committee member and approved by the Chairman in order to discuss significant problems or items. The meeting shall be on official time. Each Committee member shall submit agenda items to the Secretary at least three (3) days prior to the meeting. A member of the Health Unit will be invited to participate in the meeting of the Labor-Management Safety and Health Committee when agenda item(s) relate to the activities of the Health Unit.

Section 8. Local Committee Responsibilities

A. The Committee shall review the progress in accident prevention and health at the installation; determine program areas which should have increased emphasis; and it may investigate major accidents which result in disabling injuries. Items properly relating to employee safety and health shall be considered appropriate discussion items. Upon a timely request, information or records necessary for the local Safety and Health Committee to investigate real or potential safety and health issues will be made available to the Committee.

In addition, the Committee shall promote the cause of safety and health in the installation by:

1. Reviewing safety and health suggestions, safety training records and reports of unsafe conditions or practices.

2. Reviewing local safety and health rules.

3. Identifying employee unsafe work practices and assisting in enforcing safety work rules.

4. Reviewing updated list of hazardous materials used in the installation.

5. Identifying areas in which it is appropriate to require the presence of an additional person while maintenance work assignments are performed in hazardous areas to ensure adequate safety precautions.

   Once such work assignments are identified, the committee will develop an on-the-job safety review/analysis (Form 1783) to document that an additional person will be used to avoid or minimize identified hazards.

The Committee shall at its discretion render reports to the installation head and may at its discretion make recommendations to the installation head for action on matters concerning safety and health. The installation head shall within a reasonable period of time advise the Committee that the recommended action has been taken or advise the Headquarters Safety and Health Committee and the President of the local Union as to why it has not. Any member of the Committee may also submit a written report to the Headquarters Safety and Health Committee in the event the Committee's recommendations are not implemented.

Upon proper written request to the Chairman of the Committee, on-the-spot inspection of particular troublesome areas may be made by individual Committee members or a

Subcommittee or the Committee as a whole. Such request shall not be unreasonably denied. When so approved, the Committee members shall be on official time while making such inspection.

The Union representatives from the local Safety and Health Committee may participate on the annual inspection, conducted by District safety and health services personnel in the main facility of each Processing and Distribution Center, Facility and BMC, provided that the Union represents employees at the main facility of the Processing and Distribution Center, Facility or BMC being inspected. In no case shall there be more than one (1) Union representative on such inspections except in 200 man-year facilities where up to (2) union representatives may participate.

The Union representative from the local Safety and Health Committee may participate on other inspections of the main facility of each post office, Processing and Distribution Center, Facility, BMC, or other installation with 100 or more man years of employment in the regular work force, and of an individual station or branch where the station or branch has 100 or more man years of employment in the regular work force, provided that the Union represents employees at the main facility or station or branch and provided that the Union representative is domiciled at the main facility or station or branch to be inspected. If the Union representative to the local Safety and Health Committee is not domiciled at the main facility or station or branch to be inspected and if the Union represents employees at the main facility or station or branch, at the Union's option, a representative from the Committee may participate on the inspection (at no additional cost for the Employer) or the Union may designate a representative domiciled at the main facility or station or branch to be inspected to participate on the inspection. In no case shall there be more than one (1) Union representative on such inspections.

The Union representative from the local Safety and Health Committee may participate on the annual inspection of each installation with less than 100 man years of employment in the regular work force, where such Committee exists in the installation being inspected. In those installations that do not have a Safety and Health Committee, the inspector shall afford the opportunity for an APWU bargaining unit employee from that installation to accompany him/her during these inspections.

B. An appointed member of a local committee will receive an orientation by the Employer which will include:

1. Responsibilities of the Committee and its members.
2. Basic elements of the Safety and Health Program.
3. Identification of hazards and unsafe practices.
4. Explanation of reports and statistics reviewed and analyzed by the Committee.

C. Where an investigation board is appointed by a Vice-President, Area Operations or a District Manager, Customer Services to investigate a fatal or serious industrial non-criminal accident and/or injury, the Union at the installation will be advised promptly. When requested by the Union, a representative from the local Safety and Health Committee will be permitted to accompany the board in its investigation.

D. In installations where employees represented by the Union accept, handle and/or transport hazardous materials, the Employer will establish a program of promoting safety awareness through communications and/or training, as appropriate. Elements of such a program would include, but not be limited to:

1. Informational postings, pamphlets or articles in Postal and Area Bulletins.

2. Distribution of Publication 52 to employees whose duties require acceptance of and handling hazardous or perishable items.

3. On-the-job training of employees whose duties require the handling and/or transportation of hazardous or perishable items. This training will include, but is not limited to, hazard identification; proper handling of hazardous materials; personal protective equipment availability and its use; cleanup and disposal requirements for hazardous materials.

4. All mailbags containing any hazardous materials, as defined in Publication 52, will be appropriately identified so that the employee handling the mail is aware that the mailbag contains one or more hazardous material packages.

5. Personal protective equipment will be made available to employees who are exposed to spills and breakage of hazardous materials.

Section 9. Field Federal Safety and Health Councils

In those cities where Field Federal Safety and Health Councils exist, one representative of the Union who is on the Local Safety and Health Committee in an independent postal installation in that city and who serves as a member of such Councils, will be permitted to attend the meetings. Such employee will be excused from regularly assigned duties without loss of pay. Employer authorized payment as outlined above will be granted at the applicable straight time rate, provided the time spent in such meetings is a part of the employee's regular work day.

(See Memos, pages 346 and 347)

(The preceding Article, Article 14, shall apply to **PSEs**)

ARTICLE 15
GRIEVANCE-ARBITRATION PROCEDURE

Section 1. Definition

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.

Section 2. Grievance Procedure Steps

Step 1:

(a) Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. The employee, if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. The Union also may initiate a grievance at Step 1 within 14 days of the date the Union first became aware of (or reasonably should have become aware of) the facts giving rise to the grievance. In such case the participation of an individual grievant is not required. A Step 1 Union grievance may involve a complaint affecting more than one employee in the office. When the Union files a class action grievance, Management will designate the appropriate employer representative responsible for handling such complaint.

(b) In any such discussion the supervisor shall have authority to settle the grievance. The steward or other Union representative likewise shall have authority to settle or

withdraw the grievance in whole or in part. No resolution reached as a result of such discussion shall be a precedent for any purpose.

(c) If no resolution is reached as a result of such discussion, the supervisor shall render a decision orally stating the reasons for the decision. The supervisor's decision should be stated during the discussion, if possible, but in no event shall it be given to the Union representative (or the grievant, if no Union representative was requested) later than five (5) days thereafter unless the parties agree to extend the five (5) day period. Within five (5) days after the supervisor's decision, the supervisor shall, at the request of the Union representative, initial the standard grievance form that is used at Step 2 confirming the date upon which the decision was rendered.

(d) The Union shall be entitled to appeal an adverse decision to Step 2 of the grievance procedure within ten (10) days after receipt of the supervisor's decision. Such appeal shall be made by completing a standard grievance form developed by agreement of the parties, which shall include appropriate space for at least the following:

1. Detailed statement of facts;
2. Contentions of the grievant;
3. Particular contractual provisions involved; and
4. Remedy sought.

Step 2:

(a) The standard grievance form appealing to Step 2 shall be filed with the installation head or designee. In any associate post office of twenty (20) or less employees, the Employer shall designate an official outside of the installation as the Step 2 official, and shall so notify the Union Step 1 representative.

(b) Any grievance initiated at Step 2, pursuant to Article 2 or 14 of this Agreement must be filed within 14 days of the date on which the Union or the employee first learned or may reasonably have been expected to have learned of its cause.

(c) The installation head or designee will meet with the steward or a Union representative as expeditiously as possible, but no later than seven (7) days following receipt of the Step 2 appeal unless the parties agree upon a later date. In all grievances appealed from Step 1 or filed at Step 2, the grievant shall be represented in Step 2 for all purposes by a steward or a Union representative who shall have authority to settle or withdraw the grievance as a result of discussions or compromise in this Step. The installation head or designee in Step 2 also shall have authority to grant or settle the grievance in whole or in part.

(d) At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Article 31. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.

(e) Any settlement or withdrawal of a grievance in Step 2 shall be in writing or shall be noted on the standard grievance form, but shall not be a precedent for any purpose, unless the

parties specifically so agree or develop an agreement to dispose of future similar or related problems.

(f) Where agreement is not reached the Employer's decision shall be furnished to the Union representative in writing, within ten (10) days after the Step 2 meeting unless the parties agree to extend the ten (10) day period. The decision shall include a full statement of the Employer's understanding of (1) all relevant facts, (2) the contractual provisions involved, and (3) the detailed reasons for denial of the grievance.

(g) If the Union representative believes that the facts or contentions set forth in the decision are incomplete or inaccurate, such representative should, within ten (10) days of receipt of the Step 2 decision, transmit to the Employer's representative a written statement setting forth corrections or additions deemed necessary by the Union. Any such statement must be included in the file as part of the grievance record in the case. The filing of such corrections or additions shall not affect the time limits for appeal to Step 3 or arbitration.

(h) The Union may appeal an adverse Step 2 decision to Step 3. Any such appeal must be made within fifteen (15) days after receipt of the Employer's decision unless the parties' representatives agree to extend the time for appeal. However, the Union may appeal an adverse Step 2 decision directly to arbitration for disciplinary grievances or contract grievances which involve the interpretation, application of, or compliance with the provisions of any local Memorandum of Understanding not in conflict with this Agreement, and those issues the parties have agreed are appealed to Expedited Arbitration. These grievances will be appealed to the appropriate Grievance/Arbitration Processing Center within thirty (30) days after the receipt of the Employer's Step 2 decision. Any appeal must include copies of (1) the standard grievance form, (2) the Employer's written Step 2 decision, and, if filed, (3) the Union corrections or additions to the Step 2 decision.

Step 3:

(a) Any appeal from an adverse decision in Step 2 shall be in writing to the appropriate management official at the Grievance/Arbitration Processing Center, with a copy to the Employer's Step 2 representative, and shall specify the reasons for the appeal.

(b) The grievant shall be represented at the Employer's Step 3 Level by a Union's Regional representative, or designee. The Step 3 meeting of the parties' representatives to discuss the grievance shall be held within fifteen (15) days after it has been appealed to Step 3. Each party's **Step 3** representative shall be responsible for making certain that all relevant facts and contentions have been developed and considered. The Union representative shall have authority to settle or withdraw the grievance in whole or in part. The Employer's representative likewise shall have authority to grant the grievance in whole or in part. **Where either party believes the facts and contentions were not adequately addressed or documented at Step 2, the party's representatives shall clearly identify those additional facts and/or contentions for consideration and provide any additional relevant documentation to facilitate discussion and possible resolution at Step 3. In addition, where the parties' representatives mutually agree that relevant facts or contentions were not adequately developed at Step 2, they may jointly remand the grievance to Step 2 level for full development of the facts and further consideration.** In such event, the parties' representatives at Step 2 shall meet within seven (7) days after the grievance is returned to Step 2. Thereafter, the time limits and procedures applicable to Step 2 grievances shall apply.

(c) The Employer's written Step 3 decision on the grievance shall be provided to the Union's Step 3 representative within fifteen (15) days after the parties have met in Step 3, unless the

parties agree to extend the fifteen (15) day period. Such decision shall state the reasons for the decision in detail and shall include a statement of any additional facts and contentions not previously set forth in the record of the grievance as appealed from Step 2. **If the Union representative believes that the facts or contentions set forth in the decision are incomplete or inaccurate, such representative must, within ten (10) days of receipt of the Step 3 decision, transmit to the Employer's representative a written statement setting forth corrections or additions deemed necessary by the Union. Any such statement must be included in the file as part of the grievance record in the case. The filing of such corrections or additions shall not affect the time limits for appeal to arbitration. The parties reserve the right to supplement the grievance file with correspondence up to and including arbitration.** If either party's Step 3 representative believes that an interpretive issue under the National Agreement or some supplement thereto which may be of general application is involved in the case**,** the issue will be discussed with the appropriate National Union/ Management Representatives at the Headquarters Level. If either party's National Representative determines the issue to be interpretive, a written notice will be sent to the other party specifying in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the initiating party's contention. The grievance(s) shall be held at the Area and/or District Level pending discussion at the national level or the outcome of a National Arbitration award.

(d) The Union may appeal an adverse decision directly to arbitration at the appropriate Grievance/Arbitration Processing Center within twenty-one (21) days after the receipt of the Employer's Step 3 decision in accordance with the procedure hereinafter set forth.

(e) Where grievances appealed to Step 3 involve the same, or substantially similar issues or facts, one such grievance to

be selected by the Union representative shall be designated the “representative” grievance. If not resolved at Step 3, the “representative” grievance may be appealed to arbitration in accordance with the above and placed at the head of the appropriate arbitration docket, or the issue will be referred to the parties’ national representatives at the Headquarters level pursuant to (c) above. All other grievances which have been mutually agreed to as involving the same, or substantially similar issues or facts as those involved in the “representative” grievance shall be held at Step 3 pending resolution of the “representative” grievance, provided they were timely filed at Step 1 and properly appealed to Steps 2 and 3 in accordance with the grievance procedure.

Following resolution of the “representative” grievance, the parties involved in that grievance shall meet at Step 3 to apply the resolution to the other pending grievances involving the same or substantially similar issues or facts. Disputes over the applicability of the resolution of the “representative” grievance shall be resolved through the grievance-arbitration procedures contained in this Article; in the event it is decided that the resolution of the “representative” grievance is not applicable to a particular grievance, the merits of that grievance shall also be considered.

(f) In order to discourage the filing of multiple local grievances involving any new or changed District or Area-wide policy, instructions, or guidelines, the APWU Regional Coordinator or National Business Agent may file one grievance concerning such policy, instructions, or guidelines, directly at Step 3 of the grievance procedure. The grievance may be filed within fourteen (14) days of the date on which such union representative first learned or may reasonably have been expected to have learned of the implementation of such policy, instructions, or guidelines. Timely local grievances, which had already been filed concerning such policy, instructions, or guidelines, will be held at or returned to Step 2 of the grievance

procedure, as applicable, pending the resolution of the grievance filed directly at Step 3. Thereafter, local grievances will be finally adjudicated in accordance with the resolution of the grievance filed directly at Step 3. If not resolved, the grievance filed directly at Step 3 may be appealed to arbitration within twenty-one (21) days and placed at the head of the appropriate arbitration docket.

Step 4:

(a) In any dispute properly initiated at this Step by the appropriate National Union/Management Representative, the parties shall meet at the National level promptly, but in no event later than thirty (30) days after initiating such dispute in an effort to define the precise issues involved, develop all necessary facts and reach agreement. The Union representative shall have authority to settle or withdraw the dispute in whole or in part. The Employer's representative shall have authority to grant or settle the dispute in whole or in part. The parties' Step 4 representatives may, by mutual agreement, return any dispute to Step 3 where (a) the parties agree that no national interpretive issue is fairly presented or (b) it appears that all relevant facts have not been developed adequately. In such event, the parties shall meet at Step 3 within fifteen (15) days after the dispute is returned to Step 3. Thereafter the procedures and time limits applicable to Step 3 grievances shall apply. Should the parties at the National level fail to reach agreement, then within fifteen (15) days of such meeting each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to the interpretive dispute. In the event the parties have failed to reach agreement within sixty (60) days of the initiation of the dispute, the Union then may appeal it to national arbitration within thirty (30) days thereafter. Any local grievances filed on the specific interpretive issue shall be held in abeyance at the appropriate level pending resolution of the national interpretive dispute.

Section 3. Mediation

Where the local parties identify the need for either assistance in the grievance/arbitration procedure or the need to improve the labor/management relationship, the following mediation process may be invoked:

A. The local installation head and the local Union president (local parties) may jointly initiate a request for mediation where they identify such a need in a particular installation. Such joint request must be in writing and submitted to the parties' designated Area/Regional level representatives.

B. Such Area/Regional level representatives may also recommend mediation for a particular installation. However, when a recommendation for mediation is made by the Area/Regional level representatives, such recommendation must be discussed with and agreed to by the local parties before the mediation process can be invoked at the local site.

C. The mediation will be conducted jointly by the Union official designated by the President of the Union and management official designated by the Vice President/Labor Relations (USPS). The designated officials will have been trained, and/or certified in the dispute resolution process. Such designated union/management mediation representatives will be utilized to assist the local parties in an effort to resolve timely grievances, as defined in Article 15, Sections 1 and 2, as well as any identified local issues or problems.

D. The designated union/management mediation representatives will meet at the local installation within thirty (30) days of the joint mediation request, which is described in Section 3.A or B above. At least seven (7) days prior to the on-site meeting, the local parties will jointly provide the mediation representatives with an agenda and all available relevant information. In the event the local parties cannot agree on an agenda for mediation, each party will submit their respective

agendas to the mediation representatives seven (7) days prior to the on-site meeting, as well as all available relevant information.

E. The mediation will be held with the local parties to explore ways of resolving the previously submitted agenda items, as well as to seek ways of improving the labor/management climate within the installation. The mediation process, including all meetings connected with mediation, is considered to be off-the-record. However, all resolutions will be on the record, in writing and jointly signed by the local parties. Where the local parties agree, a particular mediation resolution(s) will serve as precedent for that installation, provided such resolution does not violate the National Agreement.

If the local parties are unable to reach a resolution on pending grievances of those local issues for which they have jointly requested mediation, then the mediation representatives may jointly resolve any of the above referenced issues or grievances.

F. The Employer's mediation representative will provide to the appropriate Union official a statement of position for each grievance(s) listed on the agenda, which is not resolved through mediation, within fifteen (15) days of the final mediation meeting. Within twenty-one (21) days of receipt of the statement of position, the Union may appeal such grievance(s) to District level arbitration.

Section 4. Grievance Procedure — General

A. The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in settlement or withdrawal of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end. Every effort shall be made to ensure timely compliance

and payment of monetary grievance settlements and arbitration awards. The Employer agrees that upon receipt of necessary paperwork from the grievant and/or union, concerning a grievance settlement or arbitration award, monetary remuneration will be made. The necessary paperwork is the documents and statements specified in Subchapter 436.4 of the ELM. The Employer will provide the union copies of appropriate pay adjustment forms, including confirmation that such forms were submitted to the appropriate postal officials for compliance and that action has been taken to ensure that affected employee(s) receives payment and/or other benefits. In the event that an employee is not paid within sixty (60) days after submission of all the necessary paperwork, such employee, upon request, will be granted authorization from management to receive a pay advance equal to the net amount due, or seventy (70) percent of the payment owed the employee, whichever is less. In the event of a dispute between the parties concerning the correct amount to be paid, the advance required by this section will be the amount that is not in dispute.

B. The failure of the employee or the Union in Step 1, or the Union thereafter to meet the prescribed time limits of the Steps of this procedure, including arbitration, shall be considered as a waiver of the grievance. However, if the Employer fails to raise the issue of timeliness at Step 2, or at the step at which the employee or Union failed to meet the prescribed time limits, whichever is later, such objection to the processing of the grievance is waived.

C. Failure by the Employer to schedule a meeting or render a decision in any of the Steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall be deemed to move the grievance to the next Step of the grievance-arbitration procedure.

D. It is agreed that in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement, such dispute may be initiated at the Step 4 level by either party. Such a dispute shall be initiated in writing and must specify in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the contention of either party. Thereafter the parties shall meet in Step 4 within thirty (30) days in an effort to define the precise issues involved, develop all necessary facts, and reach agreement. Should they fail to agree, then, within fifteen (15) days of such meeting, each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to such issues. In the event the parties have failed to reach agreement within sixty (60) days of the initiation of the dispute in Step 4, the Union then may appeal it to arbitration, within thirty (30) days thereafter. Any local grievances filed on the specific interpretive issue shall be held in abeyance at the appropriate level pending resolution of the national interpretive dispute.

Section 5. Arbitration

A. General Provisions

1. A request for arbitration shall be submitted within the specified time limit for appeal.

2. No grievance may be arbitrated at the National level except when timely notice of appeal is given the Employer in writing by the National President of the Union. No grievance may be appealed to arbitration at the District panel level except when timely notice of appeal is given in writing to the appropriate management official at the Grievance/ Arbitration Processing Center by the certified representative of the Union in the Area. Such representative shall be certified to appeal

grievances by the National President of the Union to the Employer at the National level.

3. All grievances appealed to arbitration will be placed on the appropriate pending arbitration list in the order in which appealed. The Employer, in consultation with the Union, will be responsible for maintaining appropriate dockets of grievances, as appealed, and for administrative functions necessary to assure efficient scheduling and hearing of cases by arbitrators at all levels.

4. In order to avoid loss of available hearing time, except in National level cases, a minimum of six (6) expedited or three (3) regular cases, when available, are to be scheduled for each hearing date. In addition, pending cases on the docket in the order in which appealed should be assigned to the designated advocates no less than sixty (60) days prior to the scheduled date and, if possible, the parties will discuss the cases no less than thirty (30) days prior to the scheduled date. The parties agree that backup cases will include all cases pending arbitration at the location. These backup cases will be scheduled in the order they appear on the District docket when available in the event of late settlement or withdrawal of grievances before the hearing. In the event that either party withdraws all cases less than five (5) days prior to the scheduled arbitration date, and the parties are unable to agree on scheduling other cases on that date, the party withdrawing the cases shall pay the full costs of the arbitrator for that date. In the event that the parties settle and/or withdraw all cases five (5) or more days prior to the scheduled arbitration date, backup cases on the appropriate arbitration list shall be scheduled. If the parties settle cases

less than five (5) days prior to the scheduled arbitration date and are unable to agree to schedule another case, the parties shall share the costs of the arbitrator for that date. This paragraph shall not apply to National level arbitration cases.

5. Arbitration hearings normally will be held during working hours where practical. Employees whose attendance as witnesses is required at hearings during their regular working hours shall be on Employer time when appearing at the hearing, provided the time spent as a witness is part of the employee's regular working hours. Absent a more permissive local past practice and at no cost to the Employer, the Employer will permit one (1) change of work schedule per case scheduled for arbitration for either the grievant or a witness, provided notice is given to his or her immediate supervisor at least two (2) days prior to the scheduled arbitration hearing.

6. All decisions of an arbitrator will be final and binding. All decisions of arbitrators shall be limited to the terms and provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended, or modified by an arbitrator. Unless otherwise provided in this Article, all costs, fees, and expenses charged by an arbitrator will be shared equally by the parties.

7. All arbitrators on the Regular District Panels and the Expedited Panels and on the National Panel shall serve for the term of this Agreement and shall continue to serve for six (6) months thereafter, unless the parties otherwise mutually agree.

8. Arbitrators on the National Panel and on the Regular and Expedited District Panels shall be selected by the method agreed upon by the parties at the National Level.

9. In any arbitration proceeding in which a Union feels that its interests may be affected, it shall be entitled to intervene and participate in such arbitration proceeding, but it shall be required to share the cost of such arbitration equally with any or all other Union parties to such proceeding. Any dispute as to arbitrability may be submitted to the arbitrator and be determined by such arbitrator. The arbitrator's determination shall be final and binding.

(See Memo, page 356)

B. District Level Arbitration — Regular

1. At the appropriate Grievance/Arbitration Processing Center four (4) separate lists of cases to be heard in arbitration shall be maintained for the Union: (a) one for all removal cases and cases involving suspensions for more than 14 days or 14 days or less referred from Expedited Arbitration, (b) one for all cases referred to Expedited Arbitration, (c) one for Contract disputes, and (d) one for Impasses from Local Negotiations appealed to arbitration at the appropriate Grievance/Arbitration Processing Center. In each District separate panels will be established for scheduling and hearing cases involving (a) removals and suspensions for more than 14 days, and suspensions of 14 days or less referred from Expedited Arbitration; (b) Contract disputes, (c) cases referred to Expedited Arbitration, and (d) Impasses from Local Negotiations.

a. Arbitration hearings are to be scheduled and heard within 120 days following receipt of the arbitration appeal, unless the parties agree upon a later date.

2. Cases will be scheduled for arbitration in the order in which appealed, unless the Union and Employer otherwise agree. Prior to arbitration dates being scheduled by the parties for the next round of scheduling, each party may, at its option, advance one case per month to the top of the docket.

3. Only discipline cases involving suspensions of 14 days or less and those other disputes as may be mutually determined by the parties shall be referred to Expedited Arbitration in accordance with Section C hereof.

(See Memo, page 348)

4. Cases referred to arbitration, which involve removals or suspensions for more than 14 days, shall be scheduled for hearing at the Grievance/ Arbitration Processing Center at the earliest possible date in the order in which appealed by the Union.

5. If either party believes that a case referred to Regular Arbitration involves an interpretative issue under the National Agreement or some supplement thereto which may be of general application, that party's representative shall request input from their appropriate National Representative at the Headquarters level. If either party's representative at the Headquarters level determines the case is interpretive, a notice will be sent to the other party. The case will be held pending the outcome of the National interpretive dispute. If both parties'

representatives determine the case does not involve an interpretive issue, the case if already scheduled for arbitration will be heard before the same arbitrator who was originally scheduled to hear the case. Further, if the hearing had convened, the case will continue at the same stage of arbitration.

(See Memo, page 353)

6. The arbitrators on each Regular District Panel shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties. The hearing time available for arbitration will be distributed among offices and crafts.

7. Normally, there will be no transcripts of arbitration hearings or filing of post-hearing briefs in cases heard in Regular District level arbitration, except either party at the National level may request a transcript. Either party at the hearing may request to file a post-hearing brief in contract arbitrations. In Regular District level discipline/discharge arbitrations, post-hearing briefs will be permitted only by mutual agreement of the parties or by direction of the arbitrator. However, each party may file a written statement setting forth its understanding of the facts and issues and its argument at the beginning of the hearing and also shall be given an adequate opportunity to present argument at the conclusion of the hearing.

8. The arbitrator in any given case should render an award therein within thirty (30) days of the close of the record in the case.

C. District Level Arbitration — Expedited

1. The parties agree to continue the utilization of an expedited arbitration system for disciplinary cases of 14 days suspension or less which do not involve interpretation of the Agreement and for such other cases as the parties may mutually determine.

(See Memo, page 348)

2. If either party concludes that the issues involved are of such complexity or significance as to warrant reference to the Regular District Arbitration Panel, that party shall notify the other party of such reference at least twenty-four (24) hours prior to the scheduled time for the expedited arbitration.

3. The hearing shall be conducted in accordance with the following:

   a. the hearing shall be informal;

   b. no briefs shall be filed or transcripts made;

   c. there shall be no formal rules of evidence;

   d. the hearing shall normally be completed within one day;

   e. if the arbitrator or the parties mutually conclude at the hearing that the issues involved are of such complexity or significance as to warrant reference to the Regular District Arbitration Panel, the case shall be referred to that panel; and

   f. the arbitrator may issue a bench decision at the hearing but in any event shall render a decision within forty-eight (48) hours after conclusion of the hearing. Such decision shall

be based on the record before the arbitrator and may include a brief written explanation of the basis for such conclusion. These decisions will not be cited as a precedent. The arbitrator's decision shall be final and binding. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.

4. No decision by a member of the Expedited Panel in such a case shall be regarded as a precedent or be cited in any future proceeding, but otherwise will be a final and binding decision.

5. The Expedited Arbitration Panel shall be developed by the National parties, on a District level.

D. National Level Arbitration

1. Only cases involving interpretive issues under this Agreement or supplements thereto of general application will be arbitrated at the National level.

2. A docket of cases appealed to arbitration at the National level shall be maintained for the Union. The arbitrators on the National Panel shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties. Cases on the docket will be scheduled for arbitration in the order in which appealed, unless the Union and Employer otherwise agree.

3. **Either party may, at its discretion, advance two cases per craft per calendar year of the cases appealed to arbitration to the head of the arbitration docket. The parties may jointly agree to move additional cases to the top of the docket.**

4. Issues and arguments raised for the first time during national arbitration must be re-discussed at Step 4 to explore the new issue, argument, or evidence. The cases re-discussed will remain with the same arbitrator.

Section 6. Administration

The parties recognize their continuing joint responsibility for efficient functioning of the grievance procedure and effective use of arbitration. Commencing April 1, 1979, and quarterly thereafter, the Employer will furnish to the President of the Union a copy of a quarterly report containing the following information covering operation of the arbitration procedure at the National level, and for each Grievance/Arbitration Processing Center separately:

(a) number of cases appealed to arbitration;

(b) number of cases scheduled for hearing;

(c) number of cases heard;

(d) number of scheduled hearing dates, if any, which were not used;

(e) the total number of cases pending but not scheduled at the end of the quarter.

Section 7. Outstanding Debts of Retired Employees

A dispute over payroll or collection disputes may be filed as a grievance at Step 1; Article 15, Section 1.

(See Memo, page 349)

(The preceding Article, Article 15, shall apply to **PSEs**)

ARTICLE 16
DISCIPLINE PROCEDURE

Section 1. Principles

In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to, insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, violation of the terms of this Agreement, or failure to observe safety rules and regulations. Any such discipline or discharge shall be subject to the grievance-arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

Section 2. Discussion

For minor offenses by an employee, management has a responsibility to discuss such matters with the employee. Discussions of this type shall be held in private between the employee and the supervisor. Such discussions are not considered discipline and are not grievable. Following such discussions, there is no prohibition against the supervisor and/ or the employee making a personal notation of the date and subject matter for their own personal record(s). However, no notation or other information pertaining to such discussion shall be included in the employee's personnel folder. While such discussions may not be cited as an element of prior adverse record in any subsequent disciplinary action against an employee, they may be, where relevant and timely, relied upon to establish that employees have been made aware of their obligations and responsibilities.

Section 3. Letter of Warning

A letter of warning is a disciplinary notice in writing, identified as an official disciplinary letter of warning, which shall include an explanation of a deficiency or misconduct to be corrected.

(See Memo, page 358)

Section 4. Suspensions of 14 Days or Less

In the case of discipline involving suspensions of fourteen (14) days or less, the employee against whom disciplinary action is sought to be initiated shall be served with a written notice of the charges against the employee and shall be further informed that he/she will be suspended after ten (10) calendar days during which ten-day period the employee shall remain on the job or on the clock (in pay status) at the option of the Employer. However, if a timely grievance is initiated, the effective date of the suspension will be delayed until disposition of the grievance, either by settlement or an arbitrator's final and binding decision. The employee shall remain on the job or on the clock (in pay status) at the option of the Employer.

Section 5. Suspensions of More Than 14 Days or Discharge

In the case of suspensions of more than fourteen (14) days, or of discharge, any employee shall, unless otherwise provided herein, be entitled to an advance written notice of the charges against him/her and shall remain either on the job or on the clock at the option of the Employer for a period of thirty (30) days. Thereafter, the employee shall remain on the rolls (non-pay status) until disposition of the case has been had either by settlement with the Union or through exhaustion of the grievance-arbitration procedure. A preference eligible who chooses to appeal a suspension of more than fourteen (14) days or his/her discharge to the Merit Systems Protection Board (MSPB) rather than through the grievance-arbitration

procedure shall remain on the rolls (non-pay status) until disposition of the case has been had either by settlement or through exhaustion of his/her MSPB appeal. When there is reasonable cause to believe an employee is guilty of a crime for which a sentence of imprisonment can be imposed, the Employer is not required to give the employee the full thirty (30) days advance written notice in a discharge action, but shall give such lesser number of days advance written notice as under the circumstances is reasonable and can be justified. The employee is immediately removed from a pay status at the end of the notice period.

Section 6. Indefinite Suspension Crime Situation

A. The Employer may indefinitely suspend an employee in those cases where the Employer has reasonable cause to believe an employee is guilty of a crime for which a sentence of imprisonment can be imposed. In such cases, the Employer is not required to give the employee the full thirty (30) days advance notice of indefinite suspension, but shall give such lesser number of days of advance written notice as under the circumstances is reasonable and can be justified. The employee is immediately removed from a pay status at the end of the notice period.

B. The just cause of an indefinite suspension is grievable. The arbitrator shall have the authority to reinstate and make the employee whole for the entire period of the indefinite suspension.

C. If after further investigation or after resolution of the criminal charges against the employee, the Employer determines to return the employee to a pay status, the employee shall be entitled to back pay for the period that the indefinite suspension exceeded seventy (70) days, if the employee was otherwise available for duty, and without prejudice to any grievance filed under B. above.

D. The Employer may take action to discharge an employee during the period of an indefinite suspension whether or not the criminal charges have been resolved, and whether or not such charges have been resolved in favor of the employee. Such action must be for just cause, and is subject to the requirements of Section 5 of this Article.

Section 7. Emergency Procedure

An employee may be immediately placed on an off-duty status (without pay) by the Employer, but remain on the rolls where the allegation involves intoxication (use of drugs or alcohol), pilferage, or failure to observe safety rules and regulations, or in cases where retaining the employee on duty may result in damage to U.S. Postal Service property, loss of mail or funds, or where the employee may be injurious to self or others. The employee shall remain on the rolls (non-pay status) until disposition of the case has been had. If it is proposed to suspend such an employee for more than thirty (30) days or discharge the employee, the emergency action taken under this Section may be made the subject of a separate grievance.

Section 8. Review of Discipline

In no case may a supervisor impose suspension or discharge upon an employee unless the proposed disciplinary action by the supervisor has first been reviewed and concurred in by the installation head or designee.

In associate post offices of twenty (20) or less employees, or where there is no higher level supervisor than the supervisor who proposes to initiate suspension or discharge, the proposed disciplinary action shall first be reviewed and concurred in by a higher authority outside such installation or post office before any proposed disciplinary action is taken.

Section 9. Veterans' Preference

A. A preference eligible is not hereunder deprived of whatever rights of appeal such employee may have under the Veterans' Preference Act; however, if the employee appeals under the Veterans' Preference Act, the employee will be deemed to have waived further access to the grievance-arbitration procedure beyond step 3 under any of the following circumstances:

1. If an MSPB settlement agreement is reached.
2. If the MSPB has not yet issued a decision on the merits, but a hearing on the merits before the MSPB has begun.
3. If the MSPB issues a decision on the merits of the appeal.

B. In the event the grievance of a preference eligible is due to be scheduled in accordance with Article 15, section 5, and the preference eligible has a live MSPB appeal on the same action, the parties will not schedule the grievance for arbitration until a final determination is reached in the MSPB procedure. If the grievance is not waived under Section 9.A 1, 2 or 3 above, the case will be scheduled promptly for arbitration. Should the grievance ultimately be sustained or modified in arbitration, the preference eligible employee will have no entitlement to back pay under the National Agreement for the period from the date the case would have been scheduled for arbitration and the date it is actually scheduled for arbitration.

Section 10. Employee Discipline Records

The records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two years.

Upon the employee's written request, any disciplinary notice or decision letter will be removed from the employee's official personnel folder after two years if there has been no disciplinary action initiated against the employee in that two-year period.

(Additional provisions regarding the discipline or removal of **Postal Support** Employees can be found in the APWU **Postal Support** Employee Memorandum)

ARTICLE 17
REPRESENTATION

Section 1. Stewards

Stewards may be designated for the purpose of investigating, presenting and adjusting grievances.

Section 2. Appointment of Stewards

A. The Union will certify to the Employer in writing a steward or stewards and alternates in accordance with the following general guidelines. Where more than one steward is appointed, one shall be designated chief steward. The selection and appointment of stewards or chief stewards is the sole and exclusive function of the Union. Stewards will be certified to represent employees in specific work location(s) on their tour; provided no more than one steward may be certified to represent employees in a particular work location(s). The number of stewards certified shall not exceed, but may be less than, the number provided by the formula hereinafter set forth.

Employees in the same craft per tour or station

Up to 49	1 steward
50 to 99	2 stewards
100 to 199	3 stewards
200 to 499	5 stewards
500 or more	5 stewards plus additional steward for each 100 employees

B. At an installation, the Union may designate in writing to the Employer one Union officer actively employed at that installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance. The activities of such Union officer shall be in lieu of a steward designated under the formula in Section 2.A and shall be in accordance with Section 3. Payment, when applicable, shall be in accordance with Section 4.

C. To provide steward service to installations with twenty or less craft employees where the Union has not certified a steward, a Union representative certified to the Employer in writing and compensated by the Union may perform the duties of a steward.

D. At the option of the Union, representatives not on the Employer's payroll shall be entitled to perform the functions of a steward or chief steward, provided such representatives are certified in writing to the Employer at the Area level and providing such representatives act in lieu of stewards designated under the provisions of 2.A or 2.B above.

E. A steward may be designated to represent more than one craft, or to act as a steward in a craft other than his/her own, whenever the Union so agrees, and notifies the Employer

in writing. Any steward designations across craft lines must be in accordance with the formula set forth in Section 2.A above.

(The preceding Section, Article 17.2, shall apply to **PSEs**)

Section 3. Rights of Stewards

When it is necessary for a steward to leave his/her work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, the steward shall request permission from the immediate supervisor and such request shall not be unreasonably denied.

In the event the duties require the steward leave the work area and enter another area within the installation or post office, the steward must also receive permission from the supervisor from the other area he/she wishes to enter and such request shall not be unreasonably denied.

(See Memo, page 368)

The steward, chief steward or other Union representative properly certified in accordance with Section 2 above may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.

While serving as a steward or chief steward, an employee may not be involuntarily transferred to another tour, to another station or branch of the particular post office or to another independent post office or installation unless there is no job for which the employee is qualified on such tour, or in such station or branch, or post office.

If an employee requests a steward or Union representative to be present during the course of an interrogation by the Inspection Service, such request will be granted. All polygraph tests will continue to be on a voluntary basis.

(See Memos, pages 350 and 368)

(The preceding Section, Article 17.3, shall apply to **PSEs**)

Section 4. Payment of Stewards

The Employer will authorize payment only under the following conditions:

Grievances:

Steps 1 and 2 — The aggrieved and one Union steward — (only as permitted under the formula in Section 2.A) for time actually spent in grievance handling, including investigation and meetings with the Employer. The Employer will also compensate a steward for the time reasonably necessary to write a grievance. In addition, the Employer will compensate any witnesses for the time required to attend a Step 2 meeting.

Meetings called by the Employer for information exchange and other conditions designated by the Employer concerning contract application.

Employer authorized payment as outlined above will be granted at the applicable straight time rate, providing the time spent is a part of the employee's or steward's (only as provided for under the formula in Section 2.A) regular work day.

(The preceding Section, Article 17.4 shall apply to **PSEs**)

Section 5. Joint Labor-Management Committee Meetings

A. The APWU through its designated agents shall be entitled at the national, APWU regional/USPS Area, and local levels, and at such other intermediate levels as may be appropriate, to participate in regularly scheduled Joint Labor Management Committee meetings for the purpose of discussing, exploring, and considering with management matters of mutual concern; provided neither party shall attempt to change, add to or vary the terms of this Collective Bargaining Agreement. The local Joint Labor-Management Committee will meet as needed, but not less than once every quarter unless otherwise provided in the parties' local memorandum of understanding.

B. The national level Joint Labor-Management Committee will be co-chaired by the President of the APWU and the Postal Service Vice-President of Labor Relations and be comprised of an equal number of representatives for each party as agreed by the parties. This Committee will meet as needed, but no less than once every two months to fulfill the purposes and goals described below.

The purposes and goals of the national level Joint Labor-Management Committee will be to:

1. Promote more effective, open and continuous involvement between the parties to further enhance a positive working relationship and advance labor-management cooperation between the parties;

2. Jointly pursue strategies which emphasize improving employee working conditions and satisfying the customer in terms of service and costs;

3. Work together to seek ways of improving customer service, increasing revenue, and reducing postal costs; and,

4. Provide an opportunity to jointly discuss new Postal Service initiatives during their development, inasmuch as those initiatives might impact on employees or as they might relate to employee working conditions. These discussions may include, but are not limited to, the creation of new position descriptions; modifications to facilities; technological and mechanization changes; automation implementation; and the development of new facilities and designs.

C. As needed, the national level Joint Labor-Management Committee, through mutual agreement, will create subcommittees to deal with specific issues. All other national level committees established pursuant to the terms of this Agreement, including Safety & Health, Ergonomics and Training, shall function as subcommittees of the national level Joint Labor-Management Committee. All subcommittees already established or created by the national level Joint Labor-Management Committee will report to such Committee, as necessary, on their specific issues of concern and provide updated information.

D. In order to further recognize and effect Union/ Management cooperation, there will be four national level craft subcommittees created, one for each APWU craft, for the purpose of jointly addressing specific issues of contract administration for each such craft. These subcommittees will be co-chaired by the APWU Craft Directors of each craft and the Postal Service Manager of Contract Administration or his/ her designee. At the Union's request, the appropriate operational manager will attend meetings to address the Union's concerns or respond to questions on specific

operational issues. Neither party shall attempt to change, add or vary the terms of this collective bargaining agreement through these subcommittees.

E. Meetings at the national and APWU/regional USPS Area (except as to the Christmas operation) levels will not be compensated by the Employer. The Employer will compensate one designated representative from the Union concerned with the subject matter of the meeting for actual time spent in the meeting at the applicable straight time rate, providing the time spent in such meetings is a part of the employee's regular scheduled work day.

(See Memo, page 358)

Section 6. Union Participation in New Employee Orientation

During the course of any employment orientation program for new **career or non-career** employees, **or in the event a current postal employee is reassigned to an APWU bargaining unit,** a representative of the Union representing the craft or occupational group to which the new **or current** employees are assigned shall be provided ample opportunity to address such new employees, provided that this provision does not preclude the Employer from addressing employees concerning the same subject. **In addition, at the time any non-career employees become eligible for health insurance, the APWU will be provided ample opportunity to address such employees on this subject.**

Health benefit enrollment information and forms will not be provided during orientation until such time as a representative of the Union has had an opportunity to address such new employees.

(The preceding Section, Article 17.6, shall apply to **PSEs**)

Section 7. Dues Checkoff

A. In conformity with Section 2 of the Act, 39 U.S.C. 1205, without cost to the Union, the Employer shall deduct and remit to the Union the regular and periodic Union dues from the pay of employees as instructed in writing by the Union and the employee, which written assignment by the employee shall be irrevocable for a period of not more than one (1) year. The parties agree that the Union will have sole responsibility for and control over dues withholding and revocation. The Union must provide the Postal Service with withholding and revocation information in a format and within time periods acceptable to the Postal Service. The Employer agrees to remit to the Union all deductions to which it is entitled fourteen (14) days after the end of the pay period for which such deductions are made. Deductions shall be in such amounts as are designated to the Employer in writing by the Union.

B. The authorization of such deductions shall be made in accordance with the terms of Standard Form 1187. Revocation of authorization shall be made in accordance with the terms of Standard Form 1186.

C. Notwithstanding the foregoing, employees' dues deduction authorizations (Standard Form 1187) which are presently on file with the Employer on behalf of the Union party to this Agreement, shall continue to be honored and given full force and effect by the Employer unless and until revoked in accordance with their terms.

D. The Union shall defend, indemnify, save and hold the Postal Service harmless from any and all claims, responsibility, damage, suit, demand, grievance or other liability (including attorney's fees incurred by the Postal Service), which may arise out of any actions taken by the Postal Service required by the terms of this Article or in reliance upon instructions provided by

the Union in connection with the Union's operation and control over said dues withholding and revocation.

E. The Employer agrees that it will continue in effect, but without cost to employees, its existing program of payroll deductions at the request and on behalf of employees for remittance to financial institutions including credit unions. In addition the Employer agrees without cost to the employee to make payroll deductions on behalf of such organization as the Union shall designate to receive funds to provide group automobile insurance for employees and/or homeowners/ tenant liability insurance for employees, provided only one insurance carrier is selected to provide such coverage.

(The preceding Section, Article 17.7, shall apply to **PSEs**)

Section 8. Policy on Telephones

The parties recognize that telephones are for official USPS business. However, the Employer at the local level shall establish a policy for the use of telephones by designated Union representatives for legitimate business related to the administration of the National Agreement, subject to sound business judgment and practices.

Section 9. Inspection of Lockers

Except as provided in Article 39.3.C, the Employer agrees that, a steward or the employee shall be given the opportunity to be present at any inspection of employees' lockers, except in matters where there is reasonable cause to suspect criminal activity. For a general inspection where employees have had prior notification of at least a week, the above is not applicable.

ARTICLE 18
NO STRIKE

Section 1. Statement of Principle

The Union in behalf of its members agree that it will not call or sanction a strike or slowdown.

Section 2. Union Actions

The Union or its local Unions (whether called locals or by other names) will take reasonable action to avoid such activity and where such activity occurs, immediately inform striking employees they are in violation of this Agreement and order said employees back to work.

Section 3. Union Liability

It is agreed that the Union or its local Unions (whether called locals or by other names) which comply with the requirements of this Article shall not be liable for the unauthorized action of their members or other postal employees.

Section 4. Legal Impact

The parties agree that the provisions of this Article shall not be used in any way to defeat any current or future legal action involving the constitutionality of existing or future legislation prohibiting Federal employees from engaging in strike actions. The parties further agree that the obligations undertaken in this Article are in no way contingent upon the final determination of such constitutional issues.

(The preceding Article, Article 18, shall apply to **PSEs**)

ARTICLE 19
HANDBOOKS AND MANUALS

Section 1. General

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21, Timekeeper's Instructions.

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least sixty (60) days prior to issuance. The Employer shall furnish the Union with the following information about each proposed change: a narrative explanation of the purpose and impact on employees and any documentation concerning the proposed change from the manager(s) who requested the change addressing its purpose and effect. Proposed changes will be furnished to the Union by hard copy or, if available, by electronic file. At the request of the Union, the parties shall meet concerning such changes. If the Union requests a meeting concerning proposed changes, the meeting will be attended by manager(s) who are knowledgeable about the purpose of the proposed change and its impact on employees. If the Union, after the meeting, believes the proposed changes violate the National Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure **set forth below** within ninety (90) days after receipt of the notice of proposed change. Within fifteen (15) days after the issue has

been submitted to arbitration, each party shall provide the other with a statement in writing of its understanding of the precise issues involved, and the facts giving rise to such issues.

Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished to the Union upon issuance.

Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours or working conditions shall apply to **PSEs** only to the extent consistent with other rights and characteristics of **PSEs** negotiated in this Agreement and otherwise as they apply to the supplemental work force. The Employer shall have the right to make changes to handbooks, manuals and published regulations as they relate to **PSEs** pursuant to the same standards and procedures found in Article 19 of this Agreement.

Section 2. Article 19 Arbitration

A. A separate arbitration panel will be appointed by the National parties for the sole purpose of hearing Article 19 appeals to arbitration.

B. A docket of Article 19 cases appealed to arbitration at the National level shall be maintained for the Union.

C. The arbitrators on the National Article 19 Panel shall be scheduled to hear cases on a rotating basis, unless otherwise agreed to by the parties. Cases on the docket will be scheduled and heard within 120 days of the appeal to arbitration, but no later than 180 days after the union was notified of the proposed change(s), unless the Union and the Employer otherwise agree.

D. The arbitrator in any given case shall render an award therein within thirty (30) days of the close of the record in the case. All decisions of an arbitrator shall be final and binding.

ARTICLE 20
PARKING

Section 1. National Study Committee

The existing parking program will remain in effect. There shall be established at the national level, as a subcommittee of the national Joint Labor-Management Committee, a National Study Committee on Parking in order to improve the parking program at existing facilities and to recommend such programs for new facilities.

Section 2. Security

Recognizing the need for adequate security for employees in parking areas, and while en route to and from parking areas, the Employer will take reasonable steps, based on the specific needs of the individual location, to safeguard employee security, including, but not limited to, establishing liaison with local police authorities, requesting the assignment of additional uniformed police in the area, improving lighting and fencing, and, where available, utilizing mobile security force patrols.

Section 3. Labor-Management Committee

Parking is a proper subject for discussion at local Labor-Management Committee meetings. The location of new, additional, or improved parking facilities; the number of parking spaces; security and lighting in the parking areas as well as similar subjects are proper agenda items for such meetings.

The local Labor-Management Committee may make recommendations to the installation head concerning such subjects.

(The preceding Article, Article 20, shall apply to **PSEs**)

ARTICLE 21
BENEFIT PLANS

Section 1. Health Benefits

The method for determining the Employer bi-weekly contributions to the cost of employee health insurance programs under the Federal Employees Health Benefits Program (FEHBP) will be as follows:

A. The Office of Personnel Management shall calculate the subscription charges under the FEHBP that will be in effect the following January with respect to self only enrollments and self and family enrollments.

B. **For career employees on the rolls prior to the effective date of this Agreement,** the bi-weekly Employer contribution for self only and self and family plans **in Plan Year 2012** is adjusted to an amount equal to **81**% of the weighted average bi-weekly premiums under the FEHB as determined by the Office of Personnel Management **(OPM)** in January **2012.** Thereafter the Employer contribution will be adjusted to **79%** effective in January **2013, 78%** effective in January **2014, 77%** effective in January **2015,** and **76%** effective in January **2016. For career employees hired on or subsequent to the effective date of this Agreement, the bi-weekly Employer contribution for self only and self and family plans in Plan Years 2012 through 2015 is adjusted to an amount equal to 77% of the weighted average bi-weekly premiums under the FEHBP as determined by OPM. The employer contribution will be adjusted to 76% in January 2016.**

C. The weight to be given to a particular subscription charge for each FEHB plan and option will be based on the number of enrollees in each such plan and option for whom contributions have been received from employers covered by the FEHBP as determined by the **OPM.**

D. The amount necessary to pay the total charge for enrollment after the Employer's contribution is deducted shall be withheld from the pay of each enrolled employee. To the extent permitted by law, the Employer shall permit employees covered by this Agreement to make their premium contributions to the cost of each plan on a pre-tax basis, and shall extend eligibility to such employees for the U.S. Postal Service's flexible spending account plans for unreimbursed health care expenses and work-related dependent child care and elder care expenses as authorized under Section 125 of the Internal Revenue Code.

E. **For career employees on the rolls prior to the effective date of this Agreement,** the limitation upon the Employer's contribution towards any individual employee shall be **84.50%** of the subscription charge under the FEHBP in **2012.** Thereafter the limitation will be **82.25%** for **2013, 81.25%** for **2014, 80.25%** for **2015,** and **79.25%** for **2016. For career employees hired on or subsequent to the effective date of this Agreement, the limitation shall be 80.25% for 2012 through 2015, and 79.25% for 2016.**

(See Memo, page 359)

Section 2. Life Insurance

The Employer shall maintain the current life insurance program in effect during the term of this Agreement.

Section 3. Retirement

The provisions of Chapters 83 and 84 of Title 5 U.S. Code, and any amendments thereto, shall continue to apply to employees covered by this Agreement.

Section 4. Injury Compensation

Employees covered by this Agreement shall be covered by subchapter 1 of Chapter 81 of Title 5, and any amendments thereto, relating to compensation for work injuries. The Employer will promulgate appropriate regulations which comply with applicable regulations of the Office of Workers' Compensation Programs and any amendments thereto.

Section 5. Health Benefit Brochures

When a new employee who is eligible for enrollment in the Federal Employee's Health Benefit Program enters the Postal Service, the employee shall be furnished a copy of the Health Benefit Plan brochure of the Union signatory to this Agreement which represents the craft in which the employee is to be employed.

ARTICLE 22
BULLETIN BOARDS

The Employer shall furnish separate bulletin boards for the exclusive use of the Union party to this Agreement, subject to the conditions stated herein, if space is available. If sufficient space is not available, at least one will be provided for the Union signatory to this Agreement. The Union may place their literature racks in swing rooms, if space is available. Only suitable notices and literature may be posted or placed in literature racks. There shall be no posting or placement of

literature in literature racks except upon the authority of officially designated representatives of the Union.

(The preceding Article, Article 22, shall apply to **PSEs**)

ARTICLE 23
RIGHTS OF UNION OFFICIALS TO ENTER POSTAL INSTALLATIONS

Upon reasonable notice to the Employer, duly authorized representatives of the Union shall be permitted to enter postal installations for the purpose of performing and engaging in official union duties and business related to the Collective Bargaining Agreement. There shall be no interruption of the work of employees due to such visits and representatives shall adhere to the established security regulations.

(The preceding Article, Article 23, shall apply to **PSEs**)

ARTICLE 24
EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS

Section 1. Continuation of Benefits

Any employee on leave without pay to devote full or part-time service to the Union signatory to this Agreement shall be credited with step increases as if in a pay status. Retirement benefits will accrue on the basis of the employee's step so attained, provided the employee makes contributions to the retirement fund in accordance with current procedure. Annual and sick leave will be earned in accordance with existing procedures based on hours worked.

Section 2. Leave for Union Conventions

A. Full or part-time employees will be granted annual leave or leave without pay at the election of the employee to attend National, State and Regional Union Conventions (Assemblies) provided that a request for leave has been submitted by the employee to the installation head as soon as practicable and provided that approval of such leave does not seriously adversely affect the service needs of the installation.

B. If the requested leave falls within the choice vacation period and if the request is submitted prior to the determination of the choice vacation period schedule, it will be granted prior to making commitments for vacations during the choice period, and will be considered part of the total choice vacation plan for the installation, unless agreed to the contrary at the local level. Where the specific delegates to the Convention (Assembly) have not yet been determined, upon the request of the Union, the Employer will make provision for leave for these delegates prior to making commitments for vacations.

C. If the requested leave falls within the choice vacation period and the request is submitted after the determination of the choice vacation period schedule, the Employer will make every reasonable effort to grant such request, consistent with service needs.

(The preceding Article, Article 24, shall apply to **PSEs**)

ARTICLE 25
HIGHER LEVEL ASSIGNMENTS

Section 1. Section I. Definitions

Higher level work is defined as an assignment to a ranked higher level position, whether or not such position has been authorized at the installation.

Section 2. Higher Level Pay

An employee who is detailed to higher level work shall be paid at the higher level for time actually spent on such job. An employee's higher level rate shall be determined as if promoted to the position. An employee temporarily assigned or detailed to a lower level position shall be paid at the employee's own rate.

Section 3. Written Orders

Any employee detailed to higher level work shall be given a written management order, stating beginning and approximate termination, and directing the employee to perform the duties of the higher level position. Such written order shall be accepted as authorization for the higher level pay. The failure of management to give a written order is not grounds for denial of higher level pay if the employee was otherwise directed to perform the duties.

Section 4. Higher Level Details

Detailing of employees to higher level bargaining unit work in each craft shall be from those eligible, qualified and available employees in each craft in the immediate work area in which the temporarily vacant higher level position exists. However, for details of an anticipated duration of one week (five working days within seven calendar days) or longer to those higher level craft positions enumerated in the craft Articles of this Agreement as being permanently filled on the basis of promotion of the senior qualified employee, the senior, qualified, eligible, available employee in the immediate work area in which the temporarily vacant higher level position exists shall be selected.

Section 5. Leave Pay

Leave pay for employees detailed to a higher level position will be administered in accordance with the following:

Employees working short term on a higher level assignment or detail will be entitled to approved sick and annual paid leave at the higher level rate for a period not to exceed three days.

Short term shall mean an employee has been on an assignment or detail to a higher level for a period of 29 consecutive work days or less at the time leave is taken and such assignment or detail to the higher level position is resumed upon return to work. All short term assignments or details will be automatically canceled if replacements are required for absent detailed employees.

Long term shall mean an employee has been on an assignment or detail to the higher level position for a period of 30 consecutive workdays or longer at the time leave is taken and such assignment or detail to the higher level position is resumed upon return to work.

Terminal leave payments resulting from death will be paid at the higher level for all employees who are assigned or detailed to higher level assignments on their last workday.

ARTICLE 26
UNIFORMS AND WORK CLOTHES

Section 1. Uniform Control Committee

The parties agree that a USPS/APWU National Labor-Management Uniform Control Committee shall be established.

The Committee shall be composed of one spokesperson for the Union, and may include each craft represented by the APWU entitled to uniforms or work clothing; one spokesperson

for the Employer and an equal number of representatives of the Employer. The Chairmanship of the Committee shall alternate each meeting between the Union spokesperson and the Postal Service spokesperson.

The Committee shall meet at least once each three months and at such other times as may be necessary or as requested by either of the parties.

The Committee shall have jurisdiction to consider the matters set out below and all non-cost matters pertaining to the Uniform Allowance Program, including but not limited to, the uniform items or work clothes items for which allowances are applicable; the design, color, quality and fabrics of authorized items.

The current administration of the Uniform and Work Clothes Program shall be continued unless otherwise changed by this Agreement or by the Employer based on recommendations of the Committee.

“Wear-out” periods for uniform items being changed or replaced shall be determined by the Committee and appropriate recommendations made after giving full consideration to the type of changes being made, the economic effect upon the employees involved for replacement, and the overall appearance of the uniform.

The Committee shall establish its own rules of procedure. Recommendations of the Committee shall be addressed to the Postmaster General or his designee.

Section 2. Annual Allowance - Regular Uniform Program

The annual allowance for eligible employees in the regular uniform program shall be as follows:

A. Effective November 21, **2011** the annual allowance for all eligible employees shall be increased from present **$371.00** per annum to **$390.00** per annum; and from present **$159.00** per annum to **$167.00** per annum. The increase shall become effective on the employee's anniversary date.

Effective November 21**, 2012** the annual allowance for all eligible employees shall be increased from **$390.00** per annum to **$399.00** per annum; and from **$167.00** per annum to **$171.00** per annum. The increase shall become effective on the employee's anniversary date.

Effective November 21**, 2013** the annual allowance for all eligible employees shall be increased from **$399.00** per annum to **$409.00** per annum; and from **$171.00** per annum to **$175.00** per annum. The increase shall become effective on the employee's anniversary date.

Effective November 21**, 2014** the annual allowance for all eligible employees shall be increased from **$409.00** per annum to **$420.00** per annum; and from **$175.00** per annum to **$180.00** per annum. The increase shall become effective on the employee's anniversary date.

B. A newly eligible employee entering the regular uniform program will receive an additional credit to the employee's allowance, as follows:

Effective November 21**, 2011**

— **$90.00** if entitled to **$390.00** per annum;

— **$20.00** if entitled to **$167.00** per annum

Effective November 21**, 2012**

— **$93.00 if entitled to $399.00 per annum;**

— **$20.00 if entitled to $171.00 per annum**

Effective November 21**, 2013**

— **$95.00 if entitled to $409.00 per annum;**

— **$21.00 if entitled to $175.00 per annum**

Effective November 21**, 2014**

— **$97.00 if entitled to $420.00 per annum;**

— **$21.00 if entitled to $180.00 per annum**

An eligible employee cannot receive this additional credit more than once; however, the current procedures regarding employees transferring from one allowance category to another shall be continued.

Section 3. Annual Allowance - Work Clothing Program

The annual allowance for eligible employees in the Work Clothes Program and Contract Uniform Program shall be as follows:

Clerical, Motor Vehicle, Maintenance (eligible) - work clothes

— **$79.00** effective November 21, **2011**

— **$81.00** effective November 21, **2012**

— **$83.00** effective November 21, **2013**

— **$85.00** effective November 21, **2014**

Custodial Maintenance (eligible) - contract uniform

— **$150.00** effective November 21, **2011**

— **$154.00** effective November 21, **2012**

— **$158.00** effective November 21, **2013**

— **$162.00** effective November 21, **2014**

Vehicle Maintenance (eligible) - contract uniform

— **$190.00** effective November 21, **2011**

— **$195.00** effective November 21, **2012**

— **$200.00** effective November 21, **2013**

— **$205.00** effective November 21, **2014**

The increase shall become effective on the employee's anniversary date.

ARTICLE 27
EMPLOYEE CLAIMS

Subject to a $10 minimum, an employee may file a claim within fourteen (14) days of the date of loss or damage and be reimbursed for loss or damage to his/her personal property except for motor vehicles and the contents thereof taking into consideration depreciation where the loss or damage was suffered in connection with or incident to the employee's employment while on duty or while on postal premises. The possession of the property must have been reasonable, or proper under the circumstances and the damage or loss must not have been caused in whole or in part by the negligent or wrongful act of the employee. Loss or damage will not be compensated when it resulted from normal wear and tear associated with day-to-day living and working conditions.

Claims should be documented, if possible, and submitted with recommendations by the Union steward to the Employer at the local level. The Employer will submit the claim, with the Employer's and the steward's recommendation, within 15 days, to the Area office for determination. The claim will be adjudicated within thirty (30) days after receipt at the Area office. An adverse determination on the claim may be appealed pursuant to the procedures for appealing an adverse decision in Step 3 of the grievance-arbitration procedure.

A decision letter denying a claim in whole or in part will include notification of the Union's right to appeal the decision to arbitration under Article 15.

The Area office will provide to the Union's Regional Representative a copy of the denial letter referenced above, the claim form, and all documentation submitted in connection with the claim.

The installation head or designee will provide a copy of the denial letter to the steward whose recommendation is part of the claim form.

The above procedure does not apply to privately owned motor vehicles and the contents thereof. For such claims, employees may utilize the procedures of the Federal Tort Claims Act in accordance with Part 250 of the Administrative Support Manual.

The procedure specified therein shall be the exclusive procedure for such claims, which shall not be subject to the grievance-arbitration procedure.

A tort claim may be filed on SF 95 which will be made available by the installation head, or designee.

(The preceding Article, Article 27, shall apply to **PSEs**)

ARTICLE 28
EMPLOYER CLAIMS

The parties agree that continued public confidence in the Postal Service requires the proper care and handling of the USPS property, postal funds and the mails. In advance of any money demand upon an employee for any reason, the employee must be informed in writing and the demand must include the reasons therefor.

Section 1. Shortages in Fixed Credits

Employees who are assigned fixed credits or vending credits shall be strictly accountable for the amount of the credit. If any shortage occurs, the employee shall be financially liable unless the employee exercises reasonable care in the performance of his duties. In this regard, the Employer agrees to:

A. Continue to provide adequate security for all employees responsible for postal funds;

B. Prohibit an employee from using the fixed credit or other financial accountability of any other employee without permission;

C. Grant the opportunity to an employee to be present whenever that employee's fixed credit is being audited and if the employee is not available to have a witness of the employee's choice present;

D. Absolve an employee of any liability for loss from cashing checks if the employee follows established procedures; and

E. Audit each employee's fixed credit no less frequently than once every four months.

(See Memo, page 361)

Section 2. Loss or Damage of the Mails

An employee is responsible for the protection of the mails entrusted to the employee. Such employee shall not be financially liable for any loss, rifling, damage, wrong delivery of, or depredation on, the mails or failure to collect or remit C.O.D. funds unless the employee failed to exercise reasonable care.

Section 3. Damage to USPS Property and Vehicles

An employee shall be financially liable for any loss or damage to property of the Employer including leased property and vehicles only when the loss or damage was the result of the willful or deliberate misconduct of such employee.

Section 4. Collection Procedure

A. If a grievance is initiated and advanced through the grievance-arbitration procedure or a petition has been filed pursuant to the Debt Collection Act, regardless of the amount and type of debt, collection of the debt will be delayed until disposition of the grievance and/or petition has (have) been had, either through settlement or exhaustion of contractual and/or administrative remedies.

B. No more than 15 percent of an employee's disposable pay or 20 percent of the employee's biweekly gross pay whichever is lower, may be deducted each pay period to satisfy a postal debt, unless the parties agree, in writing, to a different amount.

(The preceding Article, Article 28, shall apply to **PSEs**)

ARTICLE 29
LIMITATION ON REVOCATION OF DRIVING PRIVILEGES

An employee's driving privileges, may be revoked or suspended when the on-duty record shows that the employee is an unsafe driver.

Elements of an employee's on-duty record which may be used to determine whether the employee is an unsafe driver include but are not limited to, traffic law violations, accidents or failure to meet required physical or operation standards.

The report of the Safe Driver Award Committee cannot be used as a basis for revoking or suspending an employee's driving privileges. When a revocation, suspension, or reissuance of an employee's driving privileges is under consideration, only the on-duty record will be considered in making a final determination. An employee's driving privileges will be automatically revoked or suspended concurrently with any revocation or suspension of State driver's license and restored upon reinstatement. Every reasonable effort will be made to reassign such employee to non-driving duties in the employee's craft or in other crafts. In the event such revocation or suspension of the State driver's license is with the condition that the employee may operate a vehicle for employment purposes, the employee's driving privileges will not be automatically revoked. When revocation, suspension, or reissuance of an employee's driving privileges is under consideration based on the on-duty record, such conditional revocation or suspension of the State driver's license may be considered in making a final determination.

Initial issuance—an employee shall be issued a Certificate of Vehicle Familiarization and Safe Operation when such employee has a valid State driver's license, passes the driving test of the U.S. Postal Service, and has a satisfactory driving history.

An employee must inform the supervisor immediately of the revocation or suspension of such employee's State driver's license.

(See Memo, page 362)

ARTICLE 30
LOCAL IMPLEMENTATION

A. Presently effective local memoranda of understanding not inconsistent or in conflict with the **2010** National Agreement shall remain in effect during the term of this Agreement unless changed by mutual agreement pursuant to the local implementation procedure set forth below or, as a result of an arbitration award or settlement arising from either party's impasse of an item from the presently effective local memorandum of understanding.

B. There shall be a 30 consecutive day period of local implementation which shall occur within a period of 60 days commencing **August 1, 2011** on the 22 specific items enumerated below, provided that no local memorandum of understanding may be inconsistent with or vary the terms of the **2010** National Agreement:

1. Additional or longer wash-up periods.
2. The establishment of a regular work week of five days with either fixed or rotating days off.
3. Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.
4. Formulation of local leave program.
5. The duration of the choice vacation period(s).
6. The determination of the beginning day of an employee's vacation period.
7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

11. Determination of the date and means of notifying employees of the beginning of the new leave year.

12. The procedures for submission of applications for annual leave during other than the choice vacation period.

13. The method of selecting employees to work on a holiday.

14. Whether “Overtime Desired” lists in Article 8 shall be by section and/or tour.

15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.

17. The identification of assignments that are to be considered light duty within each craft represented in the office.

18. The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.

19. The assignment of employee parking spaces.

20. The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.

22. Local implementation of this Agreement relating to seniority, reassignments and posting.

C. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the national Union President or the Vice-President, Labor Relations. The request for arbitration must be submitted in accordance with the Memorandum of Understanding regarding Local Implementation. However, where there is no agreement and the matter is not referred to arbitration, the provisions of the former local memorandum of understanding shall apply. The Employer may challenge a provision(s) of a local memorandum of understanding on "inconsistent or in conflict" grounds only by making a reasonable claim during the local implementation process that a provision(s) of a local memorandum of understanding is inconsistent or in conflict with new or amended provisions of the current National Agreement that did not exist in the previous National Agreement, or with provisions that have been amended subsequent to the effective date of the previous National Agreement. If local management refuses to abide by a local memorandum of understanding on "inconsistent or in conflict" grounds and an arbitrator subsequently finds that local management had no reasonable basis for its claim, the arbitrator is empowered to issue an appropriate remedy.

(See Memo, page 364)

D. In the event of a mid-term change or addition in the National Agreement, local management may challenge a provision(s) of a local memorandum of understanding subsequent to the local implementation period, but only by making a reasonable claim that a provision(s) of a local memorandum of understanding is inconsistent or in conflict with the changed provision(s) of the National Agreement. The challenged provision(s) declared to be inconsistent or in conflict with the National Agreement shall remain in effect for 120 days from the date on which the Union is notified in writing of management's challenge or the date of an arbitrator's award dealing with management's challenge, whichever is sooner.

E. An alleged violation of the terms of a memorandum of understanding shall be subject to the grievance-arbitration procedure.

F. When installations are consolidated or when a new installation is established, the parties shall conduct a thirty (30) day period of local implementation, pursuant to Section B. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the national Union President or the Vice-President, Labor Relations. The request for arbitration must be submitted within 10 days of the end of the local implementation period.

G. Where the Postal Service, pursuant to Section C, submits a proposal remaining in dispute to arbitration, which proposal seeks to change a presently-effective Local Memorandum of Understanding, the Postal Service shall have the burden of establishing that continuation of the existing provision would represent an unreasonable burden to the USPS.

ARTICLE 31
UNION-MANAGEMENT COOPERATION

Section 1. Membership Solicitation

The Union may, through employees employed by the Employer, solicit employees for membership in the Union and receive Union dues from employees in non-work areas of the Employer's premises, provided such activity is carried out in a manner which does not interfere with the orderly conduct of the Employer's operation.

Section 2. Computer Tapes

The Employer shall, on an accounting period basis, provide the Union at its national headquarters with a computer tape containing information as set forth in the Memorandum of Understanding regarding Article 31.

(See Memo, page 366)

Section 3. Information

The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.

Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or his designee. All other requests for information shall be directed by the National President of the Union to the Vice-President, Labor Relations.

Nothing herein shall waive any rights the Union may have to obtain information under the National Labor Relations Act, as amended.

(The preceding Article, Article 31, shall apply to **PSEs**)

ARTICLE 32
SUBCONTRACTING

Section 1. General Principles

A. The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.

(See Memos, pages 369, 371, 372, 404 and 412)

B. The Employer will give advance notification to the Union at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet with the Union while developing the initial Comparative Analysis report. The Employer will consider the Union's views on costs and other factors, together with proposals to avoid subcontracting and proposals to minimize the impact of any subcontracting. A statement of the Union's views and proposals will be included in the initial Comparative Analysis and in any Decision Analysis Report relating to the subcontracting under consideration. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Union.

C. When a decision has been made at the Field level to subcontract bargaining unit work, the Union at the Local level will be given notification.

Section 2. Motor Vehicle Craft-Highway Movement of Mail

A. The American Postal Workers Union, AFL-CIO, and the United States Postal Service recognize the importance of service to the public and cost to the Postal Service in selecting the proper mode for the highway movement of mail. In selecting the means to provide such transportation the Postal Service will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees.

B. For highway contracts covered by Article 32, Section 2, the Union will be furnished the information enumerated in Paragraph C below. This information will be furnished at least sixty (60) days prior to the scheduled installation of the service. Within forty (40) days of being furnished such information, the Union may request a meeting to discuss a specific contract(s). Within forty-five (45) days of being furnished such information, the parties will exchange the basic cost analyses in order to facilitate discussions. The parties will meet on or before the sixtieth (60th) day. At no time will the subject highway contract(s) for which a meeting has been requested be awarded prior to the actual meeting.

C. The information will include the following in a concise summary form:

1. A statement of service including frequency, time of departure and arrival, annual mileage, and proposed effective date of contract.

2. Equipment requirements. If not comparable to standard USPS equipment available at that facility, the reasons therefore along with the cubic foot justification are to be provided.

3. A statement as to whether the proposed contract is a renewal of an existing contract and/or a partial or completely new contract solicitation.

4. For contract renewals, the current contractual cost is to be provided along with any specifics, if the terms of the renewal are modified to whatever degree.

5. If the new contract solicitation replaces in part or in whole existing Postal Vehicle Service (PVS) service, specifics as to the existing PVS service are to be provided as to the span of operating time, equipment utilized, annual cost, how the PVS employees impacted will otherwise be utilized and the projected United States Postal Service cost for subcontracting the work in question.

D. Should there subsequently be substantive modifications in the information provided the Union in C above, the Union will be notified as soon as such decision is made.

E. The parties agree that the following factors will be used in any cost comparisons of the type of transportation mode to be selected:

1. The Motor Vehicle employee costs for Motor Vehicle Operators will be the average cost of Level 6 Motor Vehicle Operators and the Motor Vehicle employee costs for Tractor-Trailer Operators will be the average cost of Level 7 for Tractor-Trailer Operators, as per these employees' straight time wages inclusive of fringe benefits. The average of each level will be a weighted average based on the number of employees in each step of the respective levels and their respective wages. The Motor Vehicle employee costs will be updated within 30 days following each salary adjustment for the Motor Vehicle Craft.

2. The vehicle costs will be computed from the last four quarters of the Vehicle Make/Model Cost Reports. These costs will be computed separately for each Area. The parties will consider an adjustment for exceptional cost variances.

3. The Postal Vehicle Service will be charged 10 minutes at the start and 10 minutes at the end of each route, regardless of the vehicle used.

F. For all routes for which the Union submitted a cost comparison, if a contract is awarded, the Union will be furnished the cost of such contract.

G. These provisions shall be applicable when evaluating the type of service to be provided for routes that are:

1. A fixed annual rate contract over $100,000 per annum, but not more than 350 miles in round-trip length, and

2. An annual rate or non-annual rate contract such as local drayage, spotting or shuttle service where the estimated annual compensation will exceed $45,000, and

3. Not more than 8 hours in operating time from terminus to terminus.

4. Being then operated by bargaining unit employee(s) of the Motor Vehicle Craft, regardless of annual cost, round-trip length or operating time.

H. The information will be furnished for all routes covered by this Section and subject to renewal, extension, conversion of existing postal vehicle service to highway contract service or new highway contract service subject to the limitations stated herein. The following contracts are not encompassed by this Section: services involving collection and box delivery; small

contract operations in areas where no Postal Vehicle Service operation is currently operating and where Postal Vehicle Service operation is economically unfeasible; or any star route contracts let on a temporary or emergency basis.

I. The parties recognize that specific conditions may justify and require alteration of the time requirements specified herein.

(See Memo, page 412)

Section 3. Joint Committee

There shall be established at the national level, as a subcommittee of the national level Joint Labor-Management Committee, a joint committee to study the problems in this area leading towards a meaningful evolutionary approach to the issue of subcontracting.

(The preceding Article, Article 32, shall apply to **PSEs**)

ARTICLE 33
PROMOTIONS

Section 1. General Principles

The Employer agrees to place particular emphasis upon career advancement opportunities. First opportunity for promotions will be given to qualified career employees. The Employer will assist employees to improve their own skills through training and self-help programs, and will continue to expand the Postal Employee Development Center concept.

Section 2. Craft Promotions

When an opportunity for promotion to a craft position exists in an installation, an announcement shall be posted on official bulletin boards soliciting applications from employees of the appropriate craft. Craft employees meeting the qualifications

for the position shall be given first consideration. Qualifications shall include, but not be limited to, ability to perform the job, merit, experience, knowledge, and physical ability. Where there are qualified applicants, the best qualified applicant shall be selected; however, if there is no appreciable difference in the qualifications of the best of the qualified applicants and the Employer selects from among such applicants, seniority shall be the determining factor. Written examinations shall not be controlling in determining qualifications. If no craft employee is selected for the promotion, the Employer will solicit applications from all other qualified employees within the installation.

Promotions to positions enumerated in the craft Articles of this Agreement shall be made in accordance with such Articles by selection of the senior qualified employee bidding for the position.

Section 3. Examinations

When an examination is given, there shall be no unreasonable limitation on the number of examinations that may be taken by an applicant.

ARTICLE 34
WORK AND/OR TIME STANDARDS

A. The principle of a fair day's work for a fair day's pay is recognized by all parties to this Agreement.

B. The Employer agrees that any work measurement systems or time or work standards shall be fair, reasonable and equitable. The Employer agrees that the Union concerned through qualified representatives will be kept informed during the making of time or work studies which are to be used as a basis for changing current or instituting new work measurement systems or work or time standards. The

Employer agrees that the National President of the Union may designate a qualified representative who may enter postal installations for purposes of observing the making of time or work studies which are to be used as the basis for changing current or instituting new work measurement systems or work or time standards.

C. The Employer agrees that before changing any current or instituting any new work measurement systems or work or time standards, it will notify the Union concerned as far in advance as practicable. When the Employer determines the need to implement any new nationally developed and nationally applicable work or time standards, it will first conduct a test or tests of the standards in one or more installations. The Employer will notify the Union at least 15 days in advance of any such test.

D. If such test is deemed by the Employer to be satisfactory and it subsequently intends to convert the test to live implementation in the test cities, it will notify the Union at least 30 days in advance of such intended implementation. Within a reasonable time not to exceed 10 days after the receipt of such notice, representatives of the Union and the Employer shall meet for the purpose of resolving any differences that may arise concerning such proposed work measurement systems or work or time standards.

E. If no agreement is reached within five days after the meetings begin, the Union may initiate a grievance at the national level. If no grievance is initiated, the Employer will implement the new work or time standards at its discretion.

If a grievance is filed and is unresolved within 10 days, and the Union decides to arbitrate, the matter must be submitted to priority arbitration by the Union within five days. The conversion from a test basis to live implementation may proceed in the test cities, except as provided in Paragraph I.

F. The arbitrator's award will be issued no later than 60 days after the commencement of the arbitration hearing. During the period prior to the issuance of the arbitrator's award, the new work or time standards will not be implemented beyond the test cities, and no new tests of the new standards will be initiated. Data gathering efforts or work or time studies, however, may be conducted during this period in any installation.

G. The issue before the arbitrator will be whether the national concepts involved in the new work or time standards are fair, reasonable and equitable.

H. In the event the arbitrator rules that the national concepts involved in the new work or time standards are not fair, reasonable and equitable, such standards may not be implemented by the Employer until they are modified to comply with the arbitrator's award. In the event the arbitrator rules that the national concepts involved in the new work or time standards are fair, reasonable and equitable, the Employer may implement such standards in any installation. No further grievances concerning the national concepts involved may be initiated.

I. After receipt of notification provided for in Paragraph D of this Article, the Union shall be permitted through qualified representatives to make time or work studies in the test cities. The Union shall notify the Employer within ten (10) days of their intent to conduct such studies. The Union studies shall not exceed one-hundred fifty (150) days, from the date of such notice, during which time the Employer agrees to postpone implementation in the test cities for the first ninety (90) days. There shall be no disruption of operations or of the work of employees due to the making of such studies. Upon request, the Employer will provide reasonable assistance in making the study, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably

incurred in providing such assistance. Upon request, the Union representative shall be permitted to examine relevant available technical information, including final data worksheets, that were used by the Employer in the establishment of the new or changed work or time standards. The Employer is to be kept informed during the making of such Union studies and, upon the Employer's request the Employer shall be permitted to examine relevant available technical information, including final data worksheets, relied upon by the Union.

(The preceding Article, Article 34, shall apply to **PSEs**)

ARTICLE 35
EMPLOYEE ASSISTANCE PROGRAM

Section 1. Programs

The Employer and the Union express strong support for programs of self-help. The Employer shall provide and maintain a program which shall encompass the education, identification, referral, guidance and follow-up of those employees afflicted by the disease of alcoholism and/or drug abuse. When an employee is referred to the EAP by the Employer, the EAP staff will have a reasonable period of time to evaluate the employee's progress in the program.

This program of labor-management cooperation shall support the continuation of the EAP for alcohol and/or drug abuse at the current level. In addition to the current EAP, the EAP will be expanded, as provided in Section 2 hereof, to encompass the education, identification, referral and guidance of:

1. employees' family members afflicted with alcoholism and/or drug abuse which could or does have a negative impact on the employee's work performance, and

2. those employees and their families experiencing other family and/or personal problems which could or do have a negative impact on the employee's work performance.

An employee's voluntary participation in the EAP for assistance with alcohol and/or drug abuse will be considered favorably in disciplinary action proceedings.

Section 2. Joint Committee

For the term of the **2010** National Agreement, the Employer and the Union agree to work jointly in the development of the expanded EAP and in improvements in the existing EAP. The parties agree to establish at the national level a National EAP Committee. The Committee will have responsibility for jointly:

1. assessing the effectiveness of EAPs operating inside and outside the USPS, and
2. developing on an ongoing basis the general guidelines with respect to the level of services and the mechanisms by which the services will be provided.

The Committee is not responsible for day-to-day administration of the program.

The Committee shall convene at such times and places as it deems appropriate during the term of the **2010** National Agreement. No action or recommendations may be taken by the Committee except by consensus of its members. In the event that the members of the Committee are unable to agree within a reasonable time on an appropriate course of action with respect to any aspect of its responsibility, the Vice-President, Labor Relations, and the National Union President shall meet to resolve such issues.

The Committee will submit to the Vice-President, Labor Relations, and the President of the Union, a comprehensive report on the general guidelines for changes, if any, in the level

of EAP services and the mechanism by which the services will be provided.

The Committee is authorized to obtain expert advice and assistance to aid its pursuit of its objectives. The apportionment of any fees and expenses for any such experts shall be by consensus of the Committee.

The Employer and the Union agree that they will cooperate fully at all levels towards achieving the objectives of the EAP.

This joint effort will continue for the term of the **2010** National Agreement.

ARTICLE 36
CREDIT UNIONS AND TRAVEL

Section 1. Credit Unions

In the event that the Union signatory to this Agreement or its local Unions (whether called locals or by other names) presently operate or shall hereafter establish and charter credit unions, the Employer shall, without charge, authorize and provide space, if available, for the operation of such credit unions in Federal buildings, in other than workroom space.

Any postal employee who is an employee of any such credit union or an officer, official, or Board member of any such credit union, shall, if such employee can be spared, be granted annual leave or leave without pay, at the option of the employee, for up to eight (8) hours daily, to perform credit union duties.

Section 2. Travel, Subsistence and Transportation

A. The Employer shall continue the current travel, subsistence and transportation program.

B. Employees will be paid a mileage allowance for the use of privately owned automobiles for travel on official business when authorized by the Employer equal to the standard mileage rate for use of a privately owned automobile as authorized by the General Services Administration (GSA). Any change in the GSA standard mileage rate for use of a privately owned automobile will be put into effect by the Employer within sixty (60) days of the effective date of the GSA change.

C. All travel for job-related training will be considered compensable work hours.

(The preceding Article, Article 36, shall apply to **PSEs**)

ARTICLE 37
CLERK CRAFT

Section 1.	Definitions
Section 2.	Seniority
Section 3.	Posting, Bidding, and Application
Section 4.	Unencumbered Employees
Section 5.	Conversion/Part-Time Flexible Preference
Section 6.	Anti-Fatigue Measures
Section 7.	Scheme Committee
Section 8.	Computerized Forwarding System
Section 9.	Listing of Key and Standard Positions

Section 1. Definitions

A. Craft Group. Those positions for which the Union has secured exclusive recognition at the national level.

B. Duty Assignment. A set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.

C. Bid. A written request submitted on a PS Form 1717, or PS Form 1717A, or locally designed multi-bid form, which requires only the basic information on PS Form 1717, to the installation head to be assigned to a duty assignment by a full-time employee eligible to bid. In the absence of a standard bid form, a bid submitted in writing will be accepted. When computerized bidding is available to all employees in a facility, telephone and computerized bidding is mandatory. Where telephone bidding is the only alternative form of bidding, bids may be submitted by telephone.

D. Application. A written request by a Clerk Craft employee for consideration for a duty assignment for which the employee is not entitled to submit a bid or express a preference under Article 37, Section 5.

E. Abolishment. A management decision to reduce the number of occupied duty assignment(s) in an established section and/or installation.

F. Reversion. A management decision to reduce the number of duty assignments in an installation when such duty assignment(s) is/are vacant.

G. Reposting. The posting of a duty assignment as required by Article 37, Section 3.A.4.a, b, or c.

H. Residual Vacancy. A duty assignment that remains vacant after the completion of the voluntary bidding process.

I. Conversion. The act of changing the status of a part-time flexible employee to full-time regular by appropriate personnel action (Form 50).

J. Currently Qualified. Possessing a live record on all of the qualifications for a posted duty assignment, including scheme and/or the ability to key at the appropriate speed and accuracy on the appropriate keyboard, such that the employee

can assume the posted duties of the duty assignment without the need for a deferment period.

K. Live Record. A record of qualification which makes an employee qualified, for bidding purposes, on a particular scheme, skill, or other qualification requirement. A live record begins when an employee qualifies on the requirement. Its duration is as follows:

1. Except for positions listed in Section 3.F.7, a live record lasts for two years after the employee ceases to perform the duties which require the skill.
2. For positions listed in Section 3.F.7, a live record lasts for five years after the employee ceases to perform the duties which require the skill.
3. A full-time regular employee is considered to cease performing the duties which require a skill when the employee no longer holds a bid requiring the skill.

L. Brush-up Training. Training provided to an employee who is a successful bidder or is assigned to a duty assignment for which the employee is deemed to be currently qualified.

(See Memo, page 397)

Section 2. Seniority

A. Introduction

1. The U.S. Postal Service and the APWU, Clerk Craft Division, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices.
2. This Article will continue relative seniority standings properly established under past instructions, rules, and practices and the Article shall be so applied. If an employee requests a correction of seniority

standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

B. Coverage

These rules apply to all employees in the regular work force when a guide is necessary for filling vacant assignments and for other purposes. No employee, solely by reason of this Article, shall be displaced from an assignment the employee gained in accord with former rules.

C. Responsibility

The Employer is responsible for day-to-day application of the seniority provisions of this Article. The installation head shall post and furnish a copy of an updated seniority list to the local union on a semi-annual basis, unless otherwise negotiated locally. The application of this Article shall be open to negotiation at the installation level with the designated official of the Union.

D. Application of Seniority

1. Seniority for full-time employees for bidding and other purposes shall be applied in accordance with the National Agreement. This seniority determines the relative standing among full-time employees. It begins on the date of entry into the Clerk Craft in an installation and continues to accrue as long as service is uninterrupted in the Clerk Craft and in the same installation, except as otherwise specifically provided for.

2. **Reassignment of Part-Time Flexible Employees to the Clerk Craft**

   When a part-time flexible employee is voluntarily or involuntarily reassigned to the Clerk Craft from another craft, the employee shall be assigned to the bottom of the part-time flexible roll and begin a new period of seniority effective the date of reassignment.

3. **Relative Standing on the Part-Time Flexible Roll**

   a. Part-time flexible employees are placed on the part-time flexible roll in the order of the date of career appointment as a part-time flexible from a competitive Postal Service eligible register or other means. In cases of appointment of more than one employee to the part-time flexible roll on the same day from the same competitive register, their positions on the part-time flexible roll will be in accord with their standing on the Postal Service eligible register.

      In cases of appointment of more than one employee to the part-time flexible roll on the same day from different registers, their positions on the part-time flexible roll will be determined in accordance with their scores on the entrance examination applicable to the position for which hired.

      If a tie still exists, standing on the part-time flexible roll will be determined by the application of Section 2.D.4 below.

   b. A reinstated, reassigned, or transferred employee shall be placed on the part-time

flexible roll ahead of one appointed from the register on the same day.

c. Continuous time in the Clerk Craft in the same installation shall be used for vacation scheduling.

4. **Seniority Tie Breaker**

Except as otherwise specifically provided for in this Agreement, when it is necessary to resolve a tie in seniority between two or more Clerk Craft employees, the following criteria shall apply in the order set forth below:

a. Total continuous postal career service in the Clerk Craft within the installation.

b. Total postal career service in the Clerk Craft within the installation.

c. Total postal career service in the Clerk Craft.

d. Total postal career service within the installation.

e. Total postal career service.

f. Total postal service.

g. Total Federal service as shown in the service computation date.

h. Numerical by the last three or more numbers (using enough numbers to break the tie, but not fewer than three numbers) of the employee's social security number, from the lowest to highest.

(See Memo, page 422)

5. **Changes in Which Seniority is Regained, Restored or Retained**

   a. **Reemployment After Disability Separation.** On reinstatement or reemployment after separation caused by disability, disability retirement, retirement or resignation because of personal illness and the employee so stated in the resignation and furnished satisfactory evidence for inclusion in the employee's personnel folder, the employee's seniority shall be the same as if employment had not been interrupted if reinstated or reemployed in the same postal installation and craft from which originally separated; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from The Compensation Group, Office of Personnel Management, and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner. When reinstatement is to the part-time flexible roll, standing on the roll shall be the same as if employment had not been interrupted by the separation.

   b. **Restoration.** On restoration in the same craft in the same installation after return from military service, the employee's seniority shall be the same as if employment had not been interrupted by the separation.

   c. **Employees Electing Reassignment.** Any senior Clerk Craft employee in the same level and status in the installation may elect to be

reassigned to the gaining installation in lieu of an involuntary reassignment of a junior employee.

(1) Senior regular clerks who elect to be reassigned to the gaining installation will take their seniority with them. Such senior employees who accept reassignment to the gaining installation do not have retreat rights.

(2) Senior part-time flexible employees who elect to be reassigned to the gaining installation will be placed at the bottom of the part-time flexible roll. Upon conversion to full-time, an employee's seniority for bidding purposes shall include part-time flexible service in both the losing and gaining installations.

d. Employees Requesting Transfer in Lieu of Excessing. Any regular Clerk Craft employee in an installation experiencing excessing from the Clerk Craft may request to transfer into residual vacancies within the District and/or within a one hundred (100) mile radius pursuant to Paragraph 7 of the Memo on Transfer Opportunities to Minimize Excessing.

(1) Regular clerks who voluntarily transfer to the gaining installation pursuant to Paragraph 7 of the Memo will take their seniority with them. Such senior employees who volunteer to transfer to the gaining installation do not have retreat rights.

(2) Part-time flexible employees who volunteer to transfer to the gaining installation pursuant to Paragraph 7 of the Memo will be placed at the bottom of the part-time flexible roll. Upon conversion to full-time, an employee's seniority for bidding purposes shall include part-time flexible service in both the losing and gaining installations.

(See Memo, page 422)

6. **Changes in Which Seniority is Lost**

Except as specifically provided elsewhere in this Agreement, a full-time employee begins a new period of seniority:

a. When the change is:

(1) from one postal installation to another at the employee's request.

(2) from another craft to the Clerk Craft (voluntarily or involuntarily).

b. Upon reinstatement or reemployment.

c. Upon transfer into the Postal Service.

7. **Change in Which Seniority is Modified**

When mutual exchanges are made between Clerk Craft employees in the same status in different installations, both of the exchanging employees shall take the seniority date or relative standing on the part-time flexible roll of the junior employee involved and shall be reassigned as unassigned

full-time regular or part-time flexible employees based on existing status.

Section 3. Posting, Bidding, and Application

A. Newly established and vacant Clerk Craft duty assignments shall be posted as follows:

1. All newly established Clerk Craft duty assignments shall be posted to craft employees eligible to bid within 28 days. All vacant duty assignments, except those positions excluded by the provisions of Article 1, Section 2, shall be posted within 28 days unless such vacant duty assignments are reverted. **Every effort will be made to create desirable duty assignments from all available work hours for career employees to bid.**

   a. **Full-time duty assignments.**

      (1) Newly established full-time duty assignments are posted to full-time employees eligible to bid.

      (2) Vacant full-time duty assignments are posted to full-time employees eligible to bid.

2. **Reversion.** When a vacant duty assignment is under consideration for reversion, the local Union President will be given an opportunity for input prior to a decision. The decision to revert or not to revert the duty assignment shall be made not later than 28 days after it becomes vacant and if the vacant assignment is reverted, a notice shall be posted advising of the action taken and the reasons therefor.

3. **Withholding.** When vacancies are withheld under the provisions of Article 12, the local Union President will be notified in writing.

4. **Reposting.**

   a. When it is necessary that fixed schedule day(s) of work in the basic work week for a duty assignment be permanently changed, the affected assignment(s) shall be reposted.

   b. The determination of what constitutes a sufficient change of duties, principal assignment area or scheme knowledge requirements to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.

   c. The determination of what constitutes a sufficient change in starting time of a duty assignment to cause the duty assignment to be reposted is negotiable at the local level, provided:

      (1) No duty assignment will be reposted when the change in starting time is one hour or less.

      (2) The above criteria will also apply to cumulative changes in starting time within the life of this Agreement. Cumulative changes are changes that move the starting time outside a circle which has the starting time as its center and the agreed upon time as its radius.

      (3) The incumbent shall have the option of accepting the new reporting time, if negotiated at the local level. If the

incumbent accepts the new reporting time, the assignment will not be reposted.

(4) If the incumbent does not accept the new reporting time, the assignment will be reposted.

(5) Any occupied traditional full-time regular duty assignment which is converted to a non-traditional full-time assignment shall be reposted. Any occupied non-traditional full-time regular duty assignment which is converted to a traditional full-time assignment shall be reposted.

(6) When the total hours in the workweek of a non-traditional full-time assignment are changed, the assignment shall be reposted.

d. When duty assignments are reposted in accordance with a., b., or c. above, such repostings of level **6**, **7**, and **8** duty assignments will be limited to employees within the same and higher salary levels and status; and repostings of level **5** duty assignments will be limited to those employees in that salary level and status.

Subsequent postings which result from a reposted duty assignment will be limited to employees within the above salary levels until a residual vacancy is identified. Residual

vacancies which result from repostings will be filled in the following order:

(1) Assign any unencumbered employees in the same salary level who are available for assignment, in accordance with Section 4.C.1.

(2) Post to full-time employees in all levels who are eligible to bid.

(3) If no bidders, assign unencumbered lower level employees in accordance with Section 4.C.1.

e. Duty assignments within multicraft positions shall not be reposted due to changes in hours, off days, or duties. A multicraft position is a position from which a duty assignment is posted for bid to employees from more than one craft and is awarded based on seniority.

f. If the decision is to repost an occupied duty assignment and there are two or more identical (hours, off days and duties) assignments within the section, the duty assignment of the junior incumbent of such assignment will be reposted.

5. In instances where more than one duty assignment is posted, clerks may indicate preferences on the bid form or in the telephone or computerized bidding process.

6. An employee who has submitted a bid shall have the right to cancel the bid, in writing or in the telephone or computerized bidding process, at any time before the closing time (hour and date) of the posting. Such cancellation, to be official, shall be

date stamped or processed by telephone or computer (with confirmation). An employee may not cancel a bid after the closing time of the posting.

7. **Best Qualified Positions**

   a. All newly established and vacant duty assignments in a best qualified position shall be posted for bid to full-time employees encumbered in duty assignments in the same salary level and same best qualified position, except when a vacant assignment(s) is being considered for reversion. The successful bidder must be placed in the duty assignment within 28 days after the successful bidder notice is posted, except in the month of December.

   b. The residual vacancy, as defined in Section 1 of this Article, will be posted for application unless the vacancy is being withheld pursuant to Article 12. The application process must be completed within 42 days. The successful applicant must be placed in the duty assignment within 28 days after the successful applicant notice is posted, except in the month of December.

   c. Incumbents in each best qualified position and salary level will be in a separate category for Article 12 excessing purposes. These categories will be separate from senior qualified positions.

8. Clerks temporarily detailed to a nonbargaining-unit position (204b) may not bid**,** express Article 37.5 preferences, exercise Article 12 retreat rights, or apply for vacant Clerk Craft duty assignments while

so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a 204b detail and returning to their craft position. Upon return to the craft position, such employees may exercise their right to bid or apply for vacant Clerk Craft duty assignments.

The duty assignment of a clerk detailed to a nonbargaining-unit position, including a nonbargaining-unit training program, in excess of **ninety (90) days** shall be declared vacant and shall be posted for bid in accordance with this Article. Upon return to the craft the employee will become an unassigned clerk with a fixed schedule.

A clerk temporarily detailed to a nonbargaining-unit position will not be returned to the craft solely to circumvent the provisions of Section 3.A.8. **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. For bidding purposes, this circumvention provision must be met prior to the date of posting the award notice of senior or successful bidder or applicant. For reposting purposes, this circumvention provision must begin prior to the end of the ninety (90) days.** This is not an item subject to local implementation.

Form 1723, Notice of Assignment, shall be used in detailing clerks to temporary nonbargaining-unit positions (204b). The Employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details.

Employees detailed to nonbargaining-unit positions are not entitled to out-of-schedule premium.

9. **Filling Positions Upgraded at the National Level**

a. When an occupied Clerk Craft position is upgraded on the basis of the present duties:

(1) The incumbent will remain in the upgraded job provided the employee has been in that job for more than one year.

(2) The job will be posted for bid or application in accordance with the Agreement if the incumbent has not been in the job for more than one year.

b. When an occupied Clerk Craft position is upgraded on the basis of duties which are added to the position:

(1) The incumbent will remain in the upgraded job provided the employee has been in that job for more than one year. The year of required incumbency in the job begins when the duty or duties were added which permitted the job to be reranked.

(2) The job will be posted for bid or application in accordance with the Agreement if the incumbent has not been in the job more than one year since the date when the duty or duties were added which later permitted the job to be reranked.

10. Full-time Clerk Craft employees may use their seniority to bid on any senior qualified assignment involving a change in level provided the bidder meets the qualifications established for the position and the requirements in subsection a. and b. below, when applicable.

    a. Full-time Clerk Craft employees in levels PS-**6**, PS-**7**, and PS-**8** may bid and compete for vacant and newly established full-time duty assignments ranked below PS-**6**.

    b. Full-time Clerk Craft employees in levels below PS-**6** may bid and compete for vacant and newly established full-time duty assignments ranked at PS-**6**, PS-**7**, and PS-**8**.

    c. Employees in levels below PS-**6** who are promoted as a result of this section and are subsequently impacted due to technological and mechanization changes shall not be entitled to saved grade for a period of two years beginning with the effective date of promotion. This two-year restriction does not apply to employees who previously occupied the higher level.

    d. Before excessing pursuant to provisions of Article 12, employees serving their initial assignment per part a. or b. above may be excessed to their former wage level by inverse seniority provided the employee has not completed three years in the new level.

    e. Employees in levels below PS-**6** who are promoted as a result of this section will be restricted from bidding to duty assignments in PS-**6**, PS-**7**, and PS-**8** positions other than the

position description initially bid for one year from the effective date of promotion. Employees serving this bid restriction may bid on any duty assignment below PS-**6** during this one-year period. This restriction does not apply to employees who previously occupied the higher level.

11. The following PS-**7** and PS-**8** positions are filled on the basis of senior qualified:

Position Number	**Title**
KP 17	Claims Clerk Paying Office
SP 1-54	Highway Transportation Clerk
SP 2-3	Information Clerk
SP 2-4	Scheme Examiner
SP 2-12	Postage-Due Technician
SP 2-20	Clerk-Finance Station
SP 2-25	General Expediter
SP 2-26	Review Clerk
SP 2-28	Flat Sorting Machine Operator
SP 2-156	Stamp Supply Clerk
SP 2-157	Special Postal Clerk
SP 2-158	Schedule Clerk-Foreign Mail
SP 2-181	General Office Clerk-Foreign Mail
SP 2-188	Examination Specialist
SP 2-195	Vehicle Operations-Maintenance Assistant
SP 2-217	Transfer Clerk, AMF
SP 2-218	Receiving Clerk-Foreign Air Mail
SP 2-346	Procurement and Materiel Management Assistant

Position Number	Title
SP 2-362	Parcel Post Distributor-(Machine)
SP 2-385	Ramp Clerk, AMF
SP 2-387	Bulk Mail Technician
SP 2-388	Window Services Technician
SP 2-433	Self-Service Postal Center Technician
SP 2-464	Mail Classification Clerk
SP 2-465	Mail Classification Clerk
SP 2-468	Mailing Requirements Clerk
SP 2-495	Records Clerk, International Air Mail
SP 2-502	Sack Sorting Machine Operator
SP 2-633	Distribution Clerk, Machine, MPLSM
SP 2-634	Distribution Clerk, Machine, SPLSM
SP 2038	Senior Mail Processor
SP 2-44	Bulk Mail Clerk
SP 2-615	Bulk Mail Dock Clerk
SP-**1029**	Time & Attendance Collection System (TACS) Clerk
SP-**2642**	Lead Sales & Service Associate
SP 2-383	Air Records Processor
SP-XXX	**Lead Mail Processing Clerk**
SP-XXX	**Delivery/Sales Services and Distribution Associate**

B. Article 12 Exceptions – Clerk Craft

1. In the Clerk Craft, an employee(s) involuntarily excessed from the Craft or installation (Article 12.5.C.5) shall be entitled at the time of such reassignment to file a written request to return to the first vacancy in the craft and installation from which reassigned. Such request for retreat rights

must indicate whether the employee(s) desires to retreat to the same, lower, and/or higher salary level assignment and, if so, what salary level(s). The employee(s) shall have the right to bid for vacancies within the former installation and the written request for retreat rights shall serve as a bid for vacancies in the level from which the employee was reassigned and for all residual vacancies in other levels for which the employee has expressed a desire to retreat. The employee(s) may retreat to only those assignments for which the employee(s) would have been eligible to bid. If vacancies are available in the specified lower, higher or same salary level, the employee will be given the option.

Repostings occurring pursuant to Article 37, Sections 3.A.4.a, 3.A.4.b, and 3.A.4.c, are specifically excluded from the application of this subsection.

Withdrawal of a bid or failure to qualify for a vacancy or residual vacancy terminates retreat rights to the level of the vacancy. Furthermore, employee(s) electing to retreat to a lower level are not entitled to salary protection.

2. In the Clerk Craft, when excessing from a section occurs (Article 12.5.C.4), any duty assignments remaining within the section occupied by Clerks junior to the senior Clerk whose duty assignment was abolished will be posted for bid to currently qualified Clerks within the section.

3. Special excessing provisions for Best Qualified duty assignments are found at Article 37.3.A.7.c.

C. Place of Posting

1. The notice inviting bids for a duty assignment shall be posted on all official bulletin boards and available within the computerized bidding process at the installation where the vacancy exists, including stations and branches, to assure that it comes to the attention of all employees eligible to submit bids. Copies of the notice shall be given to the local Union. When absent employees have so requested in writing, stating their mailing addresses, a copy of any notice inviting bids from the Clerk Craft shall be mailed to them by the installation head.

2. Posting and bidding for duty assignments shall be installation-wide, except as otherwise provided for in this Agreement.

D. Length of Posting

The notices shall remain posted for 10 days, unless a different length for the posting period is established by local negotiations.

E. Information on Notices

Information shall be as shown below and shall be specifically stated:

1. The duty assignment by position, title and number (e.g., key or standard position).

2. PS salary level.

3. Scheme knowledge and special requirements involving training, where applicable.

4. Hours of duty (beginning and ending), and tour.

5. The principal assignment area (e.g., parcel post, incoming or outgoing in the main office, or specified station, branch, or other location(s) where the greater portion of the assignment will be performed).

   a. Management will post the duties on Mail Processing Clerk duty assignments.

6. Qualification Standards.

7. Physical requirements unusual to the specific assignment.

8. Invitation to employees to submit bids.

9. The fixed or rotating schedule or days of work, as appropriate.

F. Results of Posting

1. a. Within 10 days after the closing date for the posting (excluding December), the installation head shall post a notice listing the senior or successful bidder(s) and their seniority date(s). The senior qualified bidder meeting the qualification standards for the position shall be designated the "successful bidder." If a deferment period is required, the employee will be designated the "senior bidder."

   b. An employee will be limited to five senior unsuccessful bids during the duration of this Agreement.

   c. A senior unsuccessful bid is one on which the employee is designated the senior bidder and, due to withdrawal, failure to qualify, or other voluntary relinquishment of the employee's rights to the duty assignment, does not

become the successful bidder. If an employee exercises an option to withdraw in order to accept a duty assignment on which the employee remains a live bidder, such withdrawal does not constitute a senior unsuccessful bid.

d. An employee who has used five senior unsuccessful bids for any reason during the duration of this agreement will not be permitted further bids unless such bid:

(1) is to a duty assignment for which the employee is currently qualified;

(2) is due to elimination or reposting of the employee's duty assignment; or

(3) is required in order to retain saved grade.

2. The successful bidder must be placed in the new assignment within 28 days except in the month of December. The local agreement may set a shorter period.

3. a. When the duty assignment requires scheme knowledge, if the senior bidder is qualified on the scheme requirements of the position, assign the employee in compliance with 2 above. If the senior bidder is not qualified on the scheme requirements when the posting period is closed, permanent filling of the duty assignment shall be deferred until such employee is qualified on the scheme requirements. The deferment period shall begin the date the senior bidder is scheduled to report for training and shall be computed based on the following:

Total Number of Scheme Items	Deferment period (calendar days)
100-200	14
201-300	22
301-400	30
401-500	38
501-600	46
601-700	54
701-800	62
801-900	66
901-1000	70
1001-1100	74
1101-1200	78
1201-1300	82
1301-1400	86
1401-1500	90
1501-1600	95
1601-1700	100
1701-1800	105
1801-1900	110
1901-2000	115

Normally, the employee will begin the required training within 10 days after the posting of the senior bidder, excluding December. An employee who has scheduled leave of a week or longer (four (4) days during a holiday week) within the first twenty eight (28) days, may at his/her option, begin training upon return from the scheduled leave.

b. An employee designated the senior bidder may withdraw at any time prior to completing training and being designated the successful bidder. **If a senior bidder withdraws,** begins training and subsequently withdraws, fails to qualify, or otherwise relinquishes rights to the duty assignment, **the employee will be returned to his/her former duty assignment and the next senior bidder will be placed into training.**

c. Within 21 days after the end of the deferment period, the senior **successful** bidder shall be permanently assigned except as indicated below. A notice shall be posted stating the successful bidder. During the deferment period, the assignment normally should be filled by the detail of a qualified employee.

4. a. When the duty assignment requires machine qualifications, if the senior bidder is qualified on machine qualifications, which means the ability to key at the appropriate speed and accuracy on the appropriate keyboard, assign the employee in accordance with 2 above. If the senior bidder is not qualified when the posting period is closed, permanent filling of the duty assignment shall be deferred until the senior bidder is qualified on the machine qualifications. The hours of training established for machine qualifications shall constitute the deferment period, which shall begin on the first day the training is scheduled. Normally, the employee will begin the required training within 10 days after the posting of the senior bidder, excluding December. An employee who has scheduled leave of a week

or longer (four (4) days during a holiday week) within the first twenty-eight (28) days, may at his/her option, begin training upon return from the scheduled leave.

b. An employee designated the senior bidder may withdraw at any time prior to completing training and being designated the successful bidder. **If a senior bidder withdraws,** begins training and subsequently withdraws, fails to qualify, or otherwise relinquishes rights to the duty assignment**, the employee will be returned to his/her former duty assignment and the next senior bidder will be placed into training.**

c. Normally, the employee will begin the required training within 10 days after the posting of the senior bidder, excluding December. Within 21 days after the end of the deferment period, the senior **successful** bidder shall be permanently assigned. A notice shall be posted stating the successful bidder. The deferment period for machine qualifications training, the scheme requirements, and scheme distribution keyboard training will not be concurrent. During the deferment period, the assignment normally should be filled by the detail of a qualified employee. Where scheme knowledge is required, the provisions of Section 3.F.3 above are applicable.

d. Except as specifically provided elsewhere in this Article, no employee shall be denied the opportunity to bid or qualify on any mail sorting machine duty assignment solely

because of a previous unsuccessful attempt to qualify for a mail sorting machine duty assignment.

5. When the posted duty assignment requires a specific skill(s) where the employees must be immediately qualified, senior bidders will be given an opportunity to demonstrate the skill(s). A minimum of five senior bidders will be tested, unless one or more of the five are currently qualified. In that case, all bidders senior to the senior currently qualified employee will be tested. This demonstration occurs prior to an employee being designated as the senior bidder or the senior qualified bidder.

   a. This provision applies to the following positions/duty assignments:

      Air Records Processor, PS-**7;**

      Clerk Stenographer, PS-**6**;

      Self-Service Postal Center Technician, PS-**7**;

      All senior qualified duty assignments requiring typing skills.

   b. An employee who, as the result of a bid, attempts to demonstrate the skill(s) for one of the above positions/duty assignments and fails will be restricted from bidding on positions/duty assignments which require the same skill(s) for a period of 120 days from the date the employee attempts to demonstrate the skill.

6. Where incidental typing is required as a part of a duty assignment, such requirement must be reasonably related to the efficient performance of the responsibilities of the duty assignment.

7. The senior bidder for any of the following positions will enter a deferment period and be provided appropriate combinations of training, testing and practical demonstration of ability to perform in the actual position. Permanent assignment to the position will be deferred until successful completion of the training. If the employee does not satisfactorily complete the training or withdraws, the employee will be returned to his/her former duty assignment and the next senior bidder will be placed into training. An employee bidding from one of the positions on the list to another requiring similar essential duties will not be required to take the training.

   Window Clerk (KP 13)

   Distribution and Window Clerk (SP 2-1)

   Distribution, Window and Markup Clerk (SP 2-629)

   Window Services Technician (SP 2-388)

   Clerk — Finance Station (SP 2-20)

   Bulk Mail Clerk (SP 2-44)

   Bulk Mail Technician (SP 2-387)

   Mail Classification Clerk (MSC) (SP 2-464)

   Mail Classification Clerk (MSC) (SP 2-465)

   Mailing Requirements Clerk (SP 2-468)

   Mailing Requirements Clerk (SP 2-469)

Postage-Due Clerk (SP 2-11)

Postage-Due Technician (SP 2-12)

Self-Service Postal Center Technician (SP 2-433)

Senior Mail Processor (SP-2038)

Sales & Services Associate (SP**-2640**)

Sales, Services, & Distribution Associate (SP**-2641**)

Lead Sales & Services Associate (SP**-2642**)

Delivery/Sales Services and Distribution Associate (SP-XXX)

a. In installations where 105 or more hours of training are required for position qualification and a full-time duty assignment in any of the above position designations requires scheme qualification, the deferment period for scheme(s) and position qualification will not be concurrent.

b. An employee who is designated the senior bidder for any of the positions listed in F.7. above and who subsequently fails to satisfactorily complete the training or withdraws from the bid will be restricted from bidding on posted duty assignments in that position designation for a period of 180 days, except as provided for in (1) and (2) below. The 180 day restriction begins on the effective date of the withdrawal, or, if an examination is required, on the date the employee took the examination.

This bidding restriction does not apply if:

(1) The employee's bid duty assignment is abolished or reposted during the 180-day bidding restriction.

(2) The employee withdraws prior to completion of 25% of the position qualification training hours.

8. a. When an employee is designated as successful bidder and remains a live bidder on other bids, the employee shall notify management in writing within ten days of his/her election to remain a bidder on one or more of those assignments. The notice shall identify the assignment(s) by job and posting number. Failure to notify within ten days will cancel such other bids.

b. When an employee is in a deferment period and would be designated a senior or successful bidder on a previous bid, the employee will be given a choice to remain in training or become the senior or successful bidder on the previous bid.

c. Except as otherwise specifically provided in 3.F.3, 3.F.4, and 3.F.7, any of the following shall end the deferment period, and the duty assignment shall be filled in accordance with the provisions of this Article:

(1) The senior bidder withdraws prior to the end of the deferment period;

(2) The senior bidder is designated the senior or successful bidder on a subsequent posting during the deferment period. Eligibility to demonstrate a skill

per 3.F.5 does not end a deferment period.

(3) The senior bidder otherwise relinquishes the employee's rights (voluntarily or involuntarily) to the assignment.

d. Any withdrawal, to be official, shall be date stamped or if done by telephone or computer, must have confirmation.

9. Pursuant to the Memorandum of Understanding concerning use of full-time employees on Relief and Pool duty assignments, such assignments in the Clerk Craft shall normally be used to cover:

a. **Vacancies and a**bsences **(in their own installation or other installations as designated in the employee's bid)** of employees holding full-time bid assignments **or Postmasters** in:

(1) Stations or Branches;

(2) Window Service;

(3) Customer Service, Finance or E&LR.

b. Functions which predictably occur at the end of the accounting period (Timekeeper, Examination Specialist, etc.)

(See Memo, page 380)

10. Normally, the successful bidder shall work the duty assignment as posted and shall not be displaced by a junior employee. This does not prohibit the Employer from assigning other employees to work the assignment for training purposes.

Section 4. Unencumbered Employees

A. Coverage. Full-time flexible employees and unassigned regular employees are considered unencumbered employees.

B. An employee who becomes an unassigned regular will continue to work the same hours and scheduled days the employee worked immediately prior to becoming unassigned unless notified of a change in work schedule before expiration of the first 28 days after the date on which the employee became unassigned. Additional work schedule changes may be made, provided that such change cannot be made effective until 180 days after the effective date of any previous change.

C. Assignment of Unencumbered Employees

Assignment of unencumbered employee(s) will be made within 21 days of the duty assignment becoming residual (Article37.1) in accordance with the following:

1. Any unencumbered employee(s) who becomes unencumbered for any reason will receive saved grade (Article 37.4.C.6.a) if he/she voluntarily bids to a lower level duty assignment(s) prior to or during the involuntary assignments. Once an employee is assigned to a same or higher level duty assignment (Article 37.4.C.5) and notified in writing of an assignment this option of bidding a lower level duty assignment will no longer be available.

2. If there are sufficient same or higher level vacancies, unencumbered employees shall be involuntarily assigned to same or higher level vacancies in accordance with Article 37, Section 4.C.5.

3. If there are insufficient same or higher level vacancies to accommodate assignment of all unencumbered employees, preference eligible

employees will be placed first into the same or higher level vacancies in accordance with Article 37, Section 4.C.5.

4. After placement of the unencumbered preference eligible employees, non-preference eligible unencumbered employees will be placed in accordance with Article 37, Section 4.C.5.

5. To the Same or Higher Level

a. Employees not encumbered in bid duty assignments shall bid on duty assignments posted for bid. These employees shall be assigned to residual full-time duty assignments in the same or higher salary level for which the employees meet the minimum qualifications. The assignments will be made in the following order:

(1) Currently Qualified Employees.

Offer residual assignments by seniority to employees who are currently qualified on all of the requirements of a residual assignment. If an employee is qualified on two or more residual duty assignments, the employee will be given an option and be awarded their choice based on seniority. If assignments remain unfilled for which there are currently qualified unencumbered employees, involuntarily assign these employees by seniority.

(2) Partially Qualified Employees.

Offer residual assignments by seniority to employees who are qualified on at least

one, but not all, of the requirements of a residual assignment. If an employee is partially qualified on two or more residual duty assignments, the employee will be given an option and be awarded their choice based on seniority. If assignments remain unfilled for which there are partially qualified unencumbered employees, involuntarily assign these employees by seniority.

(3) Employees Not Currently or Partially Qualified.

Involuntarily assign employees, starting with the senior employee. When there is more than one residual vacancy, the employees will be given an option and be awarded their choice based on seniority.

b. Unencumbered clerks who are detailed to nonbargaining positions are considered to be unavailable for assignment in accordance with a. above.

6. To a Lower Level

a. Lower-level residual vacancies that still exist after application of 4.C.5 above will be offered to unencumbered employees and their preference shall be honored by seniority. Then assign unencumbered employees by inverse seniority to lower-level residual full-time assignments. If an unencumbered preference eligible employee is reached when assigning employees to lower level duty assignments in accordance with this Section (4.C.6):

(1) The most junior non-preference eligible same level Clerk Craft employee in the installation shall be reassigned to the lower level vacancy.

(2) The unencumbered preference eligible employee will then be assigned to the duty assignment previously occupied by that junior non-preference eligible employee.

(3) Any employee reassigned to a lower level duty assignment shall receive saved grade.

b. An employee who receives saved grade under this Section (4.C.6.a) will receive saved grade as follows:

(1) Employees who receive saved grade under this Section (4.C.6.a) will not be required to bid or apply for vacancies in their former wage level for a period of two years from the time they occupy the lower level duty assignment.

(2) After the two year period, employees will be expected to bid or apply to former level duty assignments for which they are qualified or may become qualified by entering a scheme deferment period.

(3) If no employee in the saved grade status bids or applies to the former level duty assignments, the junior employee(s) in the saved grade status will have their saved grade taken away.

(4) An employee in saved grade status who bids or applies for a former wage level duty assignment and is declared the senior bidder but fails to qualify, will lose saved grade protection. No more than one employee in the saved grade status group will have saved grade taken away for each former level duty assignment posted.

7. a. An employee who was not hired from a machine register and who has not subsequently passed machine training may not be involuntarily assigned to a machine duty assignment regardless of salary level. This provision does not prohibit the Employer from making a job offer to an unencumbered employee in the same level.

b. An employee hired from a machine register who has not qualified on a particular machine skill (e.g., letter sorting machine, flat sorting machine) may not be involuntarily assigned to a duty assignment requiring that machine skill until all unencumbered employees who have qualified on that machine skill have been assigned.

8. Full-time employees are assigned only to full-time residual vacancies.

D. Identification of Newly Established Duty Assignments

When the number of full-time regular Clerk Craft duty assignments in an installation is less than the number of full-time Clerks, a full-time employee remaining unencumbered for a period of 120 calendar days shall demonstrate the need

to post the newly established full-time regular duty assignment in accordance with Article 37.3.A.1.a.

This process shall continue until all unencumbered Clerks eligible to be assigned have successfully bid or been assigned to duty assignments.

Exceptions: Any full work or paid leave weeks (40 hours) during which unencumbered Clerks are: 1) detailed to non-bargaining positions; 2) identified as impacted under the provisions of Article 12.5.C (excluding 12.5.C.4); or 3) medically unsuitable for assignment, shall not be included when establishing this 120 day period.

Section 5. Conversion/Part-Time Flexible Preference

A. General Principles

1. The Employer will maintain a single merged part-time flexible roll.

2. Part-time flexible employees shall be converted to full-time in the manner set forth in this section.

3. When an opportunity exists for conversion to a vacant full-time Clerk Craft duty assignment, employees shall, in accordance with this section, exercise a preference(s) as to the duty assignment(s) they desire to be converted into based on their standing on the part-time flexible roll.

4. Part-time flexible employees who have exercised a preference and fail to qualify shall not be discharged or disciplined as a result of such failure.

5. Part-time flexible preferencing under Section 5 will occur within 28 days after the application of Section 4.C, Assignment of Unencumbered

Employees, unless such vacancies are being withheld pursuant to Article 12.

6. Normally, the senior part-time flexible stating a preference will be placed into training within 10 calendar days.

7. When a part-time flexible employee is identified as currently qualified or successfully completes the training for a stated preference, the employee should be converted to full-time and placed in the duty assignment within 28 days except in the month of December. Management should release a part-time flexible Mark-up Clerk, Automated as soon as possible, but for replacement training purposes may delay the employee's release to that duty assignment for up to 180 days after being identified as senior for conversion or training. This delay in placement does not alter the employee's normal conversion at the appropriate time.

8. If an opportunity for conversion is to a best qualified full-time Clerk Craft duty assignment, the successful applicant shall be converted. Applications from part-time flexible employees shall not be considered if sufficient (equal or greater in number than available duty assignments) full-time employees meeting the minimum qualifications apply.

9. Part-time flexible employees who express a preference may not withdraw from the assignment or from training except as specifically provided for in 10. below.

10. A part-time flexible employee in training for a stated preference who is converted to full-time, either pursuant to Article 7, Section 3.A or due to being

currently qualified on another assignment, shall have the option of either remaining in training for the stated preference or withdrawing from training.

B. Preference Requirements/Eligibilities

1. Employees are required to state a preference for duty assignments for which they are currently qualified at the same or higher level, even if they are in training for another stated preference. A Mark-up Clerk, Automated is not required to state a preference for non-Markup Clerk, Automated duty assignments.

2. Employees are not required to state a preference for duty assignments for which they are not currently qualified or are at a lower level.

3. When stating preferences, employees must list all duty assignments for which they received training and are currently qualified ahead of any duty assignment for which there is no qualifying training.

4. While in training for a stated preference, employees may not state a preference for any other duty assignment for which they are not currently qualified.

C. Procedures. When there are one or more full-time duty assignment(s) to be filled by conversion, the conversions shall be made by the following procedures, in the following order:

1. Match the number of duty assignments to be filled with the identical number of senior part-time flexibles on the roll who are eligible to state a preference on the duty assignment(s).

2. Convert and place any currently qualified part-time flexibles on the above list. Any part-time flexibles

who are currently qualified on two or more of the available duty assignments shall be given a choice, in order of their standing on the part-time flexible roll, provided their choice would not reduce the number of currently qualified employees who could be matched and converted to full time.

3. If any duty assignments remain unfilled, take preferences from all part-time flexibles who passed the required entrance examination, in order of their standing on the part-time flexible roll.

4. For each duty assignment, place the senior part-time flexible who stated a preference for that assignment into the assignment if currently qualified. If not currently qualified, place that employee into training for that assignment. Upon successful completion of the training, convert and place the employee into the assignment.

5. If the senior part-time flexible fails to qualify or withdraws pursuant to A.10 above, convert and place the next currently qualified part-time flexible.

6. If there are no remaining currently qualified part-time flexibles for a duty assignment, the senior part-time flexible hired from the appropriate register and who is not in training for another opportunity will be assigned and placed into training.

7. PTF's may not be involuntarily assigned to a lower level or to a duty assignment requiring a skill (such as typing, shorthand, etc.) for which they are not currently qualified.

Section 6. Anti-Fatigue Measures

A. The subject of fatigue as it relates to the safety and health of an employee is a proper subject for the consideration of the Joint Labor-Management Safety Committee as provided in Article 14 of the National Agreement. The Employer will continue to furnish adjustable platform stools for periods of sustained distribution as heretofore.

B. The feasibility of a study of seating devices, including seats with back supports, for the purpose of improving upon and eventually replacing the equipment termed "adjustable platform stools" heretofore supplied, as "sit-stand" devices is a proper subject for determination by the National Labor-Management Committee.

Section 7. Scheme Committee

A. The Employer agrees to having as part of the National Labor-Management Committee, a labor-management subcommittee on schemes for the consideration of appropriate matters relating to schemes.

B. Subject to any criteria established in the future by the National Labor-Management Committee, local level scheme committees will continue operation as presently constituted.

C. There shall be no annual or periodic scheme examinations.

Section 8. Computerized Forwarding System

The application of a rotation system for the Computerized Forwarding System and the subject of fatigue as it pertains to the Computerized Forwarding System will be consistent with the requirements of the applicable provisions of this Agreement.

(See Memo, page 391)

Section 9. Listing of Key and Standard Positions

The Employer will continue to furnish to the Union at the national level copies of key and standard positions including qualification standards in the Clerk Craft.

ARTICLE 38
MAINTENANCE CRAFT

Section 1.	Introduction
Section 2.	Definitions
Section 3.	Seniority
Section 4.	Posting
Section 5.	Selection Methods
Section 6.	Training
Section 7.	Special Provisions

Section 1. Introduction

All craft positions assigned to the Maintenance Craft shall be under the jurisdiction of the Maintenance Craft Division of the American Postal Workers Union, AFL-CIO. **The Employer will furnish to the Union at the national level copies of key and standard position descriptions, including qualification standards in the Maintenance Craft.**

Section 2. Definitions

A. Maintenance Craft. All employees in maintenance craft positions for which the Union has secured recognition at the national level.

B. Installations. A main post office, airport mail center or facility, terminal, bulk mail center, processing and distribution center or facility, Maintenance Support and Repair Facility or any similar organizational unit under the direction of one postal

official, together with all stations, branches and other subordinate units.

C. Duty Assignment. A set of duties and responsibilities within a recognized occupational group and level regularly scheduled during specific hours of duty.

D. Preferred Duty Assignment. A duty assignment preferred over the present duty assignment by an employee eligible to bid for such duty assignment when it is posted for bid. This bidding is done among qualified employees in the same level and occupational group as the vacant duty assignment.

E. Service Seniority. Service Seniority is based on total part-time or full-time service in the Maintenance Craft, regardless of occupational group and level. It begins with an appointment to the regular part-time or full-time work force in the Maintenance Craft. An exception is a part-time regular employee who is converted to a full-time regular position begins a new period of service seniority. Employees who were on the rolls before May 1, 1958, who had temporary or indefinite appointments, which continued to career appointments, retain seniority credit for combined temporary, indefinite and career employment which was continuous in the same position designation and installation.

F. Installation Seniority. This seniority is computed from entry into the maintenance craft in the installation. It continues to accrue so long as service in the maintenance craft and installation is uninterrupted.

G. Seniority for Preferred Assignments. This seniority determines relative standing among regular work force employees eligible to bid for preferred assignments.

1. Employees who enter into a regular work force position in a particular occupational group and level

prior to June 25, 1992, shall have seniority for preferred assignments computed from entry into regular work force position in a particular occupational group and level. It continues to accrue so long as service in the same occupational group and level, and installation is uninterrupted. See section 5.A.3. of this Article for order of placement on preferred assignment registers.

2. Employees who enter into a regular work force position in a particular occupational group and level on or after June 25, 1992, shall use installation seniority for preferred assignments. See section 5.A.3. of this Article for order of placement on preferred assignments registers.

H. Occupational Group. In the Maintenance Craft, occupational group shall be determined by position designation and level.

I. Arbitrary. The word arbitrary, when used in Article 38, shall mean a management initiated, non-disciplinary reassignment of an employee.

Section 3. Seniority

A. Introduction

The U.S. Postal Service and the Maintenance Craft Division, APWU, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices. This Section of this Article will continue relative seniority standings properly established under past instructions, rules, and regulations. Provisions of this Section of this Article shall be so applied in determining those relative seniority standings.

B. Coverage

This Seniority Section applies to all regular work force Maintenance Craft employees when it is necessary for filling vacant assignments and for other purposes. No employee solely by reason of this Article shall be displaced from an assignment he/she gained in accordance with former rules.

C. Responsibility

The installation head is responsible for day-to-day administration of seniority. The application of this Article shall be open to negotiations at the installation level with the designated agent of the Union.

D. Seniority Lists

A current seniority list shall be posted in each installation. A copy of an updated seniority list shall be furnished quarterly to the local Union. For each employee, it shall show:

1. Service seniority.
2. Seniority for preferred assignments.
3. Installation Seniority.

E. Loss of Seniority

1. Employees who change from one craft to another shall begin a new period of seniority for preferred assignment.
2. Change from one postal installation to another; except as specified under F and I below, will require the start of a new period of seniority for preferred assignment.

F. Restoration of Service Seniority, Seniority for Preferred Assignments, and Installation Seniority

Except as provided in Article 12, Section 2.B, seniority is restored as if service had been continuous upon:

1. Reemployment after Disability Separation. On reinstatement or reemployment after separation caused by disability, retirement, or resignation because of personal illness and the employee so stated this reason in the resignation and furnished satisfactory evidence for inclusion in the employee's personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same installation and in the same salary level from which separated; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from the Compensation Group, Office of Personnel Management, and in the case of resignation due to illness by statement from the applicant's attending physician or practitioner.

2. Restoration in the same installation after military duty.

3. Restoration to the employee's former position in the same installation after unwarranted or unjustified separation.

4. Involuntary reassignment to another installation.

5. Arbitrary change in the same installation to a lower PS level to the position designation and level from which promoted.

G. Reduction of Seniority for Preferred Assignments

1. If, prior to June 25, 1992, an employee was voluntarily or for disciplinary reasons changed to a lower salary level in the same installation and the salary level was in the same occupational group and level from which promoted, seniority is established as the employee's former period of seniority without credit for employment in any other higher level or levels.

2. If the change was to a lower salary level in the same installation and the level was other than the occupational group from which promoted, whether the change was for voluntary, arbitrary or disciplinary reasons, seniority is established as one day less than the junior regular work force employee in that level and occupational group or the employee's own seniority, whichever is lesser, if the employee was changed to a lower salary level prior to June 25, 1992.

3. If the change to a lower salary level occurs on or after June 25, 1992, seniority for preferred assignments shall be determined in accordance with section 2.G.2 of this Article. See section 5.A.3 of this Article for order of placement on preferred assignment registers.

H. Seniority Granted by Law

Employees who are restored to postal duty in compliance with law or regulation after military training or extended military duty lose no seniority.

I. Change in Which Seniority is Modified

The seniority for Maintenance Craft employees who are reassigned between installations as the result of a mutual

exchange in accordance with applicable provisions of the Employee and Labor Relations Manual will be established for both employees as that of the junior employee involved.

J. 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:

1. Maintenance Craft Installation Seniority
2. Maintenance Craft Service Seniority
3. Total Maintenance Craft Service
4. Total Postal Career Service
5. Total Postal Service
6. Total Federal Career Civilian Service
7. Numerical by the last 3 or more numbers (using enough numbers to break the tie, but not fewer than 3 numbers) of the employee's social security number, from the lowest to highest.

Tie breakers are applied in order until the tie is broken.

Employees excessed into the Maintenance Craft under the provisions of Article 12 shall begin a new period of seniority.

K. Excess Employees

1. Installation Seniority governs in identifying excess employees within an occupational group and level.
2. Employees excessed to lower level under Article 12 into or remaining in the Maintenance Craft shall receive saved grade. Employees receiving saved grade are required to request placement on

promotion eligibility registers in their former higher level.

3. When applying Article 12.5.C.5.a.(5), the first opportunity to return to the Maintenance Craft shall be to the first same or lower level duty assignment which remains vacant after the in-craft process for posting and filling duty assignments and for which the excessed employee is qualified.

4. When applying Article 12.5.C.5.b.(6), a Maintenance Craft employee can exercise their retreat right to any same or lower level duty assignment which remains vacant after the in-craft process for posting and filling duty assignments in their former installation and for which the excessed employee is qualified. Failure to exercise such retreat right results in the employee forfeiting future retreat rights to the occupational group and level for which the retreat was declined.

5. If return or retreat to the craft, under 3 or 4 above, is to a lower level duty assignment, the employee shall receive saved grade.

(See Memo, page 411)

Section 4. Posting

A. In the Maintenance Craft all vacant duty assignments shall be filled as follows:

1. a. When a vacant or newly established duty assignment is to be filled, the Employer shall post for a period of seven calendar days, a notice of intent that the duty assignment will be filled using the appropriate preferred assignment selection register and/or promotion eligibility register, except for newly

established positions as defined in Article 1, Section 5. Such positions shall be posted as they are created and assigned to the craft unit. A copy of the notice of intent shall be furnished to the local Union.

b. When newly established positions as defined in Article 1, Section 5, are created in an installation or when an established position, for which no promotion eligibility register has been created, is added in an installation, the Employer shall post a notice on all official bulletin boards soliciting applicants for inclusion on the promotion eligibility register. The notice shall be posted for thirty (30) calendar days. The employees who apply will receive the results of their application(s) no later than one hundred fifty (150) days from the closing date of the application period, provided the applications have been properly completed by the applicants. Within fourteen (14) days of the date of the receipt of the promotion eligibility register results, a notice of intent to fill the position shall be posted and the position filled in accordance with the provisions of Article 38.

c. In addition, any employee on sick leave or off-site training on the day of posting shall be furnished a copy of any applicable notice of intent. Employees absent for annual leave who have requested in writing, stating their mailing address, shall have a copy of any applicable notice of intent mailed to them.

2. All vacant duty assignments shall be posted by notice of intent within 30 days from when vacancy occurs. If a duty assignment has not been posted within 30 days, the installation head or designee shall advise the Union in writing as to the reasons the duty assignment is being withheld. **If a vacant assignment is reverted, a notice shall be posted within 10 days advising of the date of the reversion and the reasons therefore.**

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.**

4. When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, or that the starting time for such an assignment be changed by 2 or more hours, the affected assignment(s) shall be reposted, by notice of intent. An exception to the requirement to repost an assignment where the change in starting time is 2 or more hours may be negotiated locally. If the incumbent in the assignment has more seniority for the preferred assignment than the senior employee on the preferred assignment eligibility register for those off days or hours, the employee may remain in the duty assignment, if the employee so desires.

5. The determination of what constitutes a sufficient change of duties or principal assignment areas, to cause the duty assignment to be reposted shall be a subject of negotiations at the local level.

B. Place of Posting

The Employer agrees to post on an appropriate bulletin board the registers of eligible employees when such registers are established.

C. Information on Notice of Intent

1. The duty assignment by position title and number (e.g., key, standard, or individual position).
2. PS salary level.
3. Hours of duty (beginning and ending).
4. The principal assignment area (e.g., section and/or location of activity).
5. Qualification standards, including occupational code numbers when such standards and numbers are available.
6. The fixed or rotating schedule of days of work.
7. Physical or other special requirements unusual to the specific assignments.
8. **Duty assignment(s) identified for reversion or change (the bidding process will stop when one of the identified duty assignments is vacated).**

Section 5. Selection Methods

A. Preferred Assignment

1. The Employer will maintain and/or establish preferred assignment selection registers. During the first fourteen days in January of each year a notice advising the employees of the opportunity to submit changes in preferred assignment selections shall be posted on all official bulletin boards at the

installation, including stations and branches, to assure that it comes to the attention of all employees eligible to submit forms.

2. The employee shall indicate preference(s) in numerical order for any vacancy that may occur during that year, including tours and days off that they prefer over their current duty assignment. Change in preferred assignment selections shall be submitted on or before January 31. If requested, an employee will be allowed to review the preferred assignment registers and the employee's own preferred assignment selection form(s). If the employee does not submit a change in preferred assignment selections during this period, existing preferred assignment selections shall continue.

3. Newly established or vacant duty assignments shall be filled by senior employees on the appropriate preferred assignment registers. The relative standing for employees on the appropriate preferred assignment register shall be:

   a. employees by preferred assignment seniority who entered a particular occupational group and level in an installation prior to June 25, 1992, followed by

   b. employees by preferred assignment seniority who entered a particular occupational group and level in an installation on or after June 25, 1992.

4. All vacant or newly established craft duty assignments shall be filled from a preferred assignment register established on the basis of assignment selection forms submitted by Maintenance Craft employees.

5. Where a vacant or newly established duty assignment cannot be filled from an established preferred assignment register, and the assignment is to be filled by means of a promotion, selection shall be made from the appropriate promotion eligibility register.

6. An employee may submit a new or amended preferred assignment selection form in the following situations:

    a. the employee is promoted;

    b. the employee's duty assignment is eliminated;

    c. the duty assignment would result in the employee being assigned closer to the employee's place of residence;

    d. because of substantiated medical or health reasons whereby continuation in the employee's present assignment would be harmful;

    e. three times during each calendar year, an employee may submit additional preferred assignment selection forms. The times selected for submitting the additional preferred assignment selection forms shall be at the option of the employee.

7. When a part-time regular employee submits a preferred assignment form for a full-time regular position within the employee's salary level and occupational group, the employee will be awarded the vacant duty assignment before promoting a full-time employee from a lower salary level and occupational group, or before any lateral transfer,

providing that the part-time regular is senior to the full-time employee in the lower level.

8. Any unassigned employee who fails to submit a preferred assignment selection form, or who fails to be awarded a duty assignment of his choosing may be assigned to any vacant duty assignment.

9. Employees shall be notified in writing, within 15 calendar days of entering the Maintenance Craft in an installation, that they have 30 days in which to apply for and be placed on the appropriate preferred assignment register.

10. After all employees within an occupational group and level have been assigned pursuant to a notice of intent, consideration for filling the residual vacancy will be given to a higher level qualified employee who has previously submitted a written request for assignment to a lower level.

11. An employee who is listed on the appropriate register for a vacant assignment shall have the right to withdraw a preferred assignment or promotion selection, in writing, at any time, but not later than the closing time (hour and date) for the posting of the notice of intent. Such withdrawal, to be effective, should be back-stamped.

B. Promotions

1. The Employer shall continue to maintain all existing promotion eligibility registers established under the maintenance selection system to be used for the purpose of filling vacancies in particular occupational groups and levels. A promotion eligibility register shall be established for each occupational group and level for which there is a

position existing or newly authorized in an installation. Registers established under the maintenance selection system remain in effect throughout the life of this Agreement. Promotion eligibility registers developed by other than the maintenance selection system shall remain in effect until such time as new registers are established by a new maintenance selection system.

If two or more maintenance occupational groups exist in an installation or in an installation where an employee is domiciled, a promotion eligibility register (PER) offering promotional opportunity for those occupational groups must be established in that installation.

Part-time regular employees are placed on the PER below full-time regulars.

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.

3. Lateral transfers, that is, transfers in the same level, but to a different occupational group shall be determined in the same manner as promotions.

4. When an occupied position is upgraded on the basis of duties which are added to the position:

   a. The incumbent will remain in the upgraded job provided the incumbent has been in that job for more than one year. The year of required incumbency in the job begins when the duty or duties were added which permitted the job to be reranked.

b. The job will be awarded in accordance with the Agreement if the incumbent has not been in the job more than one year since the date when the duty or duties were added which later permitted the job to be reranked.

5. 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.

6. Employees shall be notified in writing within 15 calendar days of entering the Maintenance Craft in an installation, that they have 30 days in which they may request to be placed on the appropriate promotion eligibility registers. The employees who apply will receive the results of their application(s) no later than one hundred fifty (150) days from the submission date of the application, provided the applications have been properly completed by the applicants.

7. Every three years, during the month of March, beginning with March 1, 2009, maintenance craft employees who are not on a promotional eligibility register(s), may apply for inclusion on the appropriate promotional eligibility register(s). Notification will be posted on the bulletin board on or before March 1st of the open season year. The employees who apply will receive the results of their application(s) no later than one hundred fifty (150) days from March 31, provided the applications have been properly completed by the applicants.

8. a. The Employer will convert to banded scores all achieved scores for maintenance craft positions and will list all successful applicants for such positions on promotional eligibility registers in order of their banded scores. To determine the successful applicants' banded scores, the Employer will apply fixed 5-point bands to successful applicants' achieved scores of 70.1 and above and fixed 2-point bands to candidates' achieved scores below 70.1. For scores of 70.1 and above, the fixed 5-point bands will be:

95.1 – 100
90.1 – 95
85.1 – 90
80.1 – 85
75.1 – 80
70.1 – 75

For scores below 70.1, the fixed 2-point bands will be 68.1-70, 66.1-68, 64.1-66, 62.1-64, etc. The Employer will convert all achieved scores within each band to the highest score within that band. For example, all achieved scores between and including 70.1 and 75 will become banded scores of 75.

b. Where the achieved score is calculated with respect to a 200-point range, the score shall be divided by two before applying the banding principles in section 5.B.8.a. of this Article. Where the achieved score is calculated with respect to any other range that is not a 100-point range, the score shall be converted in a similar fashion.

c. **The provisions in Section 5.B.8.a and Section 5.B.8.b above do not apply to employees under the Revamped Maintenance Selection System. 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 within each specific band.**

90.0 – 100.0
80.0 – 89.9
75.0 – 79.9
70.0 – 74.9

d. Where the application of the foregoing banding rules creates ties among successful applicants, the Employer will rank tied successful applicants in the seniority order specified in Article 38.3.J. of the National Agreement.

C. Successful Applicant(s)

1. Within 8 days after the closing of the original notice of intent to fill a vacancy, the installation head shall post a notice stating the successful applicant and the applicant's seniority date.

2. The successful applicant shall be placed in the new assignment within 14 days after the announcement of the successful applicant. Normally, the

successful applicant shall work the duty assignment as posted.

3. An exception to 1 and 2 above shall be when the notice of intent has stated that promotion is contingent upon satisfactory completion of training. In these cases, within 14 days the applicant shall be reassigned as an unassigned regular in his/her current occupational group and level. The employee shall be placed in a detail assignment on the tour and non-scheduled days in the occupational group and level of the duty assignment for which the training is intended. For the duration of the detail assignment, the employee will be treated as if promoted to that position. Upon satisfactory completion of the required training or one (1) year from the date detailed, whichever occurs first, the employee shall be declared the successful applicant and promoted with a preferred assignment seniority date determined according to Section 2.G.2. of this Article.

4. In the event the employee fails to complete satisfactorily the required training discussed in paragraph 3, the employee shall remain as an unassigned regular in his/her current occupational group and level.

D. Promotion Eligibility Update

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. The promotion eligibility register shall not be updated during the period of time a vacant position is in the process of being filled. Employees shall be listed on this register in order of qualifications, and all positions for promotion shall be awarded **in accordance with the procedures established in Section 5, Article 38.**

Section 6. Training

A. Maintenance Training

1. All Maintenance Craft job training opportunities will be offered first to the senior qualified volunteer within the occupational group, level and tour where the need for the skills exists. The Employer may choose not to select a volunteer who has attended training for 6 or more weeks during the previous 12 months.

2. As soon as approved training allocations are received at the installation, advance written notices will be published soliciting volunteers. A list of those volunteers shall be posted and a copy furnished to the local Union.

3. Only when there are no qualified volunteers as provided for in 1 above, will involuntary selections be made for training. Involuntary selections will be made by inverse seniority.

4. Employees selected for off-site training will be given as much advance notice as is reasonably possible. Additionally, two (2) weeks notice will be given.

5. Upon completion of a job training course of two (2) or more weeks duration, which includes mail processing equipment maintenance as part of its

curriculum, an employee may be required to remain in the duty assignment for which the training was intended for a period of six (6) months. For a job training course of three (3) or more weeks duration, the employee may be required to remain in the duty assignment for a period of nine (9) months. For a job training course of six (6) or more weeks duration, the employee may be required to remain in the duty assignment for a period of twelve (12) months. The above applies unless:

a. the employee advances to an assignment in higher level;

b. the duty assignment is eliminated;

c. because of substantiated medical or health reasons whereby continuation in the assignment would be harmful to the employee; or

d. the employee has been required to remain in the duty assignment(s) for twelve (12) cumulative months during the life of this Agreement.

6. The Union, at the national level, will be furnished annually a copy of the yearly allocation of training billets.

Section 7. Special Provisions

A. Tools

The Employer will provide adequate tools, tool kits, and equipment on a charge-out basis to those employees who require such items for the performance of their assigned function. Where the Employer determines the tools are obsolete, such tools will be recalled and removed from the

employee's accountability. Under no circumstances will the employee be required to use personal tools and equipment. Where necessary, the Employer will provide training on the use of required tools and equipment.

B. Overtime

An overtime desired list in the Maintenance Craft shall be established for each occupational group and level.

C. Relief Assignments

1. When management determines that work coverage is necessary, relief assignments in the Maintenance Craft may be established only to provide coverage for absences of five working days or more for scheduled annual leave, sick leave, military leave, court leave, employee requested leave without pay, and national off-site and on-site, or contractor supplied training programs.

2. Relief assignments, which shall be kept to a minimum, will be posted by a notice of intent which, in addition to the information required in Section 4.C (Information on Notice of Intent), will also show the days and hours of the specific duty assignment(s) being relieved.

D. Full-time regular **and part-time regular** Maintenance Craft employees are entitled to bid on the positions of Examination Specialist SP 2-188 and Vehicle Operations-Maintenance Assistant SP 2-195.

E. Non-Bargaining Position Detail

Maintenance employees temporarily detailed to a non-bargaining unit position are ineligible to accept any promotion or preferred duty assignment(s) while so detailed. However, nothing contained herein shall be construed to preclude such

temporarily detailed employees from voluntarily terminating a non-bargaining unit detail and returning to their craft position. Upon return to their craft position, such employees are eligible to accept any promotion or preferred duty assignment(s) for which they have properly bid.

The duty assignment of a full-time maintenance employee detailed to a non-bargaining unit position, including a non-bargaining unit training program, in excess of four (4) months shall be declared vacant and shall be posted and filled in accordance with the provisions of this Article. Upon return to the Maintenance Craft, the employee will become an unassigned regular.

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, this 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.**

Form 1723, Notice of Assignment, shall be used in detailing employees to temporary non-bargaining unit positions. The employer will provide the Union at the local level a copy of Form(s) 1723 showing the beginning and ending time and date of all such details.

Employees detailed to non-bargaining unit positions are not entitled to outside of schedule overtime (premium).

ARTICLE 39
MOTOR VEHICLE CRAFT

Section 1.	Seniority
Section 2.	Posting
Section 3.	Special Provisions

Section 1. Seniority

A. Introduction

1. The U.S. Postal Service and the Motor Vehicle Craft Division, APWU, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices.

2. This Article continues relative seniority standings properly established under past instructions, rules, practices and agreements and this Article shall be so applied. Seniority standings so established shall not be changed except to correct an error. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

3. Service seniority is based on total part-time or full-time service in the Motor Vehicle Craft regardless of occupational codes and levels. It begins with an appointment to the regular work force in the Motor Vehicle Craft.

B. Seniority for Preferred Assignments

1. This seniority determines relative standing among full-time regular and full-time flexible employees eligible to bid for preferred assignments. It is

computed from entry into a regular work force position in a particular occupational group and level. It continues to accrue as long as service in the same occupational group, level, and installation continues. See B.5 and B.6 below.

2. Employees who change, or have changed, from one designation to another and who during continuous employment in the Motor Vehicle Service and in the same installation return to the former position designation and salary level regain the seniority they had in that position, without seniority credit for intervening employment in other position designations, except as provided for in paragraphs 4, 5 & 6 below.

3. Except as specifically provided for elsewhere in this Agreement, full-time regulars, upon entering the Motor Vehicle Craft from another craft or installation, begin a new period of seniority.

4. When two or more employees in the same installation, salary level, and position designation have seniority for preferred assignments from the same date, the tie will be broken as follows:

    a. By standing on the part-time flexible roll when both were appointed as a part-time flexible in the same installation, position designation, and salary level.

    b. By total length of full-time regular or part-time flexible Motor Vehicle Service in the installation if the tie is not broken by the preceding rule.

c. By total career Motor Vehicle Service time in the USPS if the tie is not broken by the preceding rule.

d. When a Motor Vehicle Service employee's **PSE** appointment is converted to a career appointment the same day there is a new career appointment, reinstatement, reassignment, transfer or promotion to the same salary level and position designation, the converted employee is senior and precedes the other on the **full-time regular roll.**

e. When two or more employees from other crafts enter the Motor Vehicle Craft on the same date, their seniority will be determined by their total continuous postal service.

f. If the provisions of a. through d. above do not break the tie, then the tie will be broken by using the last three or more numbers (using only enough numbers to break the tie, but not fewer than three numbers) of the employees' social security numbers, from lowest to highest.

5. Seniority is restored under the following conditions:

a. **Reemployment After Disability Separation.** On reinstatement or reemployment after separation caused by disability, retirement or resignation because of personal illness and the employee so stated in his resignation and furnished satisfactory evidence for inclusion in his personnel folder, the employee receives seniority credit for past service for the time on the disability retirement or for illness if

reinstated or reemployed in the same postal installation and craft and in the same or lower PS salary level from which originally separated; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from the Bureau of Retirement Insurance and Occupational Health, Office of Personnel Management, and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner. **Where the** reinstatement **would have been** to the part-time flexible roll, standing on the **full-time regular** roll shall be the same as if employment had not been interrupted by the separation.

b. **Restoration.** On restoration in the same craft in the same installation after return from military service, transfer under letter of authority or unjust removal, an employee shall regain the same seniority rights such employee would have if not separated.

c. **Reassignment and Return in 90 Days.** A full-time regular voluntarily reassigned from one craft to another or from one occupational code to another within the motor vehicle craft at the same installation with or without change in PS salary level, who is voluntarily reassigned within 90 days back to the former craft, position designation, and salary level, or occupational code within the motor vehicle

craft retains seniority previously acquired in the craft augmented by the intervening employment.

6. Automotive Mechanics, Automotive Technicians and Lead Automotive Technicians (Level 9 & 10)

a. The seniority of the Level **7** Automotive Mechanics and Level **8** Automotive Technicians in the installation will be merged into one seniority list for preferred assignments.

b. Vacant Level **8** Automotive Technician duty assignments will be filled on the basis of senior qualified among the Level **7** Automotive Mechanics, who are qualified as PS-**8** Automotive Technicians and Level **8** Automotive Technicians in the installation. The filling of vacant PS-**7** Automotive Mechanic duty assignments will be on a senior qualified basis from the PS-**7** Automotive Mechanics and PS-**8** Automotive Technicians in the installation. For PS-**7** and **8** residual vacancies, the selection method will be best qualified from any other position.

c. The seniority of the Level **9** Lead Automotive Technicians and Level **10** Lead Automotive Technicians (AG) in the installation will be merged into one seniority list for preferred assignments.

d. Filling Level **9** Lead Automotive Technician and Level **10** Lead Automotive Technician (AG) positions will be senior qualified from Level **9**s and **10**s. For PS-**9** and **10** residual

vacancies, the selection method will be best qualified from any other position.

e. Employees bidding pursuant to Article 39.2.A.7, may bid only those duty assignments that have the same position designation.

7. Motor Vehicle Operators and Tractor-Trailer Operators:

a. Full-time regular tractor-trailer operators bidding for PS-**8** tractor-trailer assignments shall be assigned before posting any vacant level 8 assignment for bids by full-time regular level 7 operators.

b. Remaining PS-**8** tractor-trailer assignments shall be filled by promoting the senior qualified PS-**7** motor vehicle operator who bids.

c. A PS-**8** tractor-trailer operator may bid in competition with a PS-**7** motor vehicle operator for a PS-**7** motor vehicle operator assignment.

d. Seniority for preferred assignments is retained upon change from a motor vehicle operator to a tractor-trailer operator, or the reverse.

e. For purposes of conversion to **career employment, PSE** Motor Vehicle Operators (MVO) will be placed together with **PSE** Tractor-Trailer Operators (TTO) **on the same roll.** When the opportunity for conversion to a vacant TTO position exists, the TTO qualified **PSE, with the highest standing on the roll,** regardless of level, will be converted and placed into the vacant full-time position. When

the opportunity for conversion to a vacant Motor Vehicle Operator position exists, and the **PSE, with the highest standing on the roll,** is a Motor Vehicle Operator, he/she will be converted and placed into the position. If the **PSE, with the highest standing on the roll,** is a Tractor-Trailer Operator, he/she will be given the option of accepting the conversion. If the conversion is declined, the next **PSE, with the highest standing on the roll,** will be converted (if the employee is a Motor Vehicle Operator) or will be given the option (if the employee is a Tractor-Trailer Operator). This procedure will continue until the position is filled or until all **PSEs** on the list have been considered.

8. **Motor Vehicle Operations New in Installation.** In an installation which has had no motor vehicle operations assignment, any such newly established motor vehicle operator or tractor-trailer operator assignments shall be awarded to qualified vehicle maintenance service applicants who are employed in the same installation. The provisions of Article 12, Section 5.C.7, shall be complied with before application of this paragraph.

9. When tractor-trailer assignments are established, motor vehicle operators who are not qualified to drive tractor-trailers, will be given on-the-clock training, starting with the senior motor vehicle operator.

10. When filling Motor Vehicle Craft assignments other than those identified in 2.A.11 below, the service seniority of Motor Vehicle Craft employees who submit an application and meet the qualification

standards established for that position will be considered in keeping with the provisions of Article 33.

11. Auxiliary garages beyond the normal commuting area of the home Vehicle Maintenance Facility shall be treated as independent facilities for the purposes of administering this Agreement, except for the application of the provisions of Article 1, Section 6; Article 7, Section 3; and Article 8, Section 8.

12. **Changes in Which Seniority is Modified**. Mutual exchanges may be made only between full-time Motor Vehicle Service employees who are the same level and have the same occupational code. The seniority for Motor Vehicle Craft employees, who are reassigned between installations as a result of a mutual exchange in accordance with applicable provisions of the Employee and Labor Relations Manual (ELM), will be established for both employees as that of the junior employee involved.

C. Definitions

1. **Position Designation.** In the Motor Vehicle Craft, position designation shall be determined by occupation code and level.

2. **Craft Group.** The craft group is composed of those positions for which the Union has secured recognition at the national level.

3. **Application.** A written request by a full-time Motor Vehicle Craft employee for consideration for an assignment for which such employee is not entitled to submit a bid.

4. **Bid.** A written request submitted to the installation head to be assigned to a duty assignment by a full-time Motor Vehicle Craft employee eligible to bid on a vacancy or newly established duty assignment. In offices where alternative bidding procedures have been established, bids, except those in 39.2.A.6 & 7, may be submitted, at the employee's option, by telephone or electronically.

5. **Duty Assignment.** A duty assignment is a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.

6. **Preferred Duty Assignment.** Any assignment preferred by a full-time regular.

7. **Eligible Bidder.** Full-time Motor Vehicle Craft employees are eligible to bid only within the Motor Vehicle Craft in the same installation, salary level, and position designation (except as specifically provided for in Section 2.A.10). When there are no successful bidders from the position designation of the vacant assignment, the assignment shall be filled in accordance with Section 2.A.10.

8. **Abolishment.** A management decision to reduce the number of occupied duty assignments in an established section and/or installation.

(See Memo, page 414)

9. **Residual Vacancy.** A duty assignment that remains vacant after the completion of the voluntary bidding process.

D. Excess Employees

Length of full-time **regular** (service seniority) in the Motor Vehicle Craft in the same installation governs in identifying excess employees within a position designation.

E. Responsibility

The installation head is responsible for day-to-day administration of seniority. The application of this Article shall be open to negotiation at the installation level with the Union.

F. Seniority List

A current seniority list shall be posted in each installation. A copy of the updated seniority list shall be made available to the local Union. For each employee, it shall show:

1. Service Seniority
2. Seniority for preferred assignments

G. Transfer From Other Installation

1. When it is proposed to open a new facility, prior to Management hiring new employees in the Motor Vehicle Craft, all requests for transfer of Motor Vehicle Craft employees from other installations shall be given first consideration.
2. Consideration will be given for transfers to fill Motor Vehicle Craft vacancies at established installations to those qualified employees requesting transfers, where it has been determined, that no employees qualified to bid, or desiring the position are available at the completion of the posting period.

H. Multi-Craft Positions

All level **6** and **7** full-time regular Motor Vehicle Craft employees are eligible to bid for the positions of Examination Specialist (SP 2-188) and Vehicle Operations—Maintenance Assistant (SP 2-195).

I. Vacation Scheduling

Full-Time Regular motor vehicle operators may exercise their preference by use of their seniority for vacation scheduling.

J. Temporary Holddowns

Consistent with the following provisions, unassigned full-time regular and full-time flexible Tractor-Trailer Operators (SP 5-22; PS-**8**) and Motor Vehicle Operators (SP-10; PS-**7**) may, in seniority order, exercise a preference for an assignment temporarily vacant for an anticipated duration of ten (10) days or more.

1. The employees utilizing their seniority to select a temporary holddown assignment as above, shall work that assignment for its duration unless: they are otherwise assigned to a permanent duty assignment; it is clearly demonstrated that the employee cannot perform the assignment; the assigned work being performed by a **PSE** in accordance with the above is needed to provide a full-time employee work to satisfy the 8-hour work guarantee; or unless that individual is otherwise needed to fill a vacant assignment for which there are no qualified employees.

2. The assignment for which employees exercise a preference must be (a) one for which they are qualified, (b) at the unit to which the employee is assigned, and (c) for full-time employees, on the same tour to which they are assigned. Employees

on detail, holddown, absent and/or on any type of leave at the time of the temporary holddown bidding will be considered as being unavailable.

3. The posting and awarding of temporary holddown bids shall not exceed 72 hours.

4. All present and existing procedures for filling temporarily vacant motor vehicle assignments at the local level are automatically negated in favor of the foregoing holddown procedure.

Section 2. Posting

A. Vacant Motor Vehicle Craft duty assignments shall be posted as follows:

1. All vacant or newly established craft duty assignments shall be posted or reverted within 28 days. When an assignment is reverted, a notice shall be posted immediately, indicating the action taken and the reason therefor. The local Union shall be given a copy of the notice.

2. When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, the affected assignment(s) shall be reposted.

3. The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.

4. No assignment will be posted because of change in starting time unless the change exceeds two hours. Whether to post or not is negotiable at the local level, if it exceeds two hours.

5. An unassigned full-time employee may bid on duty assignments posted for bid by employees in the craft. If the employee does not bid or is the unsuccessful bidder, such employee shall be assigned in any residual duty assignment within the same position designation. When there is more than one residual vacancy, the vacancies shall be offered to the unassigned full-time employees beginning with the senior employee and their preference shall be honored. If additional vacancies still exist after all available full-time regulars have been assigned to residual vacancies, full-time flexible employees will be assigned to such vacancies in the same manner as provided above. If there are more unassigned full-time employees and/or full-time flexible regular employees than vacancies, seniority will be honored for preferences and involuntary assignments will be made by juniority, if necessary.

6. When requested by the Union, all full-time regular Motor Vehicle Operations, Tractor-Trailer Operator and Vehicle Operations Assistant-Bulk Mail craft assignments shall be posted for bid once each calendar year.

7. All full-time regular Motor Vehicle Maintenance Craft duty assignments may be posted for bid once each calendar year upon mutual agreement between the parties at the local level. Absent such local agreement, Motor Vehicle Maintenance Craft duty assignments shall be posted for bid every second calendar year, when requested by the Union.

8. Employees bidding pursuant to 6 or 7 above, may bid only those duty assignments that have the same position designation.

9. Motor Vehicle Craft employees temporarily detailed to a non-bargaining-unit position may not bid on vacant motor vehicle craft duty assignments while so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a non-bargaining-unit detail and returning to their craft position. Upon return to the craft position, such employees may exercise their right to bid on vacant motor vehicle craft duty assignments. The duty assignment of a full-time motor vehicle craft employee detailed to a non-bargaining-unit position, including a non-bargaining-unit training program in excess of four months shall be declared vacant and shall be posted for bid in accordance with this Article. Upon return to the craft, the employee will become an unassigned regular. A motor vehicle craft employee temporarily detailed to a non-bargaining-unit position will not be returned to the craft solely to circumvent the provisions of Section 2.A.10. **An employee detailed to a non-bargaining unit position must return to the craft for a minimum of one continuous pay period.** Form 1723, Notice of Assignment, shall be used in detailing motor vehicle craft employees to temporary non-bargaining-unit positions. The Employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details. Employees detailed to non-bargaining-unit positions are not entitled to out-of-schedule premium.

10. Residual vacancies for the following positions are to be filled by the senior qualified bidder, from the appropriate position(s) as herein indicated. Except for Motor Vehicle Operator and Tractor-Trailer Operator assignments, total service seniority in the Motor Vehicle craft will be used by employees when bidding to assignments in a different position designation.

a.

Position	**To be filled by Senior Qualified**
Tire Repairman, 5-53, PS-**6**	Garageman, KP 9, PS-**5**
Tractor-Trailer Operator, SP 5-22, PS-**8**	Motor Vehicle Operator, KP 10, PS-**7**
Tools and Parts Clerk, SP 1-31, PS-**6**	All Motor Vehicle Craft Employees
Clerk, Vehicle Dispatcher, SP 5-10, PS-**6**	Motor Vehicle Operator, KP 10, PS-**7** Tractor-Trailer Operator, SP 5-22, PS-**8**
Time & Attendance Clerk, SP 1-29, PS-**6**	All Motor Vehicle Craft Employees
Storekeeper Automotive Parts, SP 5-46, PS-**7**	All Motor Vehicle Craft Employees
Storekeeper Automotive Parts, SP 5-47, PS-**8**	All Motor Vehicle Craft Employees
Vehicle Operations Assistant-Bulk Mails, SP 5-66, PS-**8**	Tractor-Trailer Operator, SP 5-22, PS-**8**

11. When the opportunity for conversion to a residual full-time vacancy exists, the **PSE,** within the same occupational group and grade as the vacancy, **with**

the highest standing on the roll, will be converted t**o career employment and placed** into the assignment (except as provided in Article 39.1.B.7.e). If there is no **PSE** in the same occupational group and grade, the residual vacancy shall be filled by other means.

B. Place of Posting

1. The notice inviting bids for a craft assignment shall be posted on all official bulletin boards at the installation where the vacancy exists, where vehicle operations and/or maintenance employees work so as to assure that it comes to the attention of all employees eligible to submit bids. Copies of the notice shall be given to the Union. When an absent employee has so requested in writing, and provided a personal mailing address, a copy of any notice inviting bids from the craft of the employee shall be mailed to the employee by the installation head.

2. Posting and bidding for preferred duty assignments shall be installation-wide without exception.

C. Length of Posting

The notice shall remain posted for 10 calendar days, unless a different length for the posting period is established by local negotiation.

D. Information on Notices

Information shall be as shown below and shall be specifically stated:

1. The duty assignment by position title and number (e.g., key, standard, or individual position).

2. PS salary level.

3. Hours of duty (beginning and ending).

4. The principal assignment area (e.g., section and/or location of activity).

5. Qualification standards, including ability to drive certain types of vehicles such as tractor-trailer and occupational code number when such standards and numbers are available.

6. Physical requirement unusual to the specific assignment.

7. Invitation to employees to submit bids.

8. The fixed or rotating schedule of days of work, as appropriate.

9. Motor vehicle and tractor-trailer route numbers (a copy of the schedule should be made available to interested employees).

10. All bids in the Motor Vehicle Craft are to be submitted first by Motor Vehicle Craft employees on a standard bid form. If such bid form is not available, a bid submitted in writing is acceptable. In those offices where alternative bid procedures have been established, bids (except in 39.2.A.6 & 7), may be submitted at the employee's option by telephone or electronically. An employee who has submitted a standard bid form or written bid may withdraw the bid at any time before the closing date and/or time of posting, provided the withdrawal is submitted in writing and is back-stamped. Bids submitted through alternative bidding procedures may be withdrawn before the closing date utilizing the automated procedures.

E. Successful Bidder

1. Within 10 days after the closing date for the posting (including December), the installation head shall post a notice stating the successful bidder and his seniority date. The senior qualified bidder meeting the qualification standards established for that position shall be designated the "successful bidder."

2. The successful bidder must be placed in the new assignment within 21 days except in the month of December. The local agreement may set a shorter period.

3. Normally, the successful bidder shall work the duty assignment as posted.

Section 3. Special Provisions

A. The Employer will provide adequate tools, tool kits, and equipment on a charge-out basis to those employees who require such items for the performance of their assigned functions. The Employer will seek the advice of the Union at the national level in determining adequacy and/or obsolescence of the tools to be provided. Where tools are determined to be obsolete they will be recalled and removed from the employee's accountability. Replacement tools may be purchased locally by the Fleet Manager, who will seek the advice of the local Union in determining the adequacy of the tools to be furnished.

B. In the interest of safety and health and other appropriate considerations, properly certified national representatives of the Union will be given an opportunity to examine and comment on new type vehicles during the developmental stage. If the Union has any concerns as a result of the First Article Testing (FAT), the Union shall state those concerns in

writing to the employer within 14 days of the conclusion of the FAT. The employer shall respond in writing to the Union's concerns as soon as practicable. This process involves only FAT.

C. Any time that tool kits or lockers of employees are to be inspected, the Employer agrees that, except in matters where there is reasonable cause to suspect criminal activity, a steward or the employee shall be given the opportunity to be present at any inspection of employees' lockers. For a general inspection where employees have had prior notification of at least a week, the above is not applicable.

D. All motor vehicle craft positions listed in the P-1 Handbook, designated to the motor vehicle craft, shall be under the jurisdiction of the Motor Vehicle Division of the American Postal Workers Union, AFL-CIO.

E. When filling details to bargaining unit work in the Motor Vehicle Craft the Employer shall give first consideration to the assignment of available and qualified motor vehicle craft employees from the immediate work area in which the detail exists.

F. Employees eligible for night differential who participate in on-the-clock training will be paid the applicable differential they would have earned for service normally scheduled between 6 p.m. and 6 a.m. had they not been temporarily rescheduled by management to attend such training.

G. To improve the comfort level in existing U.S. Postal Service bulk mail hauling and service vehicles, directional fans will be installed in the driver compartment during the life of the collective-bargaining agreement.

H. Training for motor vehicle maintenance employees will be provided on a fair and equitable basis in accordance with service needs. First consideration will be given to those

employees who volunteer for such training. Employees shall be given no less than 14 days advance notice of scheduled off-site training. Employees may volunteer for off-site training with less than 14 days advanced notice.

I. All hiring announcements for TTO positions will be posted on the official bulletin board at the installation where the vacancy exists, where vehicle operations and/or maintenance employees work. Such announcements will be posted until the closing date specified in the announcement for submitting applications.

J. The union, at the national level, will be allowed "read only" access to the automated enrollment system for the vehicle maintenance training billets.

ARTICLE 40
OPERATING SERVICES CRAFT

Section 1.	**Definitions**
Section 2.	**Seniority**
Section 3.	**Employee Classification**
Section 4.	**Principles of Posting**
Section 5.	**Advancement Opportunities**
Section 6.	**Principles of Reassignment**
Section 7.	**Training and Examinations**
Section 8.	**General Provisions**

Section 1. Definitions

A. Craft Group. The bargaining unit, as identified in Article 1, is composed of those positions for which the Union has secured exclusive recognition at the National level. The Operating Services Craft covers bargaining unit

employees at Operating Services, Headquarters and Facility Services, Merrifield, VA.

B. Seniority. Seniority for preferred assignments, and for other purposes as set forth in this Agreement, determines the relative standing among full-time regular employees in the bargaining unit in each of the installations. Seniority of newly appointed employees will be computed from the last date of hire in each of the respective installations and continue to accrue so long as service is uninterrupted except as otherwise specifically provided by the provisions of this Agreement or by law.

C. Duty Assignment. A duty assignment is a set of duties and responsibilities within a recognized position regularly scheduled during specific hours of the workday.

D. Preferred Duty Assignment. A preferred duty assignment is any assignment preferred by a full-time regular employee.

E. Bid. A bid is a written request by a full-time regular employee who is eligible to bid on a vacancy or newly established duty assignment. Such requests shall be submitted to the supervisor where the vacancy exists.

Section 2. Seniority

A. Introduction

1. The U.S. Postal Service and the APWU, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions, and practices, if any.

2. This Article will continue relative seniority standings properly established under past instructions, rules and practices and the Article shall be so applied. If an employee requests a

correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

B. Coverage

These rules apply to all employees in the regular work force when a guide is necessary for filling vacant assignments and for other purposes in each installation as set forth in this Article. No employee, solely by reason of this Article, shall be displaced from an assignment the employee gained in accord with former rules. These rules shall apply to both installations where the Union has exclusive bargaining rights; however, separate seniority lists shall be maintained and the seniority list of one installation shall not be combined with, or added to, the seniority list of the other installation.

C. Responsibility

The Employer is responsible for day-to-day administration of seniority. The Employer shall post on the official bulletin boards in each installation and furnish the Union a copy of the current seniority list upon the signing of this Agreement. The Employer shall post an updated seniority list on the official bulletin boards in each installation and furnish the Union with an updated list on the anniversary date of the signing of this Agreement. The application of this Article shall be a proper subject of discussion at the joint Labor-Management Committee meetings.

D. Changes in Which Seniority is Retained, Regained or Restored

On reinstatement or reemployment after separation caused by disability, retirement, or resignation because of personal illness and the employee so stated this reason in the resignation and furnished satisfactory evidence for inclusion in the employee's personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same installation and in the same salary level from which originally separated; provided application for reinstatement or reemployment is made within six (6) months from the date of recovery. The date of recovery in the case of disability retirement or disability separation must be supported by notice of recovery from the Compensation Group, Office of Personnel Management or the Office of Workers' Compensation Programs, respectively; and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner.

E. Changes in Which Seniority is Lost

Except as specifically provided elsewhere in this Article, an employee begins a new period of seniority:

1. **Upon reinstatement or reemployment.**
2. **Upon voluntary transfer into the bargaining unit.**
3. **Upon a mutual exchange between two employees.**
4. **Upon transfer between the two installations.**

F. Filling Positions Reevaluated in the Bargaining Unit

1. When an occupied job assignment is upgraded on the basis of the present duties:

a. The incumbent will remain in the upgraded job assignment provided the incumbent has been in that job assignment for more than one (1) year.

b. The job assignment will be posted for bid in accordance with the Article if the incumbent has not been in the job assignment for more than one (1) year.

2. When an occupied job assignment is upgraded on the basis of duties which are added to the job assignment:

a. The incumbent will remain in the upgraded job assignment provided the incumbent has satisfactorily performed the added duties for more than one (1) year. The one (1) year of required incumbency in the job assignment begins when the duty or duties were added which permitted the job assignment to be reranked.

b. The job assignment will be posted for bid in accordance with the Agreement if the incumbent has not been in the job assignment more than one (1) year since the date when the duty or duties were added which later permitted the job assignment to be reranked.

Section 3. Employee Classification

The Employer shall staff the bargaining units as defined in Article 1 of this Agreement with full-time employees and Postal Support Employees (PSEs) as deemed necessary to carry out the mission of the U. S. Postal Service.

A. Full-time employees shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to work schedules consisting of five (5) eight (8) hour days in a service week.

B. The PSE workforce shall be comprised of noncareer bargaining unit employees. In the Operating Services Craft, the total number of PSEs used will not exceed 10% of the total number of career Operating Services Craft employees.

(See Memo, Postal Support Employees, page 279)

Section 4. Principles of Posting

A. Newly established and vacant duty assignments involving a change in starting time or off-days shall be posted as follows:

1. **All newly established duty assignments shall be posted within ten (10) days for full-time regular employees eligible to bid. All vacant duty assignments shall be posted within thirty (30) days after they occur unless such vacant duty assignments are reverted.**

2. **If a vacant duty assignment has not been posted within thirty (30) days, local management shall advise the Union in writing of the reason the position is being withheld and the anticipated length of time such position will remain vacant. Unless mutual agreement is reached on an**

extended withholding period, local management shall periodically advise the Union as to the reasons for withholding a vacancy.

If the vacant assignment is reverted, a notice shall be posted within ten (10) working days advising of the action taken and the reason(s) therefor.

3. **When it is necessary that fixed scheduled day(s) of work in the basic workweek for a duty assignment be permanently changed, the affected assignment shall be reposted.**

4. **It is agreed that the Employer is not required to repost a position unless at least fifty percent (50%) of the duties or fifty percent (50%) of the principal assignment area has been changed.**

5. **No assignment will be posted because of change in starting time unless the change exceeds two (2) hours. If, during the life of this Agreement, there are cumulative changes in the starting time which exceed two (2) hours, the assignment may be reposted.**

6. **Without exception, posting and bidding for preferred duty assignments shall be by occupational group and level, and shall be restricted to employees in the installation where the vacancy exists.**

B. Place of Posting

The notice inviting bids for an assignment shall be posted on the official bulletin boards in each installation where the vacancy exists. Copies of the notice shall be given to the Union. When an employee on approved leave has so requested in

writing, stating his/her mailing address, a copy of any notice inviting bids for which the employee is eligible shall be mailed to the employee.

C. Length of Posting

A notice shall remain posted for ten (10) calendar days, unless it is mutually agreed by the parties at the local level to establish a different length of time for the posting period.

D. Information on Notices

Information shall be as shown below and shall be specifically stated:

1. **The duty assignment by position, title and number.**
2. **Salary level.**
3. **Hours of duty (beginning and ending).**
4. **The principal assignment area.**
5. **Qualification standards and occupational code number when such standards or code number is available.**
6. **Unusual physical requirements.**
7. **Invitation to employees to submit bids.**
8. **The fixed days of work.**
9. **All bids shall be submitted in writing on a standard bid form provided by the Employer and shall be date stamped upon receipt.**
10. **In instances where more than one duty assignment is posted for which the employee is eligible to bid, the employee may indicate**

preferences on the bid form. An employee, who has submitted a bid, shall have the right to withdraw in writing, anytime before the closing date of the bid. Such withdrawal, to be effective, shall be backstamped by the Employer.

E. Successful Bidder

1. Within ten (10) days after the closing date of the bid, local management shall post a notice stating the successful bidder and seniority date. The senior qualified bidder meeting the qualification standards established for the position shall be designated the "successful bidder."

2. The successful bidder must be placed in the new assignment as soon as practicable, but no later than fifteen (15) days from the date of the announcement of the successful bidder.

3. Normally, the successful bidder shall work the duty assignment as posted. Unless unusual circumstances exist (and the Union is advised), employees will not be required to work in another installation except on a voluntary basis. However, the parties understand that Operating Services employees may be assigned temporarily to work at Headquarters related facilities in the area.

Section 5. Advancement Opportunities

A. General Principles

The Employer agrees to place particular emphasis upon career advancement opportunities. First opportunity for promotions shall be given to qualified

career employees. The Employer will assist employees to improve their own skills through training and self-help programs.

B. Craft Promotions

When an opportunity for promotion to a position exists in either of the bargaining units as defined in Article 1, an announcement shall be posted on official bulletin boards in each facility soliciting applications from employees. If an employee is on approved leave and has so requested in writing, stating his/her mailing address, a copy of the announcement soliciting applications shall be mailed to the employee. If the employee is absent for training purposes, the announcement shall be mailed to the employee automatically.

C. Best Qualified Selection

Employees meeting the qualifications for the position shall be given first consideration. The best qualified applicant shall be selected for the position.

Section 6. Principles of Reassignment

A. A primary principle in effecting reassignment of excess bargaining unit employees from Operating Services, Headquarters, and the Facility Services, Merrifield, Virginia, of the Engineering Facility Services to other installations will be that dislocation and inconvenience to employees shall be kept to a minimum. Such reassignments shall be made in accordance with this Article.

B. As far in advance as possible, the Employer will meet with the Union to fully advise the Union concerning the reassignment. If the Union believes the reassignment violates this Article, the matter may be grieved.

C. When employees are excessed out of the Operating Services or the Facility Services, the Employer agrees that every reasonable effort will be made to reassign such employees to installations within the metropolitan area. The Memo Re: Minimizing Excessing applies to Operating Services Craft employees.

D. The Union shall be provided with a comparative work hour report forty-five (45) days, if possible, after the excessing of such employees. If a review of the report does not substantiate that conditions warranted the action taken, such employee(s) shall be entitled to return. If the entitlement to return is denied, the employee(s) shall have access to the grievance-arbitration procedure.

Section 7. Training and Examinations

A. Training

1. Employer's Assistance

The Employer will assist employees to improve their own skills through training and self-help programs as were heretofore practiced. Opportunities for cross-training in other occupational groups shall be given, provided such training opportunities do not result in higher level pay or overtime pay. The Employer will make the determination of training needs. In selecting participants for a training program, employees will be considered in terms of the selection prerequisite criteria established.

2. Job Related Training

Any job related training opportunities intended to increase skills in current assignments will be offered first to the senior qualified volunteer

needing the training within the occupational group, level and tour where the need for the skill exists.

This provision does not preclude giving job related training to new employees or to eliminate deficiencies of other employees.

3. Developmental Training

When it is determined to give developmental training which provides an employee with additional skills for potential promotion or reassignment, it will be first offered to qualified volunteers meeting established prerequisite criteria, if required.

B. Examinations

Written examinations may be used as a factor in determining qualifications for promotions or higher level assignments; however, written examinations will not be the sole determining factor.

Section 8. General Provisions

A. Overtime

1. When needed, overtime work shall be offered to qualified employees doing similar work. Overtime shall be on a voluntary basis where practicable and shall be offered on an equitable basis.

2. Article 8, Sections 1; 2.A,B,C; 4.A, B, F; 6; and 7 of this Agreement apply to Operating Services Craft employees.

3. Guarantees. An employee called in outside the employee's regular work schedule shall be

guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof where less than four (4) hours of work is available. Such guaranteed minimum shall not apply to an employee called in who continues working on into the employee's regularly scheduled shift. When an employee is called in on the employee's non-scheduled day, the employee will be guaranteed four (4) hours work or pay in lieu thereof.

When Management determines that operational requirements necessitate assigning a pager to an employee whom it may need to call at home, the employee will be paid one (1) hour at the employee's base straight-time rate for each twenty-four (24) hour period or fraction thereof during which the pager is assigned.

B. Choice Vacation

1. The period from March 1 of the leave year to the last day of that same leave year shall be designated as the choice vacation period.

2. The Employer shall provide the Union with a copy of the publicized notice indicating the beginning date of the new leave year.

3. As soon after January 1 as practicable, the Employer will meet with an officer of the Union and provide the officer with a copy of the approved vacation schedule.

4. Except as provided in B.1-3 above, all other provisions of Article 10 of this Agreement applies to the Operating Services Craft.

C. Holiday Schedule

1. The Employer will determine the number and categories of employees needed from each tour for holiday work and a schedule shall be posted as of the Wednesday preceding the service week in which the holiday falls. As many employees as can be spared will be excused from duty on a holiday or day designated as their holiday. An employee scheduled to work on a holiday who does not work shall not receive holiday pay unless such absence is based on an extreme emergency situation and is excused by the Employer. Employees shall be selected for holiday work by tour, and in the first instance, on a voluntary basis. First preference shall be in the order of seniority by tour. If additional employees are needed, junior employees will be utilized first, by tour.

2. Except as provided in C1 above, all other provisions of Article 11 of this Agreement applies to the Operating Services Craft.

D. Assignment of Ill or Injured Regular Work Force Employees

1. Procedure

The Employer and the Union recognize their responsibility to aid and assist deserving employees of the regular work force who, because of illness or injury, are unable to perform their regularly assigned duties. Upon the written request of an employee and where consistent with the efficient operation of the Employer, the Employer shall make every effort to assign an employee, who, because of

accident or illness, is unable to perform his/her normal duties, to any available job for which the employee is physically capable. An employee shall be eligible for such assignment upon certification from the employee's physician, and a confirmation of such certification by a physician selected by the Employer if the Employer so requests. Such certification shall state the nature of the illness and/or injury of the employee, the limitations on the employee's work ability, a description of the work the employee can perform, and a prognosis for recovery.

In the event of conflicting findings on the employee's physical capabilities by the employee's physician and the physician selected by the Employer in cases not arising out of an occupational illness or injury, the Union may request the opinion of a third physician. The third physician shall be selected from a list supplied by the local Medical Society of three (3) Board Certified Specialists in the medical field for the condition in question. The Employer and the Union will each strike one name from the list. The Employer will supply the selected physician with all relevant facts including the job descriptions and occupational physical requirements of the employee's current position as well as any available job under consideration. The third physician's determination will be final as to the employee's medical condition and occupational limitations. The costs of the services of the third physician shall be shared by the Union and the Employer.

2. **Compensation**

   In the event such temporary reassignment is to another job, the employee's pay rate shall remain the same for a period not to exceed three (3) months.

3. **Duration**

   At the end of three (3) months in such assignment, if the employee's medical prognosis is that the employee will not be capable of filling his/her old position within three (3) additional months, the employee may be permanently assigned to the job he/she then holds, or the employee may bid for any other vacancy without restriction as to pay level up to and including the employee's old pay level in accordance with Article 12.

E. Grievance-Arbitration Procedure

1. **Appeals to Step 3 and Arbitration will be sent to HQ Labor Relations Service Center.**

2. **Arbitrators will be selected from mutually established national, regional and expedited (as appropriate) arbitration panels to decide disputes arising between the Employer and the Union.**

3. **Except as provided in E.1 and 2 above, all other provisions of Article 15 of this Agreement apply to the Operating Services Craft.**

F. Parking

The Employer agrees that every effort will be made to provide parking for employees covered by this

Article, utilizing the existing parking facilities and in accordance with current parking regulations.

G. Discussion

For a minor offense, discussion in private shall be a method of dealing with that offense. A discussion is a private matter between the supervisor and the employee.

1. The supervisor and the employee shall sign and date a written statement which acknowledges the discussion and the reason(s) therefore.

2. Except as provided in G1, all other provisions of Article 16 of this Agreement apply to Operating Services Craft employees.

H. Representation and Labor-Management Cooperation

1. Two (2) stewards shall be compensated for attendance at meetings called by the Employer which concern contract application and which are held during the stewards' normal work hours.

2. The Union party to this Article shall be entitled to Joint Labor-Management Committee meetings with the Employer. These meetings shall be held for the purpose of discussing and considering with management matters of mutual concern. The Employer will compensate two (2) bargaining unit employees designated as the representatives from the Union for actual time spent in the meeting at their applicable rate providing the time spent in such meeting is part of the employee's regularly scheduled work hours. Meetings may be held quarterly or upon

request of either party. Neither party shall attempt to change, add to or vary the terms of this Article at these meetings.

3. The Union may, through its certified steward employed by the Employer, solicit bargaining unit employees for membership in the Union and receive Union dues from employees in non-work areas of the Employer's premises during non-work time, provided such activity is carried out in a manner which does not interfere with the orderly conduct of the Employer's operation.

4. Requests for information concerning matters other than pending grievances should be submitted in writing by a Union officer to Labor Relations, U. S. Postal Service Headquarters.

5. Except as provided elsewhere in this Article or in G1-4 above, all other provisions of Articles 17 and 31 of this Agreement applies to the Operating Services Craft.

I. Rights of Union Officials to Enter Postal Installation

Upon reasonable notice to the head of Operating Services, or Facility Services, or their designee, and at a mutually agreeable time, a duly authorized Union official may be permitted to enter a specified area of the Headquarters building or Engineering Facility Services for the purpose of performing and engaging in official Union duties and business related to this Collective Bargaining Agreement. No Union official may enter any area of the Headquarters building or Engineering Facility Services without the express consent of management except as elsewhere provided in this Article.

There shall be no interruption of the work of employees due to such visits and such official shall adhere to the established security regulations.

J. Tools

The Employer will provide adequate tools, tool kits, and equipment on a charge-out basis as accountable property to those employees who require such items for the performance of their assigned function. Where the Employer determines that tools are obsolete, such tools will be recalled and removed from the employee's accountability. The Employer shall have the right to assess employees for tools or equipment due to the employee's misuse of such materials. Such assessment shall be subject to the grievance-arbitration procedure.

Under no circumstances will the employee be required to use personal tools and equipment.

K. Subcontracting

1. Statement of Principle

The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualifications and availability of employees when evaluating the need to subcontract.

2. Advance Notice

The Employer will give advance notification to the Union at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet with the Union while

developing the initial Comparative Analysis report. The Employer will consider the Union's views on costs and other factors, together with proposals to avoid subcontracting and proposals to minimize the impact of any subcontracting. A statement of the Union's views and proposals will be included in the initial Comparative Analysis and in any Decision Analysis Report relating to the subcontracting under consideration. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Union.

L. Work and/or Time Standards

1. Meeting to Discuss Differences. Within a reasonable time not to exceed ten (10) days after the receipt of such notice, representatives of the Union and the Employer shall meet for the purpose of consulting and discussion with regard to any differences that may arise concerning such proposed work measurement systems or work or time standards.

2. Implementation of Change. If no agreement is reached within five (5) days after the meetings begin, the Employer may institute or change such systems or standards. The Union will be so notified in writing. If, after receipt of such notification, it is necessary for a determination by the Union as to whether any of the matters dealt with in the notification are to be regarded by them as being in violation of the work measurement systems, the Union shall, after reasonable notice to the Employer, be permitted through qualified representatives to make time

or work studies. If such studies are not completed prior to the Employer's instituting the new or changed system or standards, the studies may, nevertheless, be completed. There shall be no disruption of operations or of the work of employees due to the making of such studies. Upon request, the Union representative shall be permitted to examine relevant available technical information necessary to complete the Union's study. The Employer is to be kept informed during the making of such studies.

3. **Grievances on Changes. If, after the Employer initiates a change, the Union believes there is a violation of the fair, reasonable and equitable standards, it is expressly understood that the matter is grievable.**

4. **Except as outlined in L1-3 above, Sections A, B and C of Article 34 of this Agreement apply to Operating Services Craft employees.**

M. Administrative Leave (ACTS OF GOD)

The President of the local Union will be notified as soon as practicable after the Manager, Headquarters Facility Services, and Manager, Administrative Services, Merrifield, VA, determines that extreme emergency conditions exist which prevent employees from reporting for duty. Once employees have reported for duty, administrative leave shall be granted to all employees in the bargaining unit, except those who perform essential duties, on the same basis as administrative leave is granted to non-bargaining unit employees at Headquarters or Headquarters related units (Merrifield, VA).

N. Policy on Telephones

The parties recognize that telephones are for official USPS business. However, the Employer shall establish a policy for the use of telephones for local calls by designated Union stewards or local Union officers for legitimate business related to the administration of the Agreement and grievances subject to sound business judgment and practices.

O. Inspection of Lockers

The Employer agrees that, except in matters where there is reasonable cause to suspect activity which is criminal, a steward or the employee shall be given the opportunity to be present at any inspection of employees' lockers. For a general inspection where employees have had prior notification of at least a week, the above is not applicable.

P. Anti-Fatigue Measures

The subject of fatigue as it relates to the safety and health of an employee is a proper subject for the consideration of the Joint Labor-Management Committee as provided under Article 17 of this Agreement.

Q. Safety Equipment

Any safety equipment required by the Postal Service shall be furnished to the employees by the Postal Service, but shall remain the property of the Postal Service.

R. Cleaning and Preventative Maintenance

1. Cleaning Criteria

The Employer agrees that the Headquarters building and the Engineering Facility Services, U.S. Postal Service, shall be cleaned by utilizing U.S. Postal Service approved cleaning criteria such as those found in Handbook MS-47.

2. Maintenance Criteria

The Employer further agrees to maintain the Headquarters building and the Engineering Facility Services, U.S. Postal Service, utilizing USPS approved building equipment and mechanical equipment maintenance criteria such as those found in Handbook MS-1.

3. Discussions With Union

The Employer agrees that, before deviating from any of the applicable criteria, such deviations will be discussed with the Union at the National level prior to implementation.

S. Other Contract Articles

To the extent that there are inconsistencies between the provisions of this Article and other Articles and Memos in this Agreement, the provisions of this Article will apply.

ARTICLE 41
MATERIAL SUPPORT CRAFT

Section 1.	Definition
Section 2.	Seniority
Section 3.	Posting
Section 4	General Provisions

Section 1. Definitions

A. **Duty Assignment.** A duty assignment is a set of duties and responsibilities within a recognized position regularly scheduled during specific hours of duty.

B. **Preferred Duty Assignment.** A preferred duty assignment is an assignment preferred by a full-time employee.

C. **Bid.** A written request submitted to the installation head to be assigned to a duty assignment by a full-time employee eligible to bid.

D. **Application.** A written request by an employee for consideration for an assignment for which the employee is not entitled to submit a bid.

E. **Abolishment.** A management decision to reduce the number of occupied duty assignment(s) in an established section or installation.

F. **Reversion.** A management decision to reduce the number of positions in an installation when such position(s) is/ are vacant.

G. **Residual Vacancy.** The position that remains vacant after the completion of the voluntary bidding process.

H. **Conversion.** The act of changing the status of a part-time flexible employee to full-time by appropriate personnel action (Form 50).

Section 2. Principles of Seniority

A. Introduction

1. The Employer and the Union agree to the following seniority principles which replace all former rules, instructions, and practices.

2. This Article will continue relative seniority standings properly established under past principles, rules, and instructions and the Agreement shall be so applied. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule, or practice in support of the request.

B. Coverage

No employee, solely by reason of this Article shall be displaced from an assignment gained in accordance with former rules.

C. Responsibility

The installation head shall be responsible for the administration of seniority. A current seniority list shall be posted on official bulletin boards following the effective date of this Agreement and a copy of the seniority list shall be furnished to the Union. Thereafter, changes to the seniority list shall be made only when they occur and a copy of such changes will be provided to the Union.

D. Application of Seniority

All bargaining unit employees in an installation shall constitute, for seniority purposes, a single unit.

1. Seniority for Employees

This seniority determines the relative standing among full-time employees. Seniority for bargaining unit employees is computed from date of transfer to, or appointment in the installation and continues to accrue so long as service in the installation is uninterrupted, except as otherwise provided herein.

2. Seniority Tie Breaker

Except as otherwise provided for in this Article, when it is necessary to resolve a tie in seniority between two or more Material Support Craft employees, the following criteria shall apply in the order set forth below:

a) Total continuous postal career service in the Material Support Craft within the installation.

b) Total postal career service in the Material Support Craft within the installation.

c) Total postal career service in the Material Support Craft.

d) Total postal career service within the installation.

e) Total postal career service.

f) Total postal service.

g) Total Federal service as shown in the service computation date.

h) Numerical by the last 3 or more numbers (using enough numbers to break the tie, but not fewer than 3 numbers) of the employee's social security number, from lowest to highest.

3. **Part-time Flexible Employees**

a) Part-time flexible employees are placed on the part-time flexible roll in the same manner as seniority is determined in Section 2.D.1 & 2 above.

b) Part-time flexible employees shall be converted to full-time in the manner set forth in this section. When an opportunity for conversion to a Material Support Craft position exists, the vacant assignment shall be posted for application to all part-time flexible employees assigned to the installation. Except for those positions filled on a best qualified basis, the senior applicant who meets the minimum qualifications of the vacant position shall be converted to full-time and placed into the vacant assignment within 28 days of being identified as the senior applicant who meets the minimum qualifications of the vacant position.

c) If the opportunity for conversion is to a position filled on a best-qualified basis, the applicant who best meets the qualifications of the position shall be converted and placed into the vacant assignment. Applications from part-time flexible employees shall not be considered if sufficient (equal or greater number than available assignments) full-time employees, meeting the minimum qualifications, apply.

d) The date of career appointment in the installation shall be used for vacation scheduling.

E. Changes in Which Seniority is Lost

Except as specifically provided elsewhere in this Agreement, an employee begins a new period of seniority:

1. When the change is at the employee's own request from one installation to another;
2. Upon reinstatement or reemployment;
3. Upon transfer into the Postal Service from any other Federal agency;
4. Upon a mutual exchange between the employees; or
5. Upon being excessed/surplused from an APWU bargaining unit into the MES or MDC except that the employee will retain his/her status of full-time or part-time.

F. Changes in Which Seniority is Retained, Regained or Restored

1. Reemployment After Disability Separation

On reinstatement or reemployment after separation caused by disability, retirement or resignation because of personal illness and the employee so stated in the resignation and furnished satisfactory evidence for inclusion in the personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same or lower salary level, from which originally separated;

provided application for reinstatement or reemployment is made within six (6) months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from the Compensation Group, Office of Personnel Management and in the case of resignation due to illness, by a statement from the applicant's physician or practitioner.

2. Restoration

On restoration in the same installation after return from military service, transfer under letter of authority, or unjust removal, an employee shall regain the same seniority rights as if not separated.

3. Reassignment and Return in Ninety (90) Days

A career employee, voluntarily reassigned from one installation to another with or without change in salary level and voluntarily reassigned within ninety (90) days to the former installation regains seniority previously acquired in the installation augmented by intervening employment.

G. Bidding

1. All full-time positions, including higher level positions, shall be filled by a full-time employee who is the senior qualified bidder meeting the qualification standards for the position except for the following positions, which shall be filled on a best qualified basis:

a. Mail Equipment Shops

Position Number	Position Title
SP 7-3	Lockmaker (**6**)
SP 7-64	Mail Equipment Shops Technician (**10**)
SP 7-42	Machine Operator (A) (**7**)
SP 7-40	Pressman (**7**)

The position of Senior Lockmaker, SP 7-45, (level 6), will be filled on the basis of senior qualified from the position of Lockmaker, SP 7-3, (level 5).

b. Material Distribution Centers

Position Number	Position Title
SP 7-29	Maintenance Mechanic General (Level **7**) Customer Service Clerk (Level **7**)

When job vacancies occur in Maintenance Mechanic-General, SP 7-29; or Customer Service Clerk, employees occupying the same standard position as the vacant position may bid for the vacancy on the basis of senior qualified, except when the vacant assignment is being considered for reversion or being withheld per Article 12.

The residual vacancy will be posted for application unless the vacancy meets one of the exceptions in the preceding paragraph.

2. The successful bidder selected on the basis of senior qualified, shall be placed in the duty assignment for a period of up to and including thirty (30) calendar days, excluding days of absence on scheduled work days, for the purpose of demonstrating the required competency and ability to perform the work. The Employer may, at any time during the thirty (30) calendar day period, return the selected employee to the former position without prejudice if it is determined the employee does not possess the required competency or ability to perform the work. In the event the selected employee is returned to the former position during the qualifying period, the Employer shall select another candidate for the position from the original bid list, if any, who meets the position qualifications. A determination by the Employer to disqualify a selected employee for incompetency or inability to perform the work shall be subject to the provisions of the grievance-arbitration procedure.

3. Material Support craft employees detailed to a non-bargaining unit position may not bid or apply for vacant Material Support craft assignments while so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a non-bargaining detail and returning to their craft position. Upon return to the craft position, such employees may exercise their right to bid or apply for vacant craft duty assignments.

   The duty assignment of a full-time Material Support craft employee detailed to a non-bargaining-unit position, including a non-bargaining-unit training program, in excess of 4 months shall be declared vacant and shall be posted for bid in accordance

with this Article. Upon return to the craft, the employee will become an unassigned regular. An employee temporarily detailed to a non-bargaining-unit position will not return or be returned to the craft solely to prevent the employee's assignment from being posted for bid. Form 1723, *Notice of Assignment,* shall be used in detailing craft employees to temporary non-bargaining-unit positions. The employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details.

Employees detailed to non-bargaining-unit positions are not entitled to out of schedule premium.

H. Special Benefits to Certain Veteran Employees

Employees whose names are within reach on an eligible register and who lost opportunity for career appointment because of service in the military service after June 30, 1950, who subsequently received career appointment, based on restored eligibility, and were granted the benefits of Public Law 121 are entitled to seniority from the date the lower eligible on the same list of eligibles received a career appointment.

I. Filling Positions Reevaluated

1. When an occupied position is upgraded on the basis of the present duties:

   a. The incumbent will remain in the upgraded job provided the incumbent has been in that job for more than one (1) year.

   b. The job will be posted for bid in accordance with this Agreement if the incumbent has not been in the job for more than one (1) year.

2. When an occupied position is upgraded on the basis of duties which are added to the position:

   a. The incumbent will remain in the upgraded job provided the incumbent has been in that job for more than one (1) year. The year of required incumbency in the job begins when the duty or duties were added which permitted the job to be reranked.

   b. The job will be posted for bid in accordance with this Article if the incumbent has not been in the job in accordance with 2.a. above.

3. When Management places automatic equipment in an installation and an employee is assigned to operate the equipment, the time the employee spends on this job before it is ranked and established shall be counted as incumbency in the position for the purpose of being upgraded or assigned.

Section 3. Principles of Posting

A. Newly established and vacant duty assignments shall be posted as follows:

1. All newly established duty assignments within the bargaining unit shall be posted for full-time bargaining unit employees eligible to bid within twenty-eight (28) days. All vacant duty assignments shall be posted within twenty-eight (28) days unless such vacant duty assignments are reverted or where such vacant duty assignment is being withheld pursuant to Article 12, Section 5.B.2. The duties of a vacant assignment will not be segmented solely to avoid the posting or reversion of a vacant position.

2. When a vacant position is under consideration for reversion, the local union president will be given an opportunity for input prior to a decision. The decision to revert or not to revert the position shall be made not later than twenty-eight (28) days after it becomes vacant and if the vacant assignment is reverted, a notice shall be posted advising of the action taken and the reasons therefore.

3. When it is necessary that fixed scheduled day(s) of work in the basic work week for an assignment be permanently changed, the affected assignment(s) shall be reposted.

4. No assignment will be posted because of a change in starting time unless the change exceeds one (1) hour. Whether to post or not is negotiable at the local level if it exceeds one (1) hour.

5. Change in duty assignment as specified below, will require reposting:

    a. A fifty percent (50%) change in actual duties to be performed.

    b. A change in principal assignment area which requires reporting to a different physical location, i.e., building, facility, etc., except the incumbent shall have the option to accept the new assignment.

6. The installation head shall establish a method for handling multiple bidding on duty assignments which are simultaneously posted.

7. An employee may withdraw a bid on a posted assignment, if the withdrawal request is received in writing prior to the closing date of the posting.

8. An unassigned employee may bid on duty assignments posted for bid. An unassigned employee may be assigned to any vacant duty assignment; however, if more than one (1) vacant duty assignment is available, the unassigned employee shall be given a choice of assignment based upon the employee's seniority provided, however, the employee is qualified to perform the duties and responsibilities of the assignment selected.

9. All bids are to be submitted on a standard bid form. In the absence of a standard bid form, a bid submitted in writing shall be accepted.

B. Place of Posting

Bids for an assignment shall be posted on all official bulletin boards at the installation where the vacancy exists. Copies of the notice shall be given to the designated Union representative. When an absent employee has so requested in writing, providing a mailing address, a copy of any notice inviting bids shall be mailed to the employee by the installation head. Posting and bidding for preferred duty assignments shall be installation-wide unless otherwise specified.

C. Length of Posting

The notice shall remain posted for ten (10) days.

D. Information on Notices

1. The duty assignment (as defined above in Section 1.A, if applicable) by position title and number, e.g., key, standard or individual position.

2. Salary level.

3. Hours of duty (beginning, ending).

4. The principal assignment area, e.g., section and/or location of activity.

5. Qualification standards and occupational code number.

6. Physical requirement(s) unusual to the specific assignment (heavy lifting, etc.).

7. Invitation to employees to submit bids.

8. The scheduled days of work.

9. Date of posting and time.

E. Successful Bidder

1. Within ten (10) days after the closing date of the posting, the installation head shall post a notice stating the name and seniority of the successful bidder. The senior qualified bidder meeting the qualification standards established for that position or the best qualified selection, if applicable, shall be designated the “successful” bidder.

2. The successful bidder must be placed in the new assignment no later than twenty-eight (28) days after the date of notification of selection as provided in E.1. above.

3. Ninety (90) Day Work Requirement

   An employee who is placed in any of the vacant duty assignments other than Customer Service Clerk duty assignments, in accordance with this Section shall be required to work that duty assignment for a period of no less than ninety (90) days, unless exercising a bid:

   a. to a similar assignment with different days or hours of duty;

b. to a job in a higher level;

c. due to elimination or reposting of the duty assignment; or

d. because of substantiated medical or health reasons, whereby continuation would be harmful to the employee.

4. An employee who is placed in any vacant Customer Service Clerk duty assignment shall be required to work that duty assignment for a period of no less than 365 days, unless exercising a bid:

a. to a similar assignment with different days or hours of duty;

b. to a job in a higher level;

c. due to elimination or reposting of the duty assignment; or

d. because of substantiated medical or health reasons, whereby continuation would be harmful to the employee.

5. Normally an employee shall work the duty assignment for which the employee has been designated the successful bidder.

F. Definition of a Section

The Employer and the Union shall define sections within the installation. Such definition will be confined to one or more of the following:

1. pay location;

2. by floor;

3. tour;

4. job within an area;
5. type of work;
6. installation;
7. building or
8. shop (MES only).

Section 4. General Provisions

A. Tools

The Employer will provide adequate tools, tool kits and equipment on a charge-out basis to those employees who require such items for the performance of their assigned function. The determination as to what tools, tool kits and equipment are required and the adequacy of such items will be made by the Employer. Where the Employer determines that tools are obsolete, such tools will be recalled and removed from the employees' accountability.

B. Anti-Fatigue Measures

The subject of fatigue as it relates to the safety and health of an employee is a proper subject for the consideration of the Joint Labor-Management Safety Committee as provided in Article 14 of this Agreement. The Employer will continue past practices with regard to anti-fatigue devices.

ARTICLE 42
ENERGY SHORTAGES

In the event of an energy crisis, the Employer shall make every reasonable attempt to secure a high priority from the appropriate Federal agency to obtain the fuel necessary for the satisfactory maintenance of postal operations. In such a case, or in the event of any serious widespread energy shortage, the Employer and the Union shall meet and discuss the problems and proposed solutions through the Labor Management Committee provided in Article 17.

(The preceding Article, Article 42, shall apply to **PSEs**)

ARTICLE 43
SEPARABILITY AND DURATION

Section 1. Separability

Should any part of this Agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement, and they shall remain in full force and effect.

Section 2. Duration

Unless otherwise provided, this Agreement shall be effective **May 23, 2011**, and shall remain in full force and effect to and including 12 midnight **May** 20**, 2015**, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification

must serve written notice of such intent to the other party, not less than 90 or more than 120 days before the expiration date of the Agreement.

(The preceding Article, Article 43, shall apply to **PSEs**)

In witness whereof the parties hereto affix their signatures below this **13th** day of **May 2011**.

For the USPS

Patrick R. Donahoe
Postmaster General
Chief Executive Officer
United States Postal Service

For the APWU

Cliff Guffey
President
American Postal Workers Union, AFL-CIO

MEMORANDUMS OF UNDERSTANDING AND LETTERS OF INTENT

APPENDIX A
APWU Postal Support Employee Memoranda

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

Re: Postal Support Employees

The parties agree to the following general principles concerning Postal Support Employees (PSEs):

1. **General Principles**

   a. **The PSE work force will be comprised of non-career, bargaining unit employees, which is the only category of non-career employees established to work within APWU bargaining units.**

   b. **PSEs will be hired for a term not to exceed 360 calendar days and will have a break in service of at least 5 days, if reappointed.**

   c. **Leave provisions for PSEs are included in Attachment A.**

   d. **For PSE percentage use allowances, see Article 7.1.B.**

   e. **The Postal Service will provide a report every four week reporting period with information needed to monitor compliance with the**

provisions above, i.e., the total number of career bargaining unit employees and PSEs by craft, function, installation and District.

f. The transitional employee and casual category of supplemental employees will be eliminated within three (3) months of the effective date of this Agreement.

g. The hourly rates for PSEs on the effective date of this Agreement shall be as follows:

Grade	Hourly Rate
3	$12.00
4	$12.38
5	$13.74
6	$14.60
7	$15.52
8	$15.85

Should it be necessary for recruitment or retention of PSEs, the Postal Service may pay higher hourly rates, with the concurrence of the Union.

Whenever contracting or in sourcing is under consideration, the Union may propose different hourly rates for competitive purposes.

2. Contract Provisions

The parties agree that only the following articles and portions of articles of the National Agreement apply to PSEs as outlined below:

Article 1

Article 2

Article 3

Article 5

Article 7

Article 7
EMPLOYEE CLASSIFICATION

Section 1. Definition and Use

* * * * *

B. Postal Support Employees (PSEs)

1. **The PSE work force shall be comprised of non-career bargaining unit employees.**

2. **During the course of a service week, the Employer will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to PSEs.**

3. **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. The total number of PSEs used in retail/ customer services (function four) within a District will not exceed 20% of the total number of career retail/customer services (function four) clerk craft employees within that District. The number of PSEs derived from the retail/ customer services (function four) percentage may be used in function one and when doing so will not count against the 20% mail processing (function one) District cap.**

In the Maintenance Craft, the total number of PSEs used within a District will not exceed 10% of the total number of career maintenance craft employees within that District.

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.

4. In Level 22 and above offices, PSEs in retail/ customer services (Function 4) who work the window will not exceed 10% of the career retail clerks in that installation whose duties include working the window. The rounding-up rule of .5 and above applies.

In Level 21 and below offices, PSEs in retail/ customer services (Function 4) who work the window will not exceed 20% of the career retail clerks in that installation whose duties include working the window. The rounding-up rule of .5 and above applies.

When the hours worked by a PSE on the window demonstrates the need for a full-time preferred duty assignment, such assignment will be posted for bid within the section.

PSEs who work the window may work in relief of employees holding duty assignments on the window.

5. Any non-APWU bargaining unit employee on light or limited duty in an APWU craft or on a rehabilitation assignment in an APWU craft who

does not hold a bid assignment will not be counted as a career employee for the purpose of determining the number of PSEs who may be employed in that APWU craft.

6. In addition to the caps in paragraph 3 above, PSEs will not be counted towards the allowable percentages of PSEs within a District when employed for new work that is brought into the bargaining units covered by this Agreement, including work being contracted out that is brought in-house, as follows:

a. In the Clerk Craft, in any former Contract Postal Unit (CPU) that is brought back in-house, unless it is a full-service unit or it primarily provides postal services.

b. In the Maintenance Craft, for custodial work formerly contracted out that is brought in-house, subject to the provisions of the Maintenance Craft Jobs Memo.

c. In the Motor Vehicle Craft, for highway contract routes (HCRs) that are brought back into the Postal Service and assigned to postal employees, subject to the provisions of the Motor Vehicle Craft Jobs Memo.

d. The Employer and the Union may agree upon the use of additional PSEs in other circumstances when new or contracted work is brought in-house, or when new retail initiatives that are not full-service post offices are established.

7. **The Postal Service will provide a report, every four week reporting period with information needed to monitor compliance with the provisions above, i.e., the total number of career bargaining unit employees and PSEs by craft, function, installation and District.**

8. **PSEs shall be hired from an appropriate register pursuant to such procedures as the Employer may establish. They will be hired for a term not to exceed 360 calendar days per appointment. Such employees have no daily or weekly work hour guarantees, except as provided for in Article 8.8.D. PSEs will have a break in service of at least 5 days, if reappointed.**

Article 8
HOURS OF WORK

Section 2. Work Schedules

A. The employee's service week shall be a calendar week beginning at 12:01 a.m. Saturday and ending at 12 midnight the following Friday.

B. The employee's service day is the calendar day on which the majority of work is scheduled. Where the work schedule is distributed evenly over two calendar days, the service day is the calendar day on which such work schedule begins.

Section 3. Exceptions

*** * * * ***

PSEs will be scheduled in accordance with Section 2, A and B, of this Article.

Section 4. Overtime Work

* * * * *

G. Overtime Work PSEs

PSEs shall be paid overtime for work performed in excess of forty (40) work hours in any one service week. Overtime pay for PSEs is to be paid at the rate of one and one-half (1-1/2) times the basic hourly straight time rate.

When an opportunity exists for overtime for qualified and available full-time employees, doing similar work in the work location where the employees regularly work, prior to utilizing a PSE in excess of eight (8) work hours in a service day, such qualified and available full-time employees on the appropriate Overtime Desired List will be selected to perform such work in order of their seniority on a rotating basis.

Section 7. Night Shift Differential

For time worked between the hours of 6:00 p.m. and 6:00 a.m., employees shall be paid additional compensation at the applicable flat dollar amount at each pay grade and step in accordance with the attached table (Table 2).

Section 8. Guarantees

D. Any PSE who is scheduled to work and who reports shall be guaranteed two (2) hours of work or pay.

Section 9. Wash-up Time

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

(The preceding paragraph, Article 8.9, shall apply to PSEs.)

Article 9
SALARIES AND WAGES

Section 7. Postal Support Employees

The hourly rates for PSEs shall be adjusted by the general increases provided for in Article 9.1. In addition, PSEs will receive the following wage adjustments:

> **Effective, November 17, 2012, the hourly rates for all grades shall be increased by 1.0%.**
>
> **Effective November 16, 2013, the hourly rates for all grades shall be increased by 1.0%.**
>
> **Effective November 15, 2014, the hourly rates for all grades shall be increased by 1.5%.**

All percentage increases are applied to the wage rates in effect at the beginning of the contract.

Article 10
LEAVE

Section 2. Leave Regulations

A. The leave regulations in Subchapter 510 of the Employee and Labor Relations Manual, insofar as such regulations establish wages, hours and working conditions of employees covered by this Agreement, other than PSEs, shall remain in effect for the life of this Agreement.

B. Career employees will be given preference over non-career employees when scheduling annual leave. This preference will take into consideration that scheduling is done on a tour-by-tour basis and that employee skills are a determining factor in this decision.

Article 11
HOLIDAYS

*** * * * ***

Section 6. Holiday Schedule

D. Postal Support Employees

PSEs will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or non-volunteers being scheduled to work a nonscheduled day or any full-time non-volunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the Local Memorandum of Understanding will apply.

Article 14

Article 15

Article 17, Sections 2, 3, 4, 6 and 7

Article 18

Article 19

Article 19
HANDBOOKS AND MANUALS

* * * * *

Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours, or working conditions shall apply to PSEs only to the extent consistent with other rights and characteristics of PSEs negotiated in this Agreement and otherwise as they apply to the supplemental work force. The Employer shall have the right to make changes to handbooks, manuals and published regulations as they relate to PSEs pursuant to the same standards and procedures found in Article 19 of this Agreement.

Article 20

Article 22

Article 23

Article 24

Article 27

Article 28

Article 31

Article 32

Article 34

Article 36

Article 42

Article 43

Only the following Memorandums of Understanding from the 2010 National Agreement shall apply to PSEs:

Use of Privately Owned Vehicles

Leave Sharing

Leave Without Pay

Time Limitations Concerning Bone Marrow, Stem Cell, Blood Platelet, and Organ Donations

Removal of Social Security Number References

3. Other Provisions

A. Light Duty

Article 13 does not apply to PSEs. However, Article 13 does not prohibit the assignment of PSEs to light duty.

B. Article 15

1. The parties recognize that PSEs will have access to the grievance procedure for those provisions which the parties have agreed apply to PSEs.

2. Nothing herein will be construed as a waiver of the employer's obligation under the National Labor Relations Act. PSEs will not be discharged for exercising their rights under the grievance-arbitration procedure.

3. The separation of PSEs upon completion of their 360-day term and the decision to not reappoint PSEs to a new term are not grievable. PSEs may be separated for lack of work at any time. Such separation is not

grievable except where it is alleged that the separation is pretextual. PSEs separated for lack of work before the end of their term will be given preference for reappointment ahead of other applicants who have not served as PSEs if the need for hiring arises within one (1) year of their separation.

PSEs may be disciplined or removed within the term of their appointment for just cause and any such discipline or removal will be subject to the grievance arbitration procedure, provided that within the immediately preceding six months, the employee has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first.

In the case of removal for cause within the term of an appointment, a PSE shall be entitled to advance written notice of the charges against him/her in accordance with the provisions of Article 16 of the National Agreement.

C. Article 25, Higher Level Pay

In the event a PSE is temporarily assigned to a higher level position, such employee will be paid at the higher level only for the time actually spent on such job. This language should not be construed to encourage the Postal Service to temporarily assign such employees to higher level positions. When the opportunity exists for higher level assignment, the principle of preference for career employees over PSEs should be utilized. PSEs will not be assigned to

higher level assignments within function four (e.g., LSSA, Bulk Mail Tech, Special Postal Clerk, Lead Clerk), except when no career employee is available.

D. Health Insurance

After an initial appointment for a 360-day term and upon reappointment to another 360-day term, any eligible non-career PSE who wants to participate in the Federal Employees Health Benefits (FEHB) Program on a pretax basis will be required to make an election to do so in accordance with procedures to be published as soon as administratively practicable. A previous appointment as a transitional employee will count toward qualifying for participation in FEHB, in accordance with the Office of Personnel Management (OPM) regulations. The total cost of health insurance is the responsibility of the PSE, except as provided below.

The Postal Service will make a contribution in the amount of 75% of the total premium for any eligible PSE who selects the APWU Consumer Driven Health Plan.

E. PSE Career Opportunity

When the Postal Service determines in accordance with contractual provisions that it has needs to fill vacancies with new career employees, available and qualified PSEs will be converted to fill such vacancies on a seniority basis.

F. Opting

A PSE may only occupy full-time (traditional or nontraditional) duty assignments in accordance with these rules. This does not prohibit PSEs from working assignments that do not constitute a duty assignment.

In the Clerk and Motor Vehicle Crafts, where practicable, PSEs will be allowed to opt on a seniority basis for fulltime (traditional and non-traditional) vacant, residual assignments in the installation for which they are qualified and which are not assigned to career employees. Such opting does not create any work hour or assignment guarantees.

Hours worked by PSEs in opted non-traditional full-time assignments of more than eight hours in a work day or forty hours in a work week will be an exception, for the portion of their assignment which exceeds eight hours in a day and forty hours in a week, to the contractual obligation pursuant to Article 8.4.G to utilize the Overtime Desired List.

In the Clerk Craft, existing provisions of Article 37.3.F.5 and 37.3.F.7 apply prior to a PSE opting for the assignment. In addition, Article 37.3.F.3 and 37.3.F.4 will be modified so as to permit all bidders to train and attempt to qualify before the duty assignment becomes residual and available for assignment of unencumbered employees, PTF preferencing (unless being withheld), and finally for PSE opting. However, qualified PSEs may be utilized to backfill vacancies while full-time or part-time

employees are in training pending qualification. In addition, any such assignment will be posted for bid as a vacant duty assignment or reverted pursuant to Article 37.3 on the occasion of the PSE's break in service.

In the Motor Vehicle Craft, any assignment opted by a PSE will be posted for bid as a vacant duty assignment or reverted on the occasion of the PSE's break in service.

G. Retirement Savings Plan

The parties will explore the steps necessary for the establishment of 401(k)-type retirement savings plans and/or payroll allotments for Individual Retirement Accounts for PSEs. The Postal Service will not be required to make any matching contributions as part of such plans.

* * *

ATTACHMENT A
POSTAL SUPPORT EMPLOYEE (PSE)
ANNUAL LEAVE PROVISIONS

I. GENERAL

A. Purpose. Annual leave is provided to PSEs for rest, recreation, emergency purposes, and illness or injury.

1. Accrual of Annual Leave. PSEs earn annual leave based on the number of hours in which they are in a pay status in each pay period.

Rate of Accrual	Hours in Pay Status	Hours of Annual Leave Earned Per Pay Period
1 hour for each unit of 20 hours in pay status in each pay period	20	1
	40	2
	60	3
	80	4 (max)

2. Biweekly Crediting. Annual leave accrues and is credited in whole hours at the end of each biweekly pay period.

3. Payment For Accumulated Annual Leave. A separating PSE may receive a lump-sum payment for accumulated annual leave subject to the following condition:

B. A PSE whose separation is effective before the last Friday of a pay period does not receive credit or terminal leave payment for the leave that would have accrued during that pay period.

II. AUTHORIZING ANNUAL LEAVE

A. General. Except for emergencies, annual leave for PSEs must be requested on Form 3971 and approved in advance by the appropriate supervisor.

B. Emergencies and Illness or Injury. An exception to the advance approval requirement is made for emergencies and illness or injury; however, in these situations, the PSE must notify appropriate postal authorities as soon as possible as to the emergency or illness/injury and the expected duration of the absence. As soon as possible after return to duty, PSEs must submit Form 3971 and explain the reason for the emergency or illness/injury to their supervisor. Supervisors approve or disapprove the leave request. When the request is disapproved, the absence may be recorded as AWOL at the discretion of the supervisor as outlined in Section IV.B below.

III. UNSCHEDULED ABSENCE

A. Definition. Unscheduled absences are any absences from work that are not requested and approved in advance.

B. PSE Responsibilities. PSEs are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences. In addition, PSEs must provide acceptable evidence for absences when required.

IV. FORM 3971, REQUEST FOR, OR NOTIFICATION OF, ABSENCE

A. Purpose. Application for annual leave is made in writing, in duplicate, on Form 3971, Request for, or Notification of, Absence.

B. Approval/Disapproval. The supervisor is responsible for approving or disapproving application for annual leave by signing Form 3971, a copy of which is given to the PSE. If a supervisor does not approve an application for leave, the disapproved block on Form 3971 is checked and the reasons given in writing in the space provided. When a request is disapproved, the reasons for disapproval must be noted. AWOL determinations must be similarly noted.

* * *

APPENDIX B
MEMORANDA OF UNDERSTANDING
AND
LETTERS OF INTENT

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

Re: MEMORANDA OF UNDERSTANDING AND LETTERS OF INTENT

The parties agree that except for those National level Memoranda of Understanding and Memoranda of Intent (MOUs) as well as National level Letters of Intent (LOIs) that have a specific expiration date, or are otherwise by their terms limited to actions occurring during a National Agreement, all other National MOUs/LOIs shall continue unless modified or eliminated either by agreement or as a result of interest arbitration. The parties further agree that this understanding includes all National Level MOUs and LOIs set forth in each of the parties' printing of the prior National Agreement as well as all other National level MOUs and LOIs.

* * *

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

Re: Clerical Work

When non-managerial or non-supervisory work, not otherwise excluded by Article 1.2, which was being

performed by supervisors, is no longer performed by supervisors, then it must be assigned to clerk craft employees.

* * *

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

Re: New Positions and New Work

Except for positions excluded by Article 1.2, all newly created positions shall be assigned by the Postal Service to the national craft unit most appropriate for such position within 30 days after its creation, and all non-managerial or non-supervisory work shall be assigned to the most appropriate bargaining unit position applying the requirements and criteria of Article 1.5. Additionally, the Postal Service shall provide notice to the APWU when it believes that a new position is excluded pursuant to Article 1.2, and when it believes that new non-managerial or non-supervisory work should be assigned to employees in a non-APWU position.

* * *

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

Re: Operating Services and Facility Services

The parties agree to establish a transitional process for the inclusion of the bargaining unit for Operating Services,

Headquarters, and Facility Services Section, Merrifield, VA into Article 1, Section 1 of the 2010 National Agreement. The bargaining unit is currently covered by the agreement between the parties in Handbook EL-907, which will be discontinued and the bargaining unit will be incorporated into the agreement between the parties in Handbook EL-912, with the following understanding:

1. **The Operating Services craft will be incorporated as Article 40 in the 2010 National Agreement.**
2. **The current Operating Services work rules remain in effect unless otherwise mutually revised by the parties.**
3. **Operating Services employees will be merged into the 2010 National Agreement pay structure during its term as the parties may agree.**

* * *

Q06C-4Q-C 10005587 GLOBAL SETTLEMENT

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.

As a result of this settlement, in offices under 100 bargaining unit employees, postmasters and supervisors may only perform bargaining unit work in accordance with Article 1.6.A and when listed in their position description in accordance with the following:

<u>In level 18</u> offices, the Postmaster is permitted to perform no more than fifteen (15) hours of bargaining unit work per week. There will be no PMR usage in level 18 offices.

<u>In level 16</u> offices, the Postmaster is permitted to perform no more than twenty-five (25) hours of bargaining unit work per week. There will be no PMR usage in level 16 offices.

<u>In level 15</u> offices, the Postmaster is permitted to perform no more than twenty-five hours (25) of bargaining unit work per week. There will be no PMR usage in level 15 offices.

In the event there is a second supervisor in any of these offices, only one of the supervisory employees may perform bargaining unit work as prescribed above (either the Postmaster or the Supervisor).

Bargaining unit work performed by Postmasters or supervisors should be consecutive hours to the extent practicable, so as to minimize the necessity for split shifts for clerk craft employees, whenever possible. All time the supervisor or Postmaster spends staffing the window during the day will be counted towards the permissible bargaining unit work limits.

Postal Operations Administrator (POA) will be obsolete.

The Postal Service will report to the APWU, on a quarterly basis, bargaining and non-bargaining unit employee staffing changes in Level 15 and below offices.

In accordance with the M-32, postmasters or supervisors performing bargaining unit work will record what operation they are performing either by time clock, PS Form 1260 or other appropriate means. A copy of such documentation shall be made available to the Union upon request.

Any office that is downgraded in level will remain at the bargaining unit work standard that is in place at the beginning of the Agreement through the life of that contract.

* * *

February 18, 2011

Mr. Cliff Guffey
President
American Postal Workers Union, AFL-CIO
1300 L Street NW
Washington, DC 20005-4128

Dear Cliff:

As discussed during negotiations, the Postal Service will apply its non-discrimination policies to the hiring processes for the new category of employee, [Postal Support Employee (PSE)], in the same manner as those policies apply to career employees and the same avenues of enforcement will be available with respect to the hiring of [PSEs] as are available with respect to the hiring of career employees. The non-discrimination policies include the commitment in Employee and Labor Relations Manual (ELM), Section 311.12, to not discriminate in personnel decisions on the basis of race, color, religion, sex, national origin, age, or disability as provided by law.

The Rehabilitation Act of 1973 governs our hiring processes and prohibits discrimination against qualified employees and career and non-career job applicants with disabilities, including those disabled employees who are deaf or hard of hearing. The Rehabilitation Act imposes an obligation on the Postal Service to find reasonable ways to accommodate a qualified individual with a disability. In the case of deaf and hard of hearing employees and applicants, Management has an obligation to reasonably accommodate requests for assistance in communicating with or understanding others in work-related situations. (See, e.g., EL-312, Employment and Placement, Section 235.23 and EL-307, Reasonable Accommodation, an Interactive Process).

It is Postal Service policy to provide equal employment opportunities to qualified applicants with disabilities, including those who are deaf or hard of hearing. This continues to be accomplished through our hiring processes for both career and non-career employees. (EL-312, Section 235.1, and EL-307, Section 41). This letter does not affect the Postal Service's right to modify its nondiscrimination policies pursuant to Article 19 or otherwise.

Sincerely,
Doug A. Tulino

* * *

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

Re: Deaf and Hard of Hearing

REASONABLE ACCOMMODATION FOR THE DEAF AND HARD OF HEARING

MANAGEMENT'S RESPONSIBILITY

Management has an obligation to reasonably accommodate Deaf and Hard of Hearing employees with a disability under the Rehabilitation Act (the "Act") and applicants represented by the APWU who request assistance in communicating with or understanding others in work related situations, such as but not limited to:

a. During investigatory interviews which may lead to discipline, discussions with a supervisor on job performance or conduct, or presentation of a grievance

pursuant to Article 17 and other provisions of the collective bargaining agreement.

b. During some aspects of training including formal classroom instruction.

c. During portions of EAP programs or EEO counselings.

d. In critical elements of the selection process such as during testing and interviews.

e. During employee orientations and safety talks, CFC and saving bond drive kickoff meetings.

f. During the filing or meetings concerning an employee's OWCP claim.

A reasonable accommodation must be approached on a highly individual, case by case basis. The individual's input must be considered prior to making a decision regarding accommodation.

IMPLEMENTATION

This obligation is met by selecting an appropriate resource from the variety of resources available. In selecting a resource, the following, among others, should be considered, as appropriate:

- The ability of the deaf and hard of hearing employee to understand various methods of communication and the ability of others to understand the deaf or hard of hearing employee.
- The importance of the situation as it relates to work requirements, job rights, and benefits.
- The availability and cost of the alternative resources under consideration.
- Whether the situation requires confidentiality.

Available resources which should be considered include, but are not limited to the following:

a. Installation heads are authorized to pay for certified interpreters. Every effort will be made to provide certified interpreters when deemed necessary by an application of the principles set forth herein.

b. In some states, the Division of Vocational Rehabilitation (DVR) provides interpreters at no charge. When a decision is made that an interpreter is the appropriate accommodation and a DVR interpreter is not available other methods of securing an interpreter should be used, such as through Video Remote Interpreting (VRI) technology, if available, postal-approved and authorized or other new and evolving technology that is authorized and approved.

c. Volunteer interpreters or individuals skilled in signing may be obtained from the work force or from the community. The skill level of such persons should be considered.

d. In some situations, such as day-to-day instructions and routine communications, written communications may be appropriate based on the employee's ability to comprehend written communications.

e. Supervisors, training specialists, EAP, and EEO counselors may be trained in sign language.

f. APWU represented deaf or hard of hearing applicants will be scheduled for a specific examination time when an interpreter will be available.

g. State or Federal relay services or other postal-approved technology, such as Video Relay Service (VRS) or VRI, if available and authorized, or other new and evolving technology that is available, authorized and approved,

may provide a way for a deaf or hard of hearing employee to conduct postal business by telephone with other employees and customers.

h. When possible, interpretive services as described in (a) through (f) above should be scheduled as far in advance as possible.

i. In the event of an emergency situation, the Postal Service will strive to communicate the nature of the emergency as soon as possible.

Management will provide the following assistance for deaf and/ or hard of hearing employees with a disability under the Act:

a. All films or videotapes designed for the training or instruction of regular work force employees developed on or after October 1, 1987, shall be opened or closed captioned. To the extent practicable, existing films or videotapes developed nationally that will continue to be used by deaf or hard of hearing employees with some frequency, will be opened or closed captioned.

b. Special communications devices for the deaf will be installed in all postal installations employing deaf employees in the regular work force. Special communications devices, or telephone volume control devices will be installed for hard of hearing employees whenever a hard of hearing employee needs a reasonable accommodation in order to communicate by phone. These devices will be available to deaf and/or hard of hearing employees for official business and in the case of personal emergencies. As appropriate, Management will provide training to staff on the use of these special communication devices.

c. A visual alarm will be installed on all moving powered industrial equipment in all postal installations employing

deaf employees in the regular work force or in any installation where such a reasonable accommodation is necessary for a hard of hearing employee.

d. Visual fire alarms will be installed in all new postal installations (installations for which the U.S. Postal Service, as of June 12, 1991, had not awarded a contract for the design of the building) where the Postal Service installs audible fire alarms. The parties will discuss and seek to agree at the local level about the installation in such other facilities as may be appropriate.

JOINT LABOR-MANGEMENT MEETINGS

Discussion of problem areas with regard to the use of certified sign interpreters, enhancement of job opportunities for the deaf and hard of hearing, including recruitment and hiring efforts, type of special communications devices or volume control devices to be installed, installation of visual alarms or other systems such as tactile devices at other than new postal installations, and the availability of new technologies which may help deaf and hard of hearing employees perform a variety of tasks are appropriate matters for consideration at Joint Labor-Management meetings. Discussion of such matters at Labor-Management meetings is not a prerequisite to the filing or processing of a grievance.

* * *

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

Re: Layoff Protection

Each employee who is employed in the regular work force as of November 20, 2010, and who has not acquired the protection provided under Article 6 shall be protected henceforth against any involuntary layoff or force reduction during the term of this Agreement. It is the intent of this Memorandum of Understanding to provide job security to each such employee during the term of this Agreement; however, in the event Congress repeals or significantly relaxes the Private Express Statutes this Memorandum shall expire upon the enactment of such legislation. In addition, nothing in this Memorandum of Understanding shall diminish the rights of any bargaining-unit employees under Article 6.

Since this Memorandum of Understanding is being entered into on a nonprecedential basis, it shall terminate for all purposes at midnight, **May 20, 2015**, and may not be cited or used in any subsequent dispute resolution proceedings.

* * *

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

Re: References to Casuals, TE's, and Supplemental Workforce

The parties agree that all references to casuals, transitional employees and supplemental workforce in the 2006 CBA will be jointly reviewed and replaced with PSEs wherever appropriate.

* * *

MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES POSTAL SERVICE AND THE JOINT BARGAINING COMMITTEE
(The American Postal Workers Union, AFL-CIO, and National Association of Letter Carriers, AFL-CIO)

Re: Articles 7, 12 and 13 - Cross Craft and Office Size

a. It is understood by the parties that in applying the provisions of Articles 7, 12 and 13 of the **2010** National Agreement, cross craft assignments of employees, on both a temporary and permanent basis, shall continue as they were made among the six crafts under the 1978 National Agreement.

B. It is also agreed that where the **2010** Agreement makes reference to offices/facilities/installations with a certain number of employees or man years, that number shall include all categories of bargaining unit employees in the office/facility/ installation who were covered by the 1978 National Agreement.

* * *

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

Re: Maximization/Full-Time Flexible - APWU

Where a part-time flexible has performed duties within his craft and occupational group within an installation at least 40 hours a week (8 within 9, or 8 within 10, as applicable), 5 days a week, over a period of 6 months, the senior part-time flexible shall be converted to full-time status.

This criteria shall be applied to postal installations with 125 or more man years of employment.

It is further understood that part-time flexibles converted to full-time under this criteria will have flexible reporting times, flexible nonscheduled days, and flexible reporting locations within the installation depending upon operational requirements as established on the preceding Wednesday.

The parties will implement this in accordance with their past practice.

Date: July 21, 1987

* * *

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

Re: Conversions Under the Maximization Memorandum

As discussed, when a full-time assignment(s) is being withheld in accordance with Article 12, the subsequent backfilling of the assignment(s) will not count towards the time considered for maximizing full-time duty assignments, in accordance with the Memorandum of Understanding.

The parties also recognize that employees are to be converted to full-time consistent with the memorandum, provided the work being performed to meet maximization qualification is not being performed on assignment(s) described above.

* * *

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

Re: Non-Traditional Full-Time (NTFT) Duty Assignments in Retail Operations, Level 20 and Below Offices

The parties agree that for Retail Operations in Level 20 and below offices, Non-Traditional Full-Time duty assignments may be created when the union can demonstrate the need for such non-traditional duty assignments and it is economically and operationally advantageous to do so.

* * *

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

Re: Non-Traditional Full-Time (NTFT) Duty Assignments

The parties agree to the following rules concerning Non-Traditional Full-Time (NTFT) duty assignments:

1. **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.**

2. **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.**

3. **There will no longer be Part-Time Flexible (PTF) employees working in Function 1 or in post offices Level 21 and above.**

4. **Part-Time Flexible (PTF) employees may work in Function 4 offices level 20 and below. Offices, level 20 and below, remain subject to the Article 7.3.B obligations to maximize the number of full-time employees and minimize the number of part-time flexible employees who have no fixed work schedules.**

5. **There will no longer be Part-Time Regular (PTR) employees in the clerk craft.**

6. **There will no longer be Part-Time Regular (PTR) and Part-Time Flexible (PTF) employees in the motor vehicle craft. Management may create Flexible Non-Traditional Duty assignments to replace PTR and PTF duty assignments.**

7. **Employees occupying FTR duty assignments (traditional and NTFT) in postal installations which have 200 or more man years of employment in the regular work force, career employees in mail processing operations, transportation and vehicle maintenance facility operations will have consecutive days off, unless otherwise agreed to by the parties at the local level. For employees occupying NTFT duty assignments, if the NTFT schedule has 3 or more scheduled days off, at least 2 must be consecutive.**

8. **In Function 1, no more than 50% of all duty assignments in the facility may be NTFT duty assignments of 30-48 hours, unless otherwise agreed to by the parties at the local level.**

9. **In Function 4, Management may create as many clerk NTFT duty assignments of 30-48 hours in a facility as is operationally necessary.**

10. **In Function 4, in offices with no employees working in NTFT duty assignments, at least 25% of employees will have consecutive days off. However, if there are employees working in NTFT duty assignments, and a NTFT schedule has 3 or more scheduled days off, at least 2 must be consecutive.**

11. **Non-traditional full-time assignments will have no more than 1-hour lunch. Exception: in Post Offices (level 20 and below) where necessary to accommodate the conversion of PTF's to full-time status, split shifts will be permissible.**

12. **NTFT assignments of more than nine (9) hours in a service day shall include a 3rd break excluding lunch.**

13. **These NTFT employees will normally work the number of hours (daily and/or weekly) identified in their bid assignment, except in an emergency. These employees are entitled to out of schedule premium for hours worked outside their normal schedule.**

14. **Full-Time Flexible Clerk Craft non-traditional assignments [10% of full-time assignments, but at least one (1) in any installation] may be created and utilized in retail (Function 4) operations and to cover vacancies and absences subject to negotiated rules. The start times and off-days of flexible non-traditional full-time assignments may be changed from week-to-week without out-of-schedule obligations, subject to a Wednesday of the prior week notification. Weekly and daily guarantees will remain unchanged.**

15. **When an occupied traditional clerk FTR duty assignment is reposted as a nontraditional full-time assignment, all duty assignments in that section or**

station/branch currently occupied by employees junior to the incumbent in that assignment will also be reposted for in-section bidding.

16. **Vacant traditional FTR duty assignments can be posted as non-traditional full-time assignments, after notice to Local Union President and opportunity for input, where operationally necessary. For MVS duty assignments this notice will also be provided to the local MVS Craft Director.**

17. **Excessed employee with retreat rights (under 12.5.C.4 or 12.5.C.5) may decline the opportunity to retreat to nontraditional full-time assignment without relinquishing the right to retreat to posted traditional full-time regular duty assignments.**

18. **Article 37.3.A.4.(c) will be amended to add (5) and (6) to read as follows:**

    (5) Any occupied traditional full-time regular duty assignment which is converted to a non-traditional full-time assignment shall be reposted. Any occupied non-traditional full-time regular duty assignment which is converted to a traditional full-time assignment shall be reposted.

    (6) When the total hours in the workweek of a nontraditional full-time assignment are changed the assignment shall be reposted.

19. **Add to 37.3.A.1:**

    > **Every effort will be made to create desirable duty assignments from all available work hours for career employees to bid.**

20. **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.

21. Before implementing any new non-traditional assignments the local union will have the opportunity to review, comment, make suggestions and propose alternatives.

22. Should concerns or disputes about non-traditional assignments arise, the local union will refer them to the appropriate APWU National Business Agent who may meet with local, District, or Area management as appropriate. Any unresolved issues will be forwarded to the National Level.

23. Any concerns or disputes regarding non-traditional staffing and assignments will not be pursued through the normal grievance procedure. Such issues will be processed through ADRP with an opportunity for discussion with operations management at the local level, District, Area, and National Level. If any disputes arise and remain unresolved after such reviews, the National APWU may appeal the dispute to the appropriate arbitration docket.

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OVERTIME RULES FOR NON-TRADITIONAL FULL-TIME (NTFT) DUTY ASSIGNMENTS

1. **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).

2. **Overtime built into a non-traditional full-time assignment (exceeding 40 hours in a week) will be FLSA overtime and not subject to Article 8.5, OTDL, or LMOU scheduling rules.**

3. **The exception to requiring employees in NTFT duty assignments to work overtime will be that Holiday scheduling is accomplished under Article 11 and the LMOU pecking order.**

4. **Employees in NTFT duty assignments will be eligible to sign the Overtime Desired List(s).**

5. **These NTFT employees will receive postal overtime for work performed beyond eight (8) hours on any day where their normal schedule is eight (8) hours or less.**

6. **If these employees' normal schedule is longer than eight (8) hours on any day, they will receive postal overtime only when they exceed their normal schedule for that day. (For example, an employee's normal schedule is ten (10) hours on a given day but the employee works eleven (11) hours on that day. Only the last hour would be subject to postal overtime.)**

7. **For employees in NTFT duty assignments with normal schedules of forty (40) hours or less they will receive postal overtime when in a pay status for more than forty (40) hours in a service week. For employees with normal schedules in excess of**

forty (40) hours per week they will receive postal overtime when in a pay status for more than the normal weekly scheduled hours.

8. **These employees will be guaranteed 8 hours on any non-scheduled day.**

9. **These employees will receive penalty overtime for all hours:**

    a. **For daily schedules of ten (10) or less hours, penalty overtime is paid for hours over ten (10) in a pay status;**

    b. **For daily schedules exceeding ten (10) hours, penalty overtime is not paid until hours in a pay status exceed the scheduled hours;**

    c. **For the first non-scheduled day an employee works in a service week, penalty overtime is paid for time in a pay status exceeding eight (8) hours;**

    d. **Should an employee work a second, third, or fourth non-scheduled day in a service week, penalty overtime is paid for those hours in a pay status;**

    e. **After an employee has worked overtime on four (4) days in a service week, penalty overtime will be paid for any subsequent hours exceeding the daily or weekly scheduled hours.**

These NTFT employees will be subject to the 10, 12, 56 and 60 hour limitations. [Exception: employees whose normal daily schedule exceeded ten (10) hours would be exempt from the 10 hour limitation for that day.]

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

Re: Career Employees in Remote Encoding Centers

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 Memo Re: Maximization/Full-time Flexible – APWU, these assignments will have flexible reporting times, flexible non-scheduled 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.

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO, and
National Association of Letter Carriers, AFL-CIO)

Re: Article 8

Recognizing that excessive use of overtime is inconsistent with the best interests of postal employees and the Postal Service, it is the intent of the parties in adopting changes to Article 8 to limit overtime, to avoid excessive mandatory overtime, and to protect the interests of employees who do not wish to work overtime, while recognizing that bona fide operational requirements do exist that necessitate the use of overtime from

time to time. The parties have agreed to certain additional restrictions on overtime work, while agreeing to continue the use of overtime desired lists to protect the interests of those employees who do not want to work overtime, and the interests of those who seek to work limited overtime. The parties agree this memorandum does not give rise to any contractual commitment beyond the provisions of Article 8, but is intended to set forth the underlying principles which brought the parties to agreement.

The new provisions of Article 8 contain different restrictions than the old language. However, the new language is not intended to change existing practices relating to use of employees not on the overtime desired list when there are insufficient employees on the list available to meet the overtime needs. For example, if there are five available employees on the overtime desired list and five not on it, and if 10 work hours are needed to get the mail out within the next hour, all ten employees may be required to work overtime. But if there are 2 hours within which to get the mail out, then only the five on the overtime desired list may be required to work.

The parties agree that Article 8, Section 5.G.1, does not permit the Employer to require employees on the overtime desired list to work overtime on more than 4 of the employee's 5 scheduled days in a service week, over 8 hours on a nonscheduled day, or over 6 days in a service week.

Normally, employees on the overtime desired list who don't want to work more than 10 hours a day or 56 hours a week shall not be required to do so as long as employees who do want to work more than 10 hours a day or 56 hours a week are available to do the needed work without exceeding the 12-hour and 60-hour limitations.

In the Letter Carrier Craft, where management determines that overtime or auxiliary assistance is needed on an employee's route on one of the employee's regularly scheduled days and

the employee is not on the overtime desired list, the employer will seek to utilize auxiliary assistance, when available, rather than requiring the employee to work mandatory overtime.

In the event these principles are contravened, the appropriate correction shall not obligate the Employer to any monetary obligation, but instead will be reflected in a correction to the opportunities available within the list. In order to achieve the objectives of this memorandum, the method of implementation of these principles shall be to provide, during the 2-week period prior to the start of each calendar quarter, an opportunity for employees placing their name on the list to indicate their availability for the duration of the quarter to work in excess of 10 hours in a day. During the quarter the Employer may require employees on the overtime desired list to work these extra hours if there is an insufficient number of employees available who have indicated such availability at the beginning of the quarter.

The penalty overtime provisions of Article 8.4 are not intended to encourage or result in the use of any overtime in excess of the restrictions contained in Article 8.5.F.

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

Re: Modified Work Week

The parties at the local level may negotiate the establishment and implementation of a modified work week program for APWU bargaining unit employees in one or more Postal Service operations within local installations. The modified work week is defined as four (4) service days, each consisting of ten

(10) hours within twelve (12) consecutive hours, except that it shall be ten (10) hours within eleven (11) consecutive hours in all offices with more than 100 full-time employees in the bargaining units. Modified work weeks can be applied only to full-time regular duty assignments.

Any such program establishing and implementing a modified work week is subject to the following conditions:

1. Either management or the union at the local level may choose to negotiate or not negotiate a modified work week. A decision by management or the union not to participate in a modified work week program will not be subject to the Article 30 impasse process, the grievance/arbitration procedure, or appealable in any other forum.

2. Cancellation of either local party's involvement in a modified work week program will be automatic upon 30 days written notice. Cancellation by either party will not be subject to the grievance/arbitration procedure or appealable in any other forum.

3. Rules established by the parties at the national level in the "Modified Work Week (10/4) Guidelines" or its amendments must be followed.

4. Alleged violations of this memorandum of understanding or any program implemented in accordance with this memorandum are subject to the Article 15 grievance procedure.

5. Except as provided for in this MOU or the Modified Work Week Guidelines, no modified work week program can be inconsistent or in conflict with the National Agreement.

Dated: December 18, 2001

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

Re: Modified Work Week (10/4) Guidelines

The following rules apply to full-time employees in the APWU bargaining unit.

1. Overtime

Participants will receive postal overtime pay for work performed only after 10 hours in a pay status on a regularly scheduled day, or after 40 hours in a pay status in a service week, and for the first 8 hours in a pay status on the first non-scheduled day worked in a service week. Non-scheduled day guarantees remain at 8 hours.

Excluding December, participants will receive penalty overtime for all hours:

- over 10 hours in a pay status on a regularly scheduled day;
- over 8 hours in a pay status on the first non-scheduled day worked in a service week;
- and/or in a pay status on the second and third non-scheduled day worked in a service week, if in a pay status for any part of each of the other 5 days in the same service week.

The 56 and 60 hour limitations still apply.

2. Sunday premium will be paid for all eligible straight time hours worked (i.e., 10 per workday) but shall be limited to 16 hours per week.

3. Leave will be charged up to 10 hours per day, therefore it will be necessary to use ten hours leave to cover a full day.

4. Court leave will be charged the same (i.e., up to 10 hours per day), however, the local parties have the option to determine if the employee's schedule may be changed back to 8/5 for those weeks during which court service is performed.

5. Military leave will be charged at 10 hours per day but may not exceed 120 hours per year. The local parties have the option to determine if the employee's schedule may be changed back to 8/5 for those weeks in which the employee will be on military leave for five or more days.

6. When appropriate, Administrative leave may be granted up to 10 hours per day.

7. Employees are currently provided 80 hours of holiday leave per year (10 holidays at 8 hours per holiday). To maintain this level of holiday leave while assigned to an alternate work schedule, the local parties must elect one of the following options prior to implementing alternate work schedules.

Participants will receive 80 hours of holiday leave per year regardless of which option is chosen.

Option 1

During the weeks in which a holiday or designated holiday falls, the employees revert back to an 8/5 schedule. Holiday leave and holiday worked premium policies remain the same as for the current 8/5 schedule.

Option 2

Washington's Birthday and Columbus Day are considered regular workdays and are not treated as holidays for purposes of scheduling or compensating employees in 10/4. In effect, these two holidays are spread out among the remaining 8 holidays.

Ten hours of holiday leave will be charged and holiday worked premium will be limited to 10 hours on each of the 8 holidays.

If a participant, in this option, enters or leaves the 10/4 work week during the calendar year he/she will use Annual Leave or LWOP, to the extent necessary, on the remaining holidays to ensure that the total holiday leave for the calendar year does not exceed 80 hours.

Payroll and budget systems only recognize holidays within certain weeks within certain pay periods. As such, it is necessary to establish designated holidays somewhat differently from current policy. When a holiday falls on an employee's non-scheduled day, the employee's first scheduled workday preceding the holiday becomes the employee's designated holiday. An 8/5 employee who has Monday as a nonscheduled day would have either the preceding Saturday or Sunday as their designated holiday because one of those two days would have to be a regularly scheduled workday. Under 10/4, an employee may have Saturday, Sunday and Monday as their non-scheduled days, which would mean establishing the previous Friday as their designated holiday. This may fall outside of the week of the pay period in which the holiday has been provided for in the payroll and budget systems.

Accordingly, designated holidays for 10/4 employees with these scheduled days off (SDOs) should be established as follows:

SDOs	ACTUAL HOLIDAY	DESIGNATED HOLIDAY
1,2,3	Saturday	Friday (prior)
	Sunday	Tuesday
	Monday	Tuesday

The following schedule is to keep the employee's designated holiday as close to the actual holiday as possible:

SDOs	ACTUAL HOLIDAY	DESIGNATED HOLIDAY
2,3,4	Sunday	Saturday
	Monday	Saturday
	Tuesday	Wednesday

8. Employees assigned to a 10/4 schedule and who are scheduled for training programs of five or more days may be returned to an 8/5 schedule until the training is completed. For training of less than five days, employees will remain on a 10/4 schedule but will complete their 10 hour day as assigned by management. Such assignment should be as close to the employee's regular assignment as practicable.

9. Any and all compensation policies other than those set forth in 1 through 7 above, which are based on 8 hour days and/or 5 day weeks for non-10/4 nonparticipants, will be based on 10 hour days and/or 4 day weeks for participants.

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

Re: APWU Administration of Overtime, Choice Vacation Periods, and Holiday Work

The parties agree that the APWU locals and local Management shall be given the option of one or more of the following systems of administration of overtime, choice vacation periods, and holiday work. At facilities with Function 1, Function 3, and/or Function 4 activities, the local parties may jointly opt into one or more of these systems. Thereafter, either local party may opt out of one or more of these systems, on a quarterly basis, with 30 days notice to the other local party.

- The Employer shall inform the Union of its determination of its needs for overtime, including how many employees with what skills and in what sections, and how much overtime is needed. The Union will notify the qualified and available employees who are to work and likewise the Employer will be notified as to the employees who have been scheduled to work.
- The Union shall administer employees' choice of vacation periods pursuant to the guaranteed leave provision of the applicable Local Memorandum of Understanding and provisions of the Collective Bargaining Agreement.
- The Union shall administer the system for selecting employees for holiday work. The Employer shall inform the Union of its determination of its needs for holiday work, including how many employees with what skills are needed. The Union will identify to the Employer the

qualified and available employees who meet the Employer's needs and also notify the employees who are to work.

The administration of these provisions shall be in accordance with the National Agreement and applicable Local Memorandums of Understanding. If the Local errs in the administration of these provisions, the remedy for the adversely affected employee(s) shall be to provide makeup opportunities for work or leave of the amount and type that was mistakenly assigned.

The Union shall select one or more representatives to carry out the above administrative responsibilities and these representatives shall be granted the time necessary to do so. If no one from the Union is available to make the decision, Management will do so pursuant to the National Agreement and Local Memorandum of Understanding.

Before a Local assumes these administrative responsibilities, the local parties shall be provided training by the national parties.

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
THE JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO and National Association of Letter Carriers, AFL-CIO)

Re: Granting Step Increases

The parties agree that periodic step increases will not be withheld for reason of unsatisfactory performance and that all other aspects of the current step increase procedures remain

unchanged, unless otherwise provided for by the 1990 National Agreement.

The Employee and Labor Relations Manual (ELM) shall be amended to conform with the above stated agreement.

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

Re: Annual Leave Exchange Option

The parties agree that APWU career employees will be allowed to sell back a maximum of forty (40) hours of annual leave prior to the beginning of the leave year provided the following two (2) criteria are met:

1. The employee must be at the maximum leave carry-over ceiling at the start of the leave year, and
2. The employee must have used fewer than 75 sick leave hours in the leave year immediately preceding the year for which the leave is being exchanged.

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

Re: Sick Leave for Dependent Care

The parties agree that, during the term of the **2010** National Agreement, sick leave may be used by an employee to give care or otherwise attend to a family member having an illness, injury or other condition which, if an employee had such

condition, would justify the use of sick leave by that employee. Family members shall include son or daughter, parent and spouse as defined in ELM Section 515.2. Up to 80 hours of sick leave may be used for dependent care in any leave year. Approval of sick leave for dependent care will be subject to normal procedures for leave approval.

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
THE JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO and National Association of Letter Carriers, AFL-CIO)

Re: Annual Leave Carryover

The parties agree that, as soon as practicable after the signing of the 1990 National Agreement, the applicable handbooks and manuals will be modified to provide revised regulations for annual leave carryover as follows:

a. Regular work force employees covered by this agreement may carry over 440 hours of accumulated annual leave beginning with leave carried over from leave year 1990 to leave year 1991.

b. Employees who fall under the provisions of Public Law 83-102 and who have maintained a carryover of more than 440 hours cannot increase their present ceiling.

c. The parties agree that ELM 512.73d shall be changed to reflect that any employee covered by the APWU/NALC National Agreement is not paid for annual leave in excess of 55 days. In all other

respects, the ELM provisions for payment of accumulated leave are not changed because of this Memorandum.

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
THE JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO and National Association of Letter Carriers, AFL-CIO)

Re: PTF Court Leave

1. Effective September 26, 1987, part-time flexible employees who have completed their probationary period shall be eligible for court leave as defined in Employee and Labor Relations Manual Part 516.1 and Part 516.31.

2. Appropriate provisions of the applicable handbooks and manuals shall be amended to carry out these changes consistent with the principles expressed in paragraphs 3, 4, and 5 below. The handbooks and manuals, including Part 516 of the Employee and Labor Relations Manual, shall be amended pursuant to Article 19, except that the sixty (60) day notice of such changes shall be waived.

3. A part-time flexible employee will be eligible for court leave if the employee would otherwise have been in a work status or annual leave status. If there is a question concerning the status, the part-time flexible employee will be eligible if the employee was in work status or annual leave status on any day during the pay period immediately preceding the period of court leave.

4. If eligibility is established under paragraph 3, the specific amount of court leave for an eligible part-time flexible employee shall be determined on a daily basis as set forth below:

   a. If previously scheduled, the number of straight-time hours the Employer scheduled the part-time flexible employee to work;

   b. If not previously scheduled, the number of hours the part-time flexible employee worked on the same service day during the service week immediately preceding the period of court leave;

   c. If not previously scheduled and if no work was performed on the same day in the service week immediately preceding the period of court leave, the guarantee as provided in Article 8, Section 8, of the National Agreement, provided the part-time flexible would otherwise have been requested or scheduled to work on the day for which court leave is requested.

5. The amount of court leave for part-time flexible employees shall not exceed 8 hours in a service day or 40 hours in a service week.

Date: July 21, 1987

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
THE JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO and National Association of Letter Carriers, AFL-CIO)

Re: Leave Policy

The parties agree that local attendance or leave instructions, guidelines, or procedures that directly relate to wages, hours, or working conditions of employees covered by this Agreement, may not be inconsistent or in conflict with Article 10 or the Employee and Labor Relations Manual, Subchapter 510.

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
THE JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO and National Association of Letter Carriers, AFL-CIO)

Re: Paid Leave and LWOP

The parties agree that an employee need not exhaust annual leave and/or sick leave before requesting leave without pay. As soon as practicable after the signing of the 1990 National Agreement, Employee and Labor Relations Manual (ELM) Exhibit 514.4(d) will be amended to conform to this Agreement.

The parties further agree that this Memorandum does not affect the administrative discretion set forth in ELM Part 514.22, nor is it intended to encourage any additional leave usage.

(The preceding Memorandum of Understanding,
Paid Leave and LWOP applies to APWU **PSEs**)

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

Re: Leave Sharing

The Postal Service will continue a Leave Sharing Program during the term of the **2010** Agreement under which career postal employees are able to donate annual leave from their earned annual leave account to another career postal employee, within the same geographic area serviced by a postal district. In addition, career postal employees may donate annual leave to other family members that are career postal employees without restriction as to geographic location. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2. Single donations must be of 8 or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation. Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated, and employees may not donate leave to their immediate supervisors.

To be eligible to receive donated leave, a career employee (a) must be incapacitated for available postal duties due to serious personal health conditions including pregnancy and (b) must be known or expected to miss at least 40 more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover, and (c) must have his or her absence approved pursuant to standard attendance policies. Donated leave may be used to cover the 40 hours of LWOP required to be eligible for leave sharing.

For purposes other than pay and legally required payroll deductions, employees using donated leave will be subject to regulations applicable to employees in LWOP status and will not earn any type of leave while using donated leave.

Donated leave may be carried over from one leave year to the next without limitation. Donated leave not actually used remains in the recipient's account (i.e., is not restored to donors). Such residual donated leave at any time may be applied against negative leave balances caused by a medical exigency. At separation, any remaining donated leave balance will be paid in a lump sum.

NOTE: GRIEVANCE NUMBER Q90C-4QC 94013818 IS WITHDRAWN.

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

Re: Bereavement Leave

APWU represented employees may use a total of up to three workdays of annual leave, sick leave or leave without pay, to make arrangements necessitated by the death of a family member or attend the funeral of a family member. Authorization of leave beyond three workdays is subject to the conditions and requirements of Article 10 of the National Agreement, Subsection 510 of the Employee and Labor Relations Manual and the applicable local memorandum of understanding provisions.

Definition of Family Member. "Family member" is defined as a:

(a) Son or daughter — a biological or adopted child, stepchild, daughter-in-law or son-in-law;

(b) Spouse;

(c) Parent; or

(d) Sibling — brother, sister, brother-in-law or sister-in-law; or

(e) Grandparent.

Use of Sick Leave. For employees opting to use available sick leave, the leave will be charged to sick leave for dependent care, if eligible.

Documentation. Documentation evidencing the death of the employee's family member is required only when the supervisor deems documentation desirable for the protection of the interest of the Postal Service.

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

Re: Time Limitations Concerning Bone Marrow, Stem Cell, Blood Platelet, and Organ Donations

As to the time limitations applicable to bone marrow, stem cell, blood platelet, and organ donations, the parties agree the maximum administrative leave that can be granted per leave year to cover qualification and donation is limited to the following:

a. A full-time or part-time regular career employee is limited to:

(1) For bone marrow, up to 7 days;

(2) For stem cells, up to 7 days;

(3) For blood platelets, up to 7 days; and

(4) For organs, up to 30 days.

b. A part-time flexible or transitional employee may be granted leave up to the limits set forth above. The amount of leave that may be granted will be based on the employee's average daily work hours in the preceding 26 weeks, but not to exceed 8 hours per day.

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

Re: Article 12.5.B.2

The parties agree that Article 12.5.C.2 shall be amended to include the need to identify duty assignments within the appropriate radius currently held by PSEs which shall be made available for the reassignment of excess career employees.

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

Re: Article 12.5.C.5.b(6)

…In the Clerk Craft, an employee(s) involuntarily reassigned shall be entitled at the time of such reassignment to file a written request to return to the first vacancy [in the same or lower salary level] in the craft and installation from which reassigned. Such request for retreat rights must indicate whether the employee(s) desires to retreat to the same, lower, and/or higher salary level assignment and, if so, what salary level(s). The employee(s) shall have the right to bid for vacancies within the former installation and the written request for retreat rights shall serve as a bid for vacancies in the level from which the employee was reassigned and for all residual vacancies in other levels for which the employee has expressed a desire to retreat. The employee(s) may retreat to only those [lower level] assignments for which the employee(s) would have been eligible to bid. If vacancies are available in the specified lower, higher or same salary level [and in the salary level], the employee will be given the option.

Repostings occurring pursuant to Article 37, Sections 3.A.4.a, 3.A.4.b, and 3.A.4.c, are specifically excluded from the application of this subsection.

Withdrawal of a bid or failure to qualify for a vacancy or residual vacancy terminates retreat rights to the level of the vacancy. Furthermore, employees(s) electing to retreat to a lower level are not entitled to salary protection.

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

Re: Cross Craft Reassignments

In instances where employees represented by the APWU will be involuntarily reassigned outside the installation, employees may be reassigned to other APWU crafts outside the installation. Such employees who meet the minimum qualifications will be afforded their option of available vacancies by seniority.

This memorandum does not affect any other rights that Motor Vehicle Craft employees may possess under the provisions of Article 12.

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

Re: Transfers

The parties agree that the following procedures will be followed when career Postal employees request reassignment from one Postal installation to another.

Reassignments (Transfers)

A. Installation heads may continue to fill authorized vacancies first through promotion, internal reassignment and change to lower level, transfer from other agencies,

reinstatements, etc., consistent with existing regulations and applicable provisions of the National Agreement.

B. Installation heads will afford full consideration to all reassignment requests from employees in other geographical areas within the Postal Service. The requests will be considered in the order received consistent with the vacancies being filled and type of positions requested. Such requests from qualified employees, consistent with the provisions of this memorandum, will not be unreasonably denied. Local economic and unemployment conditions, as well as EEO factors, are valid concerns. When hiring from entrance registers is justified based on these local conditions, an attempt should be made to fill vacancies from both sources. Except in the most unusual of circumstances, if there are sufficient qualified applicants for reassignment at least one out of every four vacancies will be filled by granting requests for reassignment in all offices of 100 or more man-years if sufficient requests from qualified applicants have been received. In offices of less than 100 man-years a cumulative ratio of 1 out of 6 for the duration of the National Agreement will apply.

C. Districts will maintain a record of the requests for reassignment received in the offices within their area of responsibility. This record may be reviewed by the Union on an annual basis upon request. Additionally, on a semiannual basis local Unions may request information necessary to determine if a 1 out of 4 ratio is being met between reassignments and hires from the entrance registers in all offices of 100 or more man-years.

D. Managers will give full consideration to the work, attendance, and safety records of all employees who are considered for reassignment. An employee must have an acceptable work, attendance, and safety record and meet the minimum qualifications for all positions to which they request

reassignment. Both the gaining and losing installation head must be fair in their evaluations. Evaluations must be valid and to the point, with unsatisfactory work records accurately documented.

1. For reassignments within the geographical area covered by a District or to the geographical area covered by adjacent Districts, the following applies: An employee must have at least eighteen months of service in their present installation prior to requesting reassignment to another installation. Employees reassigned to installations under the provisions of this memorandum must remain in the new installation for a period of eighteen months, unless released by the installation head earlier, before being eligible to be considered for reassignment again, with the following exceptions: 1.) in the case of an employee who requests to return to the installation where he/she previously worked; 2.) where an employee can substantially increase the number of hours (8 or more hours per week) by transferring to another installation and the employee meets the other criteria, in which case the lock-in period will be 12 months. Employees serving under craft lock-in periods per the provisions of the National Agreement must satisfy those lock-ins prior to being reassigned to other installations. These transfers are included in the 1 out of 4 ratio.

2. For all other reassignments, the following applies: An employee must have at least one year of service in their present installation prior to requesting reassignment to another installation. Employees reassigned to installations under the provisions of this memorandum must remain in the new installation for a period of one year, unless released

by the installation head earlier, before being eligible to be considered for reassignment again, except in the case of an employee who requests to return to the installation where he/she previously worked. Employees serving under craft lock-in periods per the provisions of the National Agreement must satisfy those lock-ins prior to being reassigned to other installations.

E. Installation heads in the gaining installation will contact the installation head of the losing installation and arrange for mutually agreeable reassignment and reporting dates. A minimum of thirty days notice to the losing office will be afforded. Except in the event of unusual circumstances at the losing installations, reasonable time will be provided to allow the installation time to fill vacancies, however, this time should not exceed ninety days.

F. Reassignments granted to a position in the same grade will be at the same grade and step. Step increase anniversaries will be maintained. Where voluntary reassignments are to a position at a lower level, employees will be assigned to the step in the lower grade consistent with Part 420 of the Employee and Labor Relations Manual.

G. Employees reassigned under these provisions will be reassigned consistent with the provisions of the appropriate craft article contained in the National Agreement. Employees will not be reassigned to full-time regular positions to the detriment of career part-time flexible employees who are available for conversion at the gaining installation. Seniority for employees transferred per this memorandum will be established consistent with the provisions of the National Agreement.

H. Relocation expenses will not be paid by the Postal Service incident to voluntary reassignment. Such expenses, as well as any resulting interview expenses, must be borne by employees.

I. Under no circumstances will employees be requested or required to resign, and then be reinstated in order to circumvent these pay provisions, or to provide for an additional probationary period.

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

Re: Excessing

The Postal Service will provide the Union information at the national level regarding consolidating postal installations, when those consolidations result in a major relocation of employees.

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

Re: Minimizing Excessing

In order to minimize the impact on the employees and the operation, the parties agree to the following provisions to curtail or minimize the involuntary excessing and reassignment of employees outside their installation or craft for the term of the 2010 National Agreement.

Employees will have the opportunity to voluntarily transfer pursuant to the provisions of the Memorandum of Understanding Re: Transfer Opportunities to Minimize Excessing. For purposes of this identified opportunity, the restriction in item 7 of that MOU is lifted so that withheld vacancies are available.

The Postal Service will review its operations 1) to create new and/or more efficient assignments within the installation that might lessen the excessing need and 2) to look for scheduling opportunities to offer assignments which are consistent with local operational needs and reduce/eliminate the need to excess.

When employees are not able to be placed within their installation and craft, the parties will meet to discuss options to avoid or minimize involuntary excessing, such as modifying work schedules, and will determine what options will be implemented. If there remains a need to place employees after exhaustion of any agreed-to actions, excessing outside the installation or craft must be to an assignment within forty (40) miles from the losing installation, or fifty (50) miles if reassignment within forty (40) miles is not feasible. If in unusual situations there are insufficient residual vacancies available for placement within fifty (50) miles, the parties will determine what steps may be taken.

Withheld jobs not filled under the above procedure will remain vacant until it is determined that they no longer need to be withheld.

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.

Anyone currently scheduled to be excessed who wishes to go will be allowed to do so.

Any disputes arising out of this memorandum will be handled in accordance with the Memorandum of Understanding Re: Administrative Dispute Resolution Procedures.

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

Re: Rehabilitation Issues

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:

1) **The Parties will submit to the Department of Justice's Office of Legal Counsel ("OLC") proposed language concerning a possible resolution of the above dispute.**

2) **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.**

3) **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.**

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

Re: Headquarters Threat Assessment Team/Workplace Environment Improvement

The parties agree that partnership is required to improve the workplace environment. In support of this partnership, the parties agree that the American Postal Workers Union, AFL-CIO (APWU) will participate on the Headquarters Threat Assessment Team (HAT).

The Postal Service also agrees that, at the request of the APWU, the parties will meet to discuss matters concerning troubled workplaces or workplace environment improvement which are of particular concern to the APWU. With concurrence of the APWU, relevant information from these meetings may be shared with the other participants of the HAT.

The HAT will serve as consultants to the parties regarding workplace environment issues.

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

Re: District Safety Committees Pilot Program

The United States Postal Service and the American Postal Workers Union, AFL-CIO, agree that it is in their mutual interest to have an effective health and safety program. To that end, the parties agree to pilot district safety committees in each area during the term of the 2010 National Agreement.

Under the pilot program, district safety committees will be phased in incrementally and will consist of two members from each party; with management members selected by the District Manager or designee and union members selected by the APWU President or designee. District safety committees will meet quarterly. Either party may request a special meeting of the committee. District safety committees are responsible for assisting in implementing district-wide safety initiatives, facilitating communication between area and local safety committees, and assisting local committees as determined by the District Manager and Union. Area Safety Committees are responsible for assisting and monitoring district committees within their jurisdiction during the test period.

The USPS/APWU National Joint Labor Management Safety Committee will create the guidelines for district committees. The National Joint Labor Management Safety Committee will also establish a methodology for assessing the effectiveness of district safety committees during the test period, and will provide quarterly evaluation reports

and recommendations to the APWU President and the Postal Service Vice President, Labor Relations.

It is understood that nothing in this Memorandum of Understanding is intended to add or detract from management or union rights as found in the National Agreement.

This memorandum expires with the 2010 National Agreement.

Date: December 8, 2010

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

Re: Offsite Safety and Health Program

It is the responsibility of management to provide safe working conditions. The Union will cooperate with and assist management to live up to this responsibility.

The Postal Service Safety and Health Program and OSHA standards and regulations cover Postal Service employees who perform Postal Service duties in private employers' establishments and while delivering mail and performing other activities off Postal Service property. To ensure that employees are protected, safe and healthful working conditions must be provided through engineering and administrative controls, personal protective equipment, enforcement of safe work practices, withdrawal of employees from the private sector facility, and, if necessary, curtailment of mail. The purpose of routine safety and health program evaluations is to measure the effectiveness of the Postal Service Safety and Health

Program at each organizational level, ensure OSHA compliance, and promote a model for effective safety and health programs. The Postal Service will ensure that the work area(s) and equipment for APWU represented employees in offsite locations are safe.

The National Joint Labor Management Safety and Health Committee will discuss and work toward creating an implementation process to ensure employees in offsite locations are fully protected by the Postal Service's Safety and Health Program.

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

Re: Expedited Arbitration

The United States Postal Service and the American Postal Workers Union, AFL-CIO, agree to hear the following issues in the Expedited Arbitration forum:

1. Individual Overtime Issues
2. Withholding of Step Increases
3. Individual Leave Requests Concerning Annual Leave, Sick Leave, Leave Without Pay, Court Leave, Restricted Sick Leave, and Requests for Medical Certification
4. AWOL
5. Individual Holiday Scheduling Issues
6. Suspensions (Except Emergency Suspensions)
7. Article 25, Higher Level Assignments

8. Employee Claims
9. Letters of Demand of Less Than $2,000
10. Individual Clerk Craft Seniority Disputes
11. Such Other Matters as are Mutually Agreeable at the Area/Regional Level

This agreement does not change either party's right to refer an expedited case to regular arbitration in accordance with the applicable procedures of Article 15, Section 5.C., of the National Agreement.

The parties at the National level will continue to attempt to identify and agree upon additional issues to be referred to Expedited Arbitration at the Area/Regional level in accordance with Section 5.C. of Article 15 of the National Agreement.

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
THE JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO and National Association of Letter Carriers, AFL-CIO)

Re: Processing of Post Removal Grievances

The parties agree that the processing and/or arbitration of a non-disciplinary grievance is not barred by the final disposition of the removal of the grievant, if that non-disciplinary grievance is not related to the removal action.

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

Re: Interest on Back Pay

Where an arbitration award specifies that an employee is entitled to back pay in a case involving disciplinary suspension or removal, the Employer shall pay interest on such back pay at the Federal Judgment Rate. This shall apply to cases heard in arbitration after the effective date of the 1990 Agreement.

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

Re: Role of Inspection Service in Labor Relations Matters

The parties recognize the role of the Postal Inspection Service in the operation of the Postal Service and its responsibility to provide protection to our employees, security to the mail and service to our customers.

Postal Inspection Service policy does not condone disrespect by Inspectors in dealing with any individual. The Postal Inspection Service has an obligation to comply fully with the letter and spirit of the National Agreement between the United States Postal Service and the American Postal Workers Union, AFL-CIO and will not interfere in the dispute resolution process as it relates to Articles 15 and 16.

The parties further acknowledge the necessity of an independent review of the facts by management prior to the issuance of disciplinary action, emergency procedures, indefinite suspensions, enforced leave or administrative actions. Inspectors will not make recommendations, provide opinions, or attempt to influence management personnel regarding a particular disciplinary action, as defined above.

Nothing in this document is meant to preclude or limit Postal Service management from reviewing Inspection Service documents in deciding to issue discipline.

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

Re: Joint Contract Interpretation Manual

The United States Postal Service and the American Postal Workers Union have engaged in extensive discussion on ways to improve the parties' workplace relationship, as well as ways to improve the Grievance/Arbitration procedure. Accordingly, the parties have agreed to establish a joint contract manual that will contain the joint interpretation of contract provisions. The parties will be bound by these joint interpretations and grievances will not be filed asserting a position contrary to a joint interpretation. The parties agree to initiate the process of establishing a joint contract interpretation manual no later than 90 days from the signing of this agreement.

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

Re: Administrative Dispute Resolution Procedures

The U.S. Postal Service and the American Postal Workers Union, AFL-CIO (APWU) agree to continue Administrative Dispute Resolution Procedures (ADRP) to help resolve complex disputes as they arise during the course of the collective bargaining agreement. The ADRP will be used to resolve those disputes identified by the parties without the filing of any grievances. A listing of subjects for consideration in the ADRP will be submitted by the parties at the national level within 30 days following the effective date of this Memorandum of Understanding. By mutual agreement, the parties at the national level may continue to add subjects to the original listing.

For each subject(s), the Employer and the Union will designate individuals at the national level who will be responsible for discussing and, where possible, for resolving any disputes concerning the referenced subject(s). When a specific subject is under consideration in the ADRP, any grievance(s) concerning that identified subject will be removed from the Grievance/Arbitration Procedure and forwarded to the ADRP. Where a grievance(s) has been filed and the subject of that grievance subsequently comes under consideration by the ADRP, such grievance(s) will be removed and forwarded to the ADRP.

The national level designees will be responsible for meeting regularly to resolve pending disputes. No special forms, appeals or paper work will be necessary to utilize the ADRP. When the designees cannot agree upon a resolution, either

party may declare an impasse. Each party will identify the issue in dispute in writing within 30 days after the declared impasse on the subject. The identified dispute will then be placed on the appropriate arbitration docket.

* * *

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

Re: Step 4 Procedures

This memorandum represents the parties' agreement with regard to withdrawing a grievance from regional arbitration and referring the dispute to Step 4 of the grievance procedure.

If a case is withdrawn from regional arbitration, and the dispute referred to Step 4, and then remanded as non-interpretive, it will be returned directly to regional arbitration to be heard before the same arbitrator who was scheduled to hear the case at the time of the referral to Step 4. Additionally, if the hearing had opened, the case will be returned to the same stage of arbitration.

The party referring the dispute to Step 4 from arbitration on the day of the hearing or after the hearing opens shall pay the full costs of the arbitrator for that date unless another scheduled case is heard on that date by the arbitrator.

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

Re: Timeliness Regarding Step 2(h) Appeals

When the Union incorrectly appeals a grievance under Article 15.2 Step 2(h) to Step 3 rather than to arbitration, and can show the appeal was made timely, Management will not consider timeliness as a waiver of the grievance. If no timely appeal to Step 3 can be established by the Union then Management retains the right to raise the timeliness issue.

This memorandum includes the scenario where the union incorrectly appeals a grievance under Article 15.2 Step 2(h) directly to arbitration that should have been appealed to Step 3. The grievance will not be waived as untimely provided the union can show a timely appeal to arbitration. If no timely appeal can be established by the union, then management retains the right to raise the timeliness issue.

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

Re: Grievance/Arbitration Appeals Address Change Due to Organizational Structure Changes

Due to recent organizational structure changes, the Postal Service has closed the six Area Grievance/Arbitration Processing Centers, also known as Service Centers. The duties related to the processing of Step 3 grievance

appeals, appeals to arbitration, arbitration hearing scheduling and all related duties that were performed in the six centers have been transferred to the new Labor Relations Service Center at Postal Service Headquarters in Washington, D.C.

Wherever references are made in the parties' National Agreement that a notice, appeal or other information is to be sent to the "appropriate management official at the Grievance/Arbitration Processing Center", it means that it shall be sent to the Headquarters Labor Relations Service Center at the following address:

Labor Relations Service Center
Attention: Appeals
United States Postal Service
PO BOX 23788
Washington, DC 20026-3788

The parties agree that the Union's designated representatives shall send all appeals and related information to the Headquarters Labor Relations Service Center at the above address.

The parties agree that this MOU will remain in effect until and unless otherwise modified by agreement of the parties at the National level.

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

Re: Pilot Grievance-Arbitration Procedures

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.

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

Re: Article 15.5.A.9 Intervention Notification – Jurisdictional or Work Assignment

Pursuant to Article 15.5.A.9, the parties agree that in any arbitration proceeding in which a Union feels that its interests may be affected, it shall be entitled to intervene and participate in such arbitration proceeding. The parties agree that within 30 days of receiving the appeal to arbitration of jurisdictional or work assignment cases the interested non-party Union shall be provided a copy of the moving papers.

Immediately upon scheduling the jurisdictional or work assignment cases for arbitration, the interested non-party Union shall be entitled to intervene, and shall be informed of the date, time and location of the arbitration.

* * *

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

Re: Discipline Task Force

The parties agree to have at the national level the "Task Force on Discipline." The Task Force shall have two representatives of the APWU and two representatives of the USPS.

The purpose of the Task Force shall be to study the manner in which discipline is administered by the USPS, the manner in which disputes about discipline are handled by the parties, and to recommend changes and improvements which can be made in the discipline and dispute resolution systems.

The Task Force is authorized, at its discretion, to conduct tests of alternative discipline and dispute resolution systems in various facilities, as well as intervene at Local Installations wherein the parties agree that problems on discipline warrant some type of action.

The Task Force is further authorized to review and approve requests made by local parties to implement modified grievance/arbitration procedures, as well as alternative discipline systems.

No action or recommendations may be taken by the Task Force except by a consensus of its parties. In addition, each Area shall develop and maintain a discipline Task Force to review and compile statistics on the implementation of discipline and determine if intervention at a local installation is warranted by the parties.

Nothing herein shall preclude any of the parties from exercising the rights which they may otherwise have.

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

Re: Purge of Warning Letters

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.**

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

Re: National Labor Management Meetings

The parties confirm their mutual commitment to fully utilize the provisions of Article 17, Section 5 of their Collective Bargaining Agreement in order to share information and

resolve issues. The parties agree that it is essential that APWU National Officers and Postal Service Executive and Senior Operations Management communicate regularly. The parties will pre-schedule bimonthly meetings at least six (6) months in advance to help assure the availability of key people. In addition to scheduled meetings the parties will also meet in a timely fashion when issues arise.

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

Re: Article 21.1

1. The method for determining the Employer bi-weekly contributions to the cost of employee health insurance for those APWU career employees enrolled in the APWU Health Plan Consumer Driven Self or Consumer Driven Family options (FEHBP Codes 474 and 475) shall be as follows:

a) The bi-weekly Employer contribution for APWU Health Plan Consumer Driven Self option or Consumer Driven Family option will be 95% of the total premium, subject to the conditions in parts **1.(b) and 1.(c).**

b) The limitation upon the Employer's contribution toward the APWU Health Plan Consumer Driven Self and Consumer Driven Family options shall be 79% of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management in January **2012**, January **2013**, January **2014**, January **2015,** and January **2016**.

c) **E**mployees will receive the above Employer contribution in the APWU Health Plan Consumer Driven Self or Consumer Driven Family plans only after those employees are first enrolled in a FEHBP plan for a period of one full year. Otherwise, the Employer contribution for these Employees who may choose to enroll in the APWU Health Plan Consumer Driven Self or Consumer Driven Family plans shall be the same as the contribution for other plans under this Agreement.

2. **The Employer contribution for the APWU High Self and High Family plan options (FEHBP codes 471 and 472) will be the lesser of:**

   a) **the Employer share of the OPM weighted average bi-weekly premium in a given plan year, as provided in Article 21.1.B or;**

   b) **84.5% of the total premium for the APWU High plan options.**

3. **After an initial appointment for a 360-day term and upon reappointment to another 360-day term, any eligible non-career PSE who wishes to participate in the Federal Employees Health Benefits (FEHB) Program on a pre-tax basis will be required to make an election to do so in accordance with procedures to be published as soon as administratively practicable. A previous appointment as a transitional employee will count toward qualifying for participation in FEHB, in accordance with the Office of Personnel Management (OPM) regulations. The total cost of health insurance is the responsibility of the PSE, except as provided below.**

a. The Postal Service will make a contribution in the amount of 75% of the total premium for any eligible PSE who selects the APWU Consumer Driven Self or Family Health Plan.

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

Re: Terminal Pay Process

Any employee who is eligible for terminal payout(s) can contact the office from which they retired or separated from and make the appropriate arrangements. Management at such offices shall promptly distribute terminal checks according to the request of the former employee.

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

Re: Stamp Stock Tolerances

The Financial Handbook for Postal Offices (F-1) shall be revised to reflect the following:

Amount of Stamp Stock	Tolerance
Up to $30,000.00	$ 50.00
$30,000.01 to $60,000.00	$100.00
Above $60,000.00	$150.00

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

Re: Reinstatement of Driving Privilege

It is hereby agreed by the United States Postal Service and the American Postal Workers Union, AFL-CIO that:

1. The safety and health of employees is of significant concern to the parties signatory to this Memorandum of Understanding. Accordingly, the parties further agree that the following is not intended to provide driving privileges to an employee when such privilege would place the safety of the public or the employee at risk.

2. The mere fact that an employee was involved in a vehicle accident is not sufficient to warrant automatic suspension or revocation of driving privileges or the automatic application of discipline.

3. When an employee's driving privilege is temporarily suspended as a result of a vehicle accident, a full review of the accident will be made as soon as possible, but not later than fourteen (14) days, and the employee's driving privileges must either be reinstated, suspended for a specified period of time not to exceed sixty (60) days, or revoked as warranted. If the decision is to suspend or revoke the employee's driving privilege, the employee will be provided, in writing, the reason(s) for such action.

4. If an employee requests that a revoked or suspended driving privilege be reinstated, Management will review the request and make a decision as soon as possible but not later than 45 days from the date of the employee's request. If the decision is to deny the

request, the employee will be provided with a written decision stating the reasons for the decision.

The Management review must give careful consideration to:

- the nature, severity and recency of the incident(s) which led to the revocation or suspension;
- any driver's training or retraining courses completed from private schools, state sponsored courses, or Postal Service training programs, especially when directly relevant to the incident(s) that led to the revocation;
- successful participation in an EAP program, when relevant to the reasons for revocation;
- the employee's state driving record consistent with the criteria for initial certification of driving privilege as stated in the applicable Handbook. The Employer may waive these criteria if warranted in light of the other factors listed above.

5. This Memorandum of Understanding is not intended to define the conditions or circumstances for which an employee's driving privilege may be suspended or revoked.

Date: November 1998

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

Re: Local Implementation

It is hereby agreed by the United States Postal Service and the American Postal Workers Union, AFL-CIO that the following procedures will apply to the implementation of Article 30 during the **2010** local implementation period.

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

   If no party provides written notification of its intent to invoke the local implementation process prior to **August 15, 2011**, presently effective Memoranda of Understanding not inconsistent or in conflict with the **2010** National Agreement shall remain in effect during the term of this Agreement. Initial proposals must be exchanged within the first twenty one (21) days of the 30 consecutive day local implementation period.

2. In the event that any issue(s) remains in dispute at the end of the thirty (30) consecutive day local implementation period, each party shall identify such issue(s) in writing. Initialed copies of this written statement and copies of all proposals and counterproposals pertinent to the issue(s) in dispute will be furnished by the appropriate local party to the appropriate management official at the grievance/ arbitration processing center, of the Employer with copies to the Postmaster, local Union President and the Union's Regional Representative no later than **October 15, 2011**. Inclusion of any matter in the written

statement does not necessarily reflect the agreement of either of the parties that such matter is properly subject to local implementation.

3. The appropriate management official at the Area office and the Regional Union representative shall attempt to resolve the matters in dispute within seventy-five (75) days after the expiration of the 60 day local implementation period. The appropriate management official at the Area office and the Regional Union representative will have full authority to resolve all issues still in dispute.

4. If the parties identified in paragraph 3 above are unable to reach agreement at the Regional level during the seventy-five (75) day period provided for above, the issue(s) may be appealed to final and binding arbitration by the National Union President or the Vice President, Labor Relations no later than twenty-one (21) days of the end of the seventy-five (75) day period.

5. The parties at the Area level will select sufficient arbitrators from the Regular Contract panel to ensure that issues appealed are heard within 60 days of the appeal to arbitration.

6. Where there is no agreement and the matter is not referred to the appropriate management official at the grievance/arbitration processing center or to arbitration, the provision(s), if any, of the former Local Memorandum of Understanding shall apply unless inconsistent with or in conflict with the 2010 National Agreement.

7. Where a dispute exists as to whether an item in the former Local Memorandum of Understanding is inconsistent or in conflict with the **2010** National Agreement, such dispute will be processed in accordance with the procedures outlined in two (2)

through four (4) above. Items declared to be inconsistent or in conflict shall remain in effect until four (4) months have elapsed from the conclusion of the local implementation period under the **2010** National Agreement.

This Memorandum of Understanding expires with the expiration of the **2010** National Agreement.

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

Re: LMOUs for Offices Without a Local Union Structure

The parties agree to jointly discuss and develop a model "Local Memorandum of Understanding" pursuant to Article 30 within ninety (90) days of the effective date of this agreement that will be applied in those offices not covered by any LMOU because of the absence of a local union structure.

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
THE JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO and National Association of Letter Carriers, AFL-CIO)

Re: Bargaining Information

Pursuant to the provisions of Article 31 of the National Agreement, as soon as practicable after the ratification of the 1987 National Agreement between the United States Postal

Service and the Joint Bargaining Committee (JBC), the Employer shall, on an accounting period basis, provide the Union with a computer tape containing the following information on those in their respective bargaining units:

1. SSN
2. Last Name
3. First Name (Full)
4. Middle Initial
5. Address
6. City
7. State
8. ZIP Code
9. Post Office Name
10. PO State
11. PO ZIP
12. PO Finance Number
13. PO CAG
14. Rate Schedule
15. Nature of Action
16. Effective Date
17. Pay Grade
18. Pay Step
19. Health Benefit Plan
20. Designation Activity
21. Enter on Duty Date
22. Retire on Date
23. Layoff
24. Occupation Code
25. Pay Location

As a result of the Joint Bargaining Committee's request to have the full first name included, each Union will pay 50 percent of the actual systems and programming cost associated with this change, not to exceed a total cost of $10,000. Subsequently, the Postal Service will provide the Unions with the information above without charge.

Date: July 21, 1987

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

Re: Removal of Social Security Number References

The parties agree that the Postal Service intends to strive to remove social security numbers from all bid-related forms (e.g., PS Forms 1717 and 1717A), PS Form 1723, Notice of Assignment, and any other postal form where the social security number is not necessary to the form's processing. In such cases, the Employee Identification Number (EIN) will be substituted.

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

Re: Electronic Access to Information

The parties agree that the Union will be provided all current handbooks, manuals, and published regulations that are on USPS PolicyNet in an electronic format. The parties shall continue meeting to determine the best means for providing this information.

In addition, the parties agree that reports currently provided to the union in hard-copy will be transmitted electronically when it is possible to do so.

Furthermore, in recognition of the Postal Service's increasing movement to electronic record-keeping, within 30 days of the signing of this memorandum, the parties will convene a

working group to include representatives from management and the union to work out a means to provide for the electronic inspection and review of documents, files and other records necessary for processing of grievances and/or determining whether a grievance exists, and/or for collective bargaining or the enforcement, administration or interpretation of the collective bargaining agreement. The working group will include the necessary technical experts and will meet as needed in order to implement this understanding.

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

Re: Contracting or Insourcing of Contracted Service

It is understood that if the service can be performed at a cost equal to or less than that of contract service, when a fair comparison is made of all reasonable costs, the work will be performed in-house.

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

Re: Consideration of National Outsourcing Initiatives

The parties agree that it is in their best interest to meet and discuss national outsourcing initiatives at an early stage of the process.

Once the Strategic Initiatives Action Group (SIAG) has determined that a proposed concept will involve significant impact on bargaining unit work and preparation begins on a memo detailing consideration of the five Article 32 factors, the Union will be provided notification. Union involvement at this early stage of the process is without prejudice to either party's position regarding the determination as to whether there is a potential significant impact on bargaining unit work.

Following receipt of notice, the Union will be afforded opportunities for briefings, meetings and information sharing as the concept is developed, costing models prepared, and a Comparative Analysis document drafted.

The above process also will be utilized when an existing contract for a national outsourcing initiative is expiring and consideration is being given to rebid the outsourcing of the work.

The parties understand that the purpose of the Memorandum of Understanding is to allow the Union an opportunity to compete for the work internally at a point in time contemporaneous with the outsourcing process and early enough to influence any management decision. The Union may suggest less restrictive work rules, mixes of employee categories, lower wage rates that may improve the efficiency and lower the costs of an in-house operation.

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

Re: Contract Postal Units

The Postal Service will close or convert to in-house operations as soon as practicable the following full-service Contract Postal Units (CPUs) that solely provide postal services with box sections. The parties will meet to discuss the precise dates on which these CPUs will be closed or converted.

CPU NAME	ADDRESS	CITY, STATE
A&L Management Co.	4006 3rd Ave.	Bronx, NY
Alplaus Community	311 Alplaus Ave.	Alplaus, NY
Altosano Contract CPU	1 Carr 109	San Sebastian, PR
Audry Hardy	5833 Port Arthur Rd.	Port Arthur, TX
Better Letter	326 Roebling St.	Brooklyn, NY
Boscawen	228 King St.	Boscawen, NH
Callaway CPU	6872 E. Hwy 22	Panama City, FL
Cape Cottage	973 Shore Rd.	Cape Elizabeth, ME
Central Commons	1242 Stratford Ave.	Bridgeport, CT
Chars Hallmark CPU	3382 Tampa Rd.	Palm Harbor, FL
Chubbuck Station	4922 Yellowstone Ave.	Pocatello, ID
CPU #386	257 Columbia St.	Brooklyn, NY
Denmark	9612 State Rte 26	Denmark, NY
Jake Alex. Blvd. CPU	706A J. Alexander Blvd.	Salisbury, NC
Kemp	105 E. 4th St.	Hendrix, OK
Lake Buena Vista CPU	8536 Palm Pkwy	Orlando, FL

CPU NAME	ADDRESS	CITY, STATE
Market Place Ctr.	3100 S. 31st St.	Temple, TX
North Robinson	2398 Western Ave.	North Robinson, OH
Salona Station	468 Long Run Rd.	Mill Hall, PA
The Mailroom	610 S. Cleveland St. 110-A	Enid, OK

In addition, with regard to any other full-service CPUs, or any new or existing CPUs located in close proximity to a postal retail facility, the parties at the union's request will meet to discuss and consider options for addressing the provision of retail services in those locations.

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

Re: Subcontracting Mail Equipment Shops

The Employer and the Union agree that the making of contracts for the purchase of equipment or supplies to be manufactured by convict labor will be done in accordance with Title 39 U.S.C., Section 2201, of the Postal Reorganization Act. The parties recognize that the contracting of work to the Federal Prison Industries is subject to the provisions of Title 18, Chapter 307. The Employer will provide to the Union a copy of a request for proposal when issued.

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

Re: Training Committee

The Postal Service reaffirms its commitment to provide employees with training consistent with organizational needs. Additionally, the Postal Service recognizes the desirability of affording employees opportunities for self-development and will make training programs available to meet such needs.

The Postal Service will afford the Union, at the national level, the opportunity to discuss concerns about specific training opportunities or programs. A Joint Committee on Training is hereby established at the national level which will consist of representatives of both parties. The Committee shall meet to discuss matters of mutual interest and benefit relating to training programs and opportunities. The appropriate USPS management official shall be the Employer's chief representative on such Committee. The Committee may consider and develop pilot programs, improved training methods and strategies, and other matters related to employee training and educational opportunities, including exploring the potential for developing job related training and non-compensable non-job related programs through the use of advanced computer technology. Issues concerning local training and educational opportunities including the use of postal facilities for non-compensable training in college accredited courses, publicity of self-development training opportunities, and other training and educational matters of mutual interest and benefit are appropriate subjects for resolution at local labor-management committee meetings.

Consistent with established regulations and operational needs, the Postal Service will make every effort to grant requests for leave without pay by employees for training and educational opportunities. Customer Service District offices will maintain a record of employee requests for LWOP under these provisions and the resulting action taken (approved/disapproved). If the request is denied, supporting rationale must accompany all such denials. This documentation will be forwarded to the National Training Committee, with a copy to the area manager of Human Resources on a biannual basis for review. The Committee, through joint agreement, will take appropriate action if it deems necessary.

The parties agree to consult at the national level to define whether specific training courses and/or programs are job-related, self-developmental, or can be considered both. The National Joint Training Committee will review all training programs for the purpose of compiling a listing of training opportunities for postal employees. Further, the National Joint Training Committee will discuss the establishment of training programs to promote local joint labor-management cooperation.

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

Re: Use of Privately Owned Vehicles

The parties agree that the following represents the policy of the U.S. Postal Service and the American Postal Workers Union concerning the furnishing of privately owned vehicles (POV) by employees of the crafts represented by the APWU:

No craft employee represented by the APWU may be coerced into furnishing a vehicle or carrying passengers without the employee's consent. The use of a personal vehicle is the decision of the employee and it is not the intent of the parties to discourage such use of personal vehicles when transportation is needed from one postal facility to another or in the completion of the employee's assignment. When an employee begins his/her work day at one postal unit and is provided transportation to another unit to complete his/her tour of duty, that employee will be provided transportation back to the unit where his/her tour began if transportation is needed. If the employee ends tour at the new location the return trip will not be on the clock but transportation will be provided promptly by management upon request.

Date July 21, 1987

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

SUBJECT: Clerk Craft Jobs

The United States Postal Service (USPS) agrees to create certain duty assignments in the Clerk Craft of the American Postal Workers Union (APWU), AFL-CIO in accordance with the following provisions:

1) Corporate Call Center

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.

2) Mail Processing/Customer Service

The intent behind the creation of the Lead Processing Clerk and the Lead Sales and Services Associate is to provide oversight, direction and support, in the absence of Supervisory presence to bargaining unit employees in both Mail Processing and Retail operations. Lead Clerk positions will be created at one level above other employees in the group.

The Employer will fill duty assignments of a Lead Clerk in any facilities where clerks work without direct supervision and in facilities that have a minimum complement of five (5) clerks. Lead Clerk assignments shall include duties in both the Retail and Mail Processing operations in Post Offices. Lead Clerk assignments will also be filled in facilities with only a Retail operation.

A) Lead Clerk-Mail Processing – Responsibilities include, but are not limited to, resolving problems that may occur during tour operations and determining when a supervisor should be involved, work as a working leader of mail processing employees in a mail processing activity; maintaining records related to mail on

hand and mail processed; maintaining a working knowledge of regulations, policies and procedures related to mail processing activities.

B) Lead Clerk-Customer Service – Responsibilities include, but are not limited to, maintaining a working knowledge of regulations, policies and procedures related to all phases of retail services and Post Office mail processing operations; acting alone or as a working leader to retail and mail processing employees; providing technical guidance to retail clerks in addition to communicating regulations, policies and procedures to those employees; performing administrative duties in both retail and mail processing operations; and ensuring that all work is performed efficiently.

C) The ratio of Lead Clerk assignments in the clerk craft complement in a facility shall be:

5 to 49 clerks - 1

50 to 99 clerks - 2

100 - 199 clerks - 3

200 - 499 clerks - 5

500 or more clerks - 5 plus 1 for each additional 100 clerks

Lead Clerk assignments may also be established in Retail only offices or stations. Existing LSSA's, Window Service Technicians and other existing clerk craft positions of a similar nature identified by the parties shall be grandfathered into the new position of Lead Clerk.

D) 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. During year 2 of this agreement the parties will jointly agree upon a procedure to be used to review the effectiveness of the newly established position. At the end of year 2, the parties will meet to apply the review procedure with the expectation that the number of work hours utilized for 204-B activities will be reduced or eliminated in those work units with a Lead Clerk position. Additional reviews will be conducted by the parties at the end of years 3 and 4 of this agreement. 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 normally limited to no more than 90 days.

3) Audit of EAS Jobs

The Employer shall return duties and responsibilities from Executive and Administrative Schedule (EAS) positions within Mail Processing and Customer Service to the APWU bargaining unit based upon an audit 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.

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.

At the request of the Union, the Employer shall engage in the above audit process with respect to any EAS position which the Union believes contain bargaining unit work.

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

In addition, the parties agree to jointly request that the Court of Appeals for the D.C. Circuit to remand the appeal in Docket #10-5249 (D.C. Circuit) to the district court and to file a joint motion to vacate the judgment and dismiss the action as moot by reason of settlement. At the completion of the process described above, the union will withdraw any and all pending grievances associated with the duties and responsibilities of the positions addressed in this section.

4) Bargaining Unit Positions

It is understood and agreed that the Employer will provide 800 administrative and technical jobs to the APWU bargaining unit in addition to those provided in paragraph 1 and 2 above. Jobs provided pursuant to paragraph 3 above will count toward the number of jobs provided pursuant to this paragraph.

It is also understood and agreed that this MOU is non-precedential.

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

CLERK CRAFT

Re: Relief and Pool

Relief and pool assignments, sometimes called "flexible relief work cycle" assignments are utilized to cover absences and vacancies of employees holding regular bid assignments and other situations where the assignment is uncovered.

Such relief and pool assignments also enable management to accommodate employee requests for unscheduled leave. It is recognized that the concept of a relief or pool assignment necessarily entails a degree of uncertainty in scheduling employees filling such assignments.

In order to minimize this uncertainty, the parties have agreed to the following principles to be applied to the establishment and operation of relief and pool assignments.

1. **The Postal Service may establish new or additional relief and pool assignments in any installation. The Postal Service shall consult with the Union before management makes a final decision with respect to the establishment of such assignments in any installations where they do not presently exist.**

2. **Relief and pool assignment postings will specify the nature of the assignment by enumerating the type and location of assignments to be relieved; (e.g.) the pool employee will cover absences and vacancies of window/distribution employees assigned to specified classified stations and branches in their installation, or other installations.**

   a. **In addition to covering absences and vacancies of window/distribution employees in their installation, or other installations, the Relief Employee may also be assigned to other installations to relieve a Postmaster, Supervisors and/or their Replacements at the appropriate bargaining unit rate.**

   The degree of specificity included may vary with the size of the coverage area in that in some areas with a large relief pool a particular relief assignment should be limited to a relatively small area of coverage, whereas in other offices the nature of the assignment may have to be broader.

3. **Relief and pool assignments will have fixed hours, however, hours of duty may vary from day to day; for example:**

Monday	**6:00 a.m.**	**-**	**2:30 p.m.**
Tuesday	**9:00 a.m.**	**-**	**6:00 p.m.**
Wednesday	**12:00 noon**	**-**	**8:30 p.m.**
Thursday	**8:30 a.m.**	**-**	**5:30 p.m.**
Saturday	**6:00 a.m.**	**-**	**3:00 p.m.**

4. **An employee holding a relief or pool assignment, as described above, will be paid at the overtime rate for those hours worked which are outside his normal,**

regularly scheduled work week except under the following circumstances:

a. When management informs the employee by Wednesday of the preceding service week that he/she is to cover an assignment having a schedule different from the relief or pool employee's regular schedule for a period of one week (five working days) or longer, the relief or pool employee will assume the new schedule and will not receive overtime pay for those hours worked in such new schedule which are outside of his normal regular schedule. However, the relief or pool employee will be entitled to overtime pay for those hours worked outside of his normal, regularly scheduled work week (i) unless and until management informs him/her in writing that he/she is to work a new schedule for a week or longer, or (ii) if the relief or pool employee in fact works the new schedule for less than a week after he is so informed by management; or

(b) When management tells him to perform functions which predictably occur at the end of an accounting period; e.g., those of Timekeeper or Examination Specialist.

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

CLERK CRAFT

Re: PTF Preference

The parties agree that the rewritten provisions of Article 37, Section 5, Conversion/Part-Time Flexible Preference, which include the Memorandum of Understanding (page 198-200 of the 1984 National Agreement), provide basically the same procedure with the following exceptions:

1. Part-time flexible employees should state a preference for duty assignments for which they are currently qualified and such preferences should be listed prior to assignments for which they are not qualified. The employees' preferences will be honored except as limited by Sec. 5 of Article 37. Failure to state a preference for the duty assignments for which the employee is currently qualified will result in the employer choosing between the duty assignments.

2. A time frame has been provided in Section 5.A.5 for placing the senior part-time flexible stating a preference into training.

3. A time frame has been provided in Section 5.A.6 when an employee should be converted to full-time and placed in the duty assignment upon successfully completing the required training or being identified as the senior currently qualified part-time flexible.

Date: July 21, 1987

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

CLERK CRAFT

Re: Bids With Required Computer Skills

The following procedure will be followed when senior bidders, meeting the minimum qualifications (qualification standard), are assigned to administrative clerk craft assignments, PS-5, which require running of or interaction with computer programs:

1. The senior bidder will assume the hours and days of the assignment and be provided with on-the-job training (OJT) for a period of five working days. No out-of-schedule premium will be paid as a result of this action.

2. By no later than the end of the five-day period the bidder must demonstrate the ability to successfully run those programs/procedures for which he/she will be responsible in the performance of the duties of the assignment. The specific programs/procedures will be identified at the beginning of the period, and instruction will be provided for each during the five days of OJT.

3. If the bidder is unable to successfully demonstrate the ability to run the programs, the employee will be returned to his/her previous assignment and the assignment will be awarded to the next senior currently qualified bidder who can immediately demonstrate the ability to run the programs.

4. In the event that the senior bidder is not successful, the employee may request a schedule change to attain a reasonable amount of time between the end of the temporary assignment and the beginning of the employee's next regularly scheduled reporting time. This request is subject to the prior approval of the employee's supervisor and Union steward. When an employee does not request a schedule change and the end of the assignment period provided for in item 1 above is within ten hours of the employee's regular scheduled tour, managers will (prior to the qualification period) identify the schedule of the qualification period as extending through the employee's first non-scheduled day following the end of the qualification period. This provision will not serve to extend the time allowed for qualification as provided for in item 2. The employee will not be eligible for out-of-schedule premium as a result of these schedule changes.

5. The parties recognize that the Employer may develop computer aptitude tests or other measures for use in determining minimum qualifications.

6. The provisions of this memorandum do not apply to operations assignments.

Date: July 21, 1987

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

CLERK CRAFT

Re: Productive Distribution

It is agreed that, when the senior bidder completes 80% or more of the allotted training time for scheme qualification, the employee will have the opportunity to be tested on the items studied. This test may be taken at the option of the employee.

If the senior bidder scores at least 90% on the above test, the senior bidder may request assignment to productive distribution during the remainder of the deferment period. Such requests, including a voluntary request for a change in schedule in order to provide such productive distribution, will be granted if operationally feasible.

This test is taken only for the purpose of being assigned to productive distribution and does not count as an attempt to qualify. Employees will be afforded the same opportunities for scheme qualifications as those established in the 1984-1987 National Agreement. Appropriate visual aids shall be provided during this period of productive distribution.

Date: July 21, 1987

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

CLERK CRAFT

Re: Interlevel Bidding — Entrance Examination Requirements

The parties mutually agree that Clerk Craft employees with at least one year of current continuous career service in one or more of the positions listed below are eligible to bid on or voluntarily transfer to any other position listed below, without regard to the entrance examination requirement of the position being bid or voluntarily transferred. Such employees must be otherwise eligible to bid or voluntarily transfer in accordance with the provisions of the National Agreement. Acceptance of voluntary transfer requests will be considered in accordance with Article 12 and the MOU on transfers of the National Agreement.

An employee with at least one year of current continuous career service, in the Clerk Craft and/or in another craft(s), who is involuntarily reassigned to one of the positions listed below may be placed in that position without regard to the entrance examination requirement of the position.

The positions covered by this agreement are as follows:

Number	Occ. Code	Position Title	Level
SP 2-383	2330-46	Air Records Processor	**7**
SP 2-44	2320-15	Bulk Mail Clerk	**7**
SP 2-43	2345-15	Claims and Inquiry Clerk	**6**
SP 2-1	2340-02	Distribution and Window Clerk	**6**
SP 2-629	2340-80	Distribution, Window, and Markup Clerk	**6**
SP 2-633	2315-13	Distribution Clerk, Machine MPLSM	**7**
SP 2-634	2315-14	Distribution Clerk, Machine SPLSM	**7**
SP 2-27	2315-20	Flat Sorting Machine Operator	**6**
SP 2-28	2315-21	Flat Sorting Machine Operator	**7**
SP 2-469	2345-32	Mailing Requirements Clerk	**6**
SP 2-16	0301-41	Markup Clerk, Automated	**6**
SP 2-439	2315-06	Parcel Post Distributor (Machine)	**6**
SP 2-362	2315-06	Parcel Post Distributor (Machine)	**7**
KP-4	2340-04	Post Office Clerk	**4**
SP 2-11	2340-06	Postage Due Clerk	**6**
SP 2-12	2340-24	Postage Due Technician	**7**
SP 2-502	2315-70	Sack Sorting Machine Operator	**7**
SP 2-38	2315-56	Senior Mail Processor	**7**
SP 2-35	0301-49	Senior Markup Clerk, Automated	**6**
KP-13	2320-01	Window Clerk	**6**
SP 2-388	2320-29	Window Services Technician	**7**
SP2600	2310-0012	Clerk/Special Delivery Messenger	**6**
SP2046	2315-0063	Mail Processing Clerk	**6**
SP-XXX	2320-0004	Lead Sales and Services Associate	**7**
SP-XXX	2320-0001	Sales and Services Associate	**6**
SP-XXX	2320-0003	Sales, Services and Distribution Associate	**6**

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

CLERK CRAFT

Re: Retail Training Task Force

The parties recognize the importance of customer service and product consulting skills in achieving customer satisfaction and retail sales growth and the important role played by clerks and managers with responsibilities in retail operations for assuring that growth.

With this in mind, the parties agree to establish a National Task Force on Retail Training. This Task Force will focus on the improvement of customer satisfaction and product consulting skills, as well as the enhancement of our public image.

The Task Force will develop and oversee the administration of a national, on-going program that emphasizes customer service and product consulting skills for clerks assigned flexible credits, as well as managers with responsibilities in retail operations.

The Task Force will consist of three members appointed by the APWU and three members appointed by the Postal Service. The charter of the Task Force will be to explore and evaluate previous programs conducted in the field, research alternative approaches, outline parameters for the program, conduct and measure a pilot program, and administer the national implementation of the program. The parties agree that the Task Force will approach its charter with a spirit of cooperation and the determination to provide managers and clerks with the skills to excel in our competitive marketplace.

The Postal Service agrees to contribute at least $1.5 million to a fund for this employee development effort. Such fund will be used by the Task Force for program development and workhour costs, including any travel related expenses.

Date: 9/27/95

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

Re: Retail Operations Within Installations

The parties agree that all existing retail operations will remain within the installation of which they are a part and all future retail operations established within the jurisdiction of an installation shall become a part of that installation.

This memorandum is entered into without prejudice to the positions of either party on any issues.

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

SUBJECT: Position Description: Delivery/Sales Services and Distribution Associate, PS-06

1. **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.

2. The Postal Service agrees to implement this combined position description by July 2, 2011.

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

CLERK CRAFT

Re: Computerized Forwarding System (CFS) Rotation

In accordance with Article 37, Section 9, the parties mutually agree that it is in the best interests of employees who work in the Computerized Forwarding System (CFS) operation to have a rotation system that allows for time away from continuous uninterrupted keying duties.

In order to provide another option for an effective rotation system in CFS units, it is agreed that local parties may adopt the same work/rest cycle that is currently employed in Remote Encoding Center (REC) sites.

The parties who have not previously met and reached agreement at the local level as provided below shall, during the term of the **2010** National Agreement, be afforded the opportunity to do so. Therefore, as soon as practicable, the parties will meet at the local level to reach agreement on the appropriate work/break cycle to employ in their CFS site. The

local parties will meet to discus the issue and by mutual agreement will either implement the CFS work/break cycle as listed below or continue with their current work/break cycle. It is not the intent of this agreement to add to existing breaks or change any system that is currently acceptable to the parties.

The current work/break cycle is as follows:

INTERIM WORK BREAK CYCLE

4 & 8 Hour Tours

Hours 1 & 5	Key 55 minutes Break 5 minutes
Hour 2 & 6	Key 55 minutes Break 5 minutes
Hour 3 & 7	Break 5 minutes Key 55 minutes
Hour 4 & 8	Break 5 minutes Key 55 minutes

HOME OR LUNCH BREAK

6 Hour Tours

Hour 1	Key 55 minutes Break 5 minutes
Hour 2	Key 55 minutes Break 5 minutes
Hour 3	Break 5 minutes Key 55 minutes
Hour 4	Break 5 minutes Key 55 minutes
Hour 5	Break 10 minutes Key 50 minutes

Hour 6	Key 5 minutes Break 5 minutes Key 50 minutes

HOME

This understanding applies only to CFS units.

* * *

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

Re: COMPUTER FORWARDING SYSTEM – CFS CLERK REASSIGNMENT

The parties agree that whenever the Postal Service decides to reassign CFS clerks from a CFS unit, the appropriate provisions of Article 12 of the collective bargaining agreement will apply, with the following additional provisions:

A. CFS Reassignments:

1. If a determination is made to reassign CFS Clerks out of a section, to other crafts, and/or installations, the Area will begin withholding residual vacancies or PTF vacancies, as appropriate, in the same and lower levels within an Area, as determined by management, up to the number of career impacted CFS employees. In addition, the Area will also begin withholding residual vacancies or PTF vacancies in higher levels in APWU represented crafts, as appropriate, up to the number of career impacted CFS employees.

2. For the purposes of this agreement, the Test 470 (Battery Exam) requirement is waived for CFS clerks for reassignments or bidding/opting. Employees opting for an assignment must meet the other minimum requirements of the duty assignment.

3. Veteran's preference eligible CFS employees will be given priority placement into same and higher level duty assignments and will not be reassigned to a lower level. If there is no same or higher level duty assignment(s) available, the veteran's preference eligible employee(s) will be bypassed and the next senior non-preference eligible employee will be excessed in lieu of the preference eligible.

4. Beginning with local notification that CFS employees will be excessed, if a non-preference eligible CFS employee opts or bids to a lower level duty assignment, he/she will receive saved grade protection in accordance with the following:

    a. Employees who receive saved grade under this MOU will not be required to bid or apply for vacancies in their former wage level for a period of two years from the time they occupy the lower level duty assignment.

    b. After the two-year period, employees will be expected to bid or apply to former level duty assignments for which they are qualified or may become qualified by entering a scheme deferment period.

c. If no employee in the saved grade status bids or applies to the former level duty assignments, the junior employee(s) in the saved grade status will have their saved grade taken away.

d. An employee in saved grade status who bids or applies for a former wage level duty assignment and is declared the senior bidder but fails to qualify will lose saved grade protection. No more than one employee in the saved grade status group will have saved grade taken away for each former level duty assignment posted.

B. CFS EMPLOYEE UPGRADE

The Postal Service and the APWU agree that all remaining PS-4 CFS clerks will be upgraded to PS-5 effective on November 13, 2004. Generally, the parties' promotion rules apply with respect to upgrades; however, the parties have agreed on a non-precedential basis that the November 13, 2004, CFS upgrade will be based on a step-to-step upgrade mechanism, including credit for waiting period time already served, for the purpose of implementing this upgrade.

This agreement is made for the specific circumstances described above and does not alter in any way any other provisions of the collective bargaining agreement. The parties agree that this understanding is without prejudice and will not be used in any forum other than to enforce the provisions within this document.

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

CLERK CRAFT

Re: Function Four Flexibility

The parties agree that it is in the interest of the Postal Service and the APWU to increase customer satisfaction in Postal Service retail operations. During the term of the 2010 National Agreement, the parties intend to explore alternative methods to provide staffing and scheduling efficiency in function four operations. Such methods may include flexibility in full time and part time schedules, utilization of hub clerks, lead clerks, crew chiefs, etc.

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

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

CLERK CRAFT

Re: Identification of Newly Established Duty Assignments

The parties agree that the changes to Article 37, Section 4.D (Assignment of Unencumbered Employees) will not become effective until six (6) months after the 2006 Agreement is signed by the principals of the APWU and the U.S. Postal Service.

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

CLERK CRAFT

Re: Brush-up Training

The parties agree that the appropriate Handbooks will be changed to reflect the following:

I. For the purposes of this memorandum, brush-up training is defined as that training provided to employees who are successful bidders on a duty assignment and who are deemed to have a live record. Live Record is defined in Article 37, Section 1, of the National Agreement.

II. To provide brush-up training for those employees with a live record as follows:

A. Manual Scheme (manual separation of mail into a distribution case)

1. Less than 90 days - none.

2. 90 to 180 days - up to 60 calendar days productive distribution.

3. 181 days to 2 years - up to 60 calendar days productive distribution plus up to one (1) hour of study (brush-up) time for each 200 scheme items.

B. Letter Sorting Machines - Non-scheme Assignment (machine distribution of outgoing primary, state and incoming primary distributions using ZIP Codes)

1. Less than 60 days - none.

2. 60 to 90 days - up to one (1) hour keyboard training.

3. 90 to 180 days - up to two (2) hours keyboard training.

4. 181 to 365 days - up to four (4) hours keyboard training.

5. 366 to 540 days - up to six (6) hours keyboard training.

6. 541 days to 2 years - up to eight (8) hours keyboard training.

C. Letter Sorting Machines - Scheme Application (manual scheme knowledge applied to machine distribution)

1. Manual scheme 90 days (actual scheme knowledge)

   a. Less than 90 days - none.

   b. 90 to 180 days - up to ten (10) hours productive distribution prior to keyboard brush-up training.

   c. 181 to 365 days - up to twelve (12) hours productive distribution prior to keyboard brush-up training.

   d. 366 to 540 days - up to sixteen (16) hours productive distribution prior to keyboard brush-up training.

   e. 541 days to 2 years - up to twenty (20) hours productive distribution prior to keyboard brush-up training.

   f. In addition to the above, up to one (1) hour of study time for each 200 scheme items will be provided for d and e.

NOTE: Generally, an employee who is assigned to the letter sorting machine will have his proficiency monitored by use of the EDIT system. However, if this employee will be assigned to manual scheme distribution on a regular basis, he must be provided with productive distribution time as shown for Manual Scheme.

2. Scheme Distribution on Letter Sorting Machine

   a. Less than 60 days - none.

   b. 60 to 90 days - up to one (1) hour keyboard training.

   c. 91 to 180 days - up to two (2) hours keyboard training.

   d. 181 to 365 days - up to four (4) hours keyboard training.

   e. 366 to 540 days - up to six (6) hours keyboard training.

   f. 541 days to 2 years - up to eight (8) hours keyboard training.

D. Flat, Bundle, and Parcel Sorting Machines

   1. Less than 60 days - none.

   2. 60 to 180 days - up to one (1) hour keypad training.

   3. 181 to 365 days - up to two (2) hours keypad training

   4. 366 to 540 days - up to three (3) hours keypad training.

   5. 541 days to 2 years - up to four (4) hours keypad training.

E. Machine - Memory Items

   1. One (1) to 120 days - none.

   2. 121 to 365 days - up to one (1) hour study time.

3. 366 days to 2 years - up to two (2) hours study time.

F. In addition to the above, training will be provided when:

1. Scheme changes exceed 10 percent - at the rate of one (1) hour for each 16 items changed.

2. Memory item changes exceed 25 percent - at the rate of one (1) hour for each 16 items changed.

G. Section 3.F.7 Assignments

1. One (1) to 540 days - none except when there has been a significant change in services offered, rates, or duties. If a significant change has occurred, the appropriate portion of the training will be repeated; however, the employee will not be tested.

2. 541 days to 3 years - up to 16 hours training. If significant change has occurred, appropriate training is mandatory; however, the employee will not be tested.

3. 3 years to 5 years - repeat formal training, not OJT; however, employee will not be tested.

All brush-up training is to be given on-the-clock and employees will not be required to pass an examination following the training.

III. To provide employees with training time for MPLSM keyboard training on a graduated hour scale based on the number of scheme items, up to the hours listed by scheme size as follows:

100 to 299 scheme items up to 29 hours

300 to 399 scheme items up to 30 hours

400 to 499 scheme items up to 31 hours

500 to 699 scheme items up to 32 hours

700 to 799 scheme items up to 33 hours

800 to 899 scheme items up to 34 hours

900 to 1000 scheme items up to 35 hours

If a machine scheme is the first assignment, an employee will be provided up to 47 hours of training. The above range is for subsequent assignments. If non-scheme application is the subsequent assignment, an employee will be provided up to 32 hours of training.

IV. Provide for sequence of training for machine assignments requiring more than one (1) scheme as follows:

1. 1st manual scheme deferment; then
2. scheme to machine deferment; then
3. 2nd manual scheme deferment; then
4. scheme to machine deferment.

In addition, the Memoranda of Understanding on pages 193, 198-200, 200 and 201 of the 1984-1987 National Agreement are rescinded.

Date: July 21, 1987

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

Re: EMPLOYEE DEVELOPMENTAL OPPORTUNITIES

The parties recognize that internal recruitment and development of current bargaining unit career employees for skilled positions is in the best interest of postal employees and the Postal Service. The parties agree to the establishment of a process and program to allow for development opportunities for placement of current APWU bargaining unit career employees in the Maintenance department.

In order to improve the opportunity for career APWU bargaining unit employees to qualify for and establish themselves on the appropriate in-craft and/or in-service register(s), the Postal Service will develop and implement a program in those locations where a need is identified. The program will include a process whereby APWU career employees will have an opportunity to express interest in entering a developmental program for future opportunities in the Maintenance Craft.

Once created and implemented, APWU bargaining unit career employees who express an interest will be given an opportunity to qualify for placement in the program and subsequent placement in a position in the Maintenance Craft. Placement into the Maintenance Craft will follow the provisions of Article 38 of the current APWU-USPS collective bargaining agreement.

If the initial placement resulting from successful completion of the training program is to an Electronic Technician (ET) duty assignment, upon placement into the craft duty assignment, employees will commit to a three year lock-in for that craft from

the date placed in the assignment. The employees will not be able to request transfer, in-craft downgrade or bid to a non-skilled position during the lock-in period, but same position designation transfers and in-craft promotions in the installation are permitted. If an employee leaves before the end of the lock-in period, the employee will be responsible for reimbursing the Postal Service for all training costs.

As skilled Maintenance and Motor Vehicle craft positions are identified, developmental programs will be established where needed. Non-skilled employees already assigned to the craft for which the developmental training opportunity assignment is intended will have first priority to qualify for the available training.

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

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 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.

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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 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. The insourcing 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.**

   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 a PSE will not count against the applicable PSE cap.**

d. **Maintenance PSEs will be considered as accruing Maintenance Craft Service Seniority within the category of PSE from their original date of employment, regardless of any break in service as a PSE and shall include all time spent as a PSE.**

e. **When it is determined there is a need to fill a career vacancy, the selection for this opportunity will be provided to PSEs in order of their PSE Maintenance Service Seniority. Upon conversion to career, PSEs will be considered as new to craft, and seniority will begin anew in accordance with Article 38.**

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 PSE Usage

In the Maintenance Craft, the total number of PSEs 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 PSEs 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.

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

Re: Air Conditioning in 9 Ton Vehicles, Tractors, and Spotters

The Postal Service agrees that, on a prospective basis, contracts for the purchase of 9 ton vehicles, tractor and spotter vehicles will specify air conditioning for vehicles domiciled in specific areas of the country. A joint committee will be established for the purpose of identifying the specific areas where air conditioning will be provided. The committee will be comprised of two members appointed by the APWU and two members appointed by the Postal Service. The committee will rely upon heat/humidity index information and industry norms in making their recommendations. The committee's recommendations will be submitted to the Postal Service's Vice President Labor Relations and the APWU's President for resolution.

The parties further agree that the committee will complete their analysis and recommendations no later than March 1999.

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

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.

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

MOTOR VEHICLE CRAFT

Re: Highway Contracts

In furtherance of ongoing application of Article 32, Section 3 of the National Agreement the parties agree to the following principles:

1. The U.S. Postal Service reaffirms its commitment to require compliance with the highway contract specifications including the Service Contract Act. Contracting officers and administrative officials at the local level, when advised by American Postal Workers Union officials of complaints and/or provided information concerning alleged violations of a specific contract(s), especially those that relate to vehicle schedules, wage rates, and safety violations will, in a

business-like manner, acknowledge to the interested American Postal Workers Union official, receipt of said information and the action taken in response to the situation identified. Background information concerning scheduled routes will not be unreasonably denied.

2. The Postal Service recognizes the requirement to accurately reflect vehicle equipment needs when developing transportation service requirements. Reasonable efforts will continue to be made at the appropriate management level to reconcile vehicle requirements to existing postal vehicle sizes. In those situations where it is determined that the vehicle needed substantially differs from that which is available in the U.S. Postal Service fleet, justification will be provided the responsible USPS management office for those routes that otherwise meet the criteria of Article 32.

3. The responsible USPS management office will continue to encourage all contractors to display clearly and conspicuously on all vehicles, while engaged in the transport of mail, their company name, address and the fact that they are contract vehicles.

4. When the National Union is advised of the decision to award and/or renew a highway contract(s), the U.S. Postal Service will provide a reasonable explanation of its decision.

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

Re: Article 39.1.C.8 – Abolishment

Frequently Asked Question:

What is an example of a valid reason for abolishing a Motor Vehicle Craft duty assignment?

Response:

On the effective date of the abolishment, the majority of the work assigned to that duty assignment would no longer be performed.

* * *

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

SUBJECT: Motor Vehicle Craft Jobs

The United States Postal Service (USPS) agrees to fill/ create certain positions in the Motor Vehicle Craft of the American Postal Workers Union (APWU), AFL-CIO in Accordance with the following provisions:

1. **Vehicle Maintenance Facility**

   Work currently performed by contractors identified as PS-08, PS-09, and PS-10 Technician duties shall be established for bid in accordance with the Motor Vehicle Craft bid process prior to the expiration of

each vendor contract, if applicable. The Employer agrees to fill 740 duty assignments with Motor Vehicle Craft employees in the VMFs. The Employer shall seek to fill duty assignments not filled through the bid procedure via the normal hiring process, including the terms of Article 39.2.A.12. When applicable, the Employer will proceed with the normal hiring process as expeditiously as possible.

The Employer shall establish the following duty assignments in designated VMF's in accordance with the paragraph above:

Job title	Duty Assignments
PS-08 Technicians	219
PS-09 Lead Technicians	459
PS-10 Lead Technicians	62

The Employer agrees, in VMF's with body and fender repair operations, to staff the operation with Body and Fender Repairman duty assignments to the appropriate complement.

2. Motor Vehicle Services

The Motor Vehicle Craft will assume service on a minimum of 600 PVS routes currently contracted to HCR upon the expiration of each supplier contract. Route service may be assigned to either career or non-career employees, as necessary. The Employer will designate the 600 PVS routes to be assigned to the Motor Vehicle Craft and no less than 25% of the duty assignments created will be assigned to career employees.

In addition, the parties agree to review approximately 8,000 other existing Transportation Highway Contract Routes (HCR's). It is understood that in considering the conversion of such work the parties will use DOT work rules and an appropriate mix of bargaining unit costs as submitted by the APWU. In considering whether or not bargaining unit positions may be created the parties will follow the below described process:

a. The Postal Service will provide each individual HCR contract to the APWU upon ratification.

b. The APWU will review the contracts and provide the Postal Service designee with specific route and trip information (including frequency, time of departure and arrival, annual mileage and equipment requirements) regarding where it believes opportunities exist to create bargaining unit duty assignments based on the work contained in the HCR contract.

c. The APWU may initiate and obtain a cost comparison on segments (trips) of an HCR route: that is some, but not all, the routes covered by the contract. If the APWU fair comparison of a contract or a segment of a route shows that it would cost less to have the work performed by MVS employees, it will be assigned to MVS employees.

d. The parties shall meet within 14 days of receiving the APWU's input as described in paragraph 2b above.

e. The Postal Service will consider overall operational needs when creating the new assignments including fleet needs, maintenance

capabilities, parking, route logistics, etc., but these factors will not be used to circumvent the Memo (Re: Contracting and Insourcing of Contracted Services).

f. After proper and appropriate notice has been given to the HCR contractor such that termination of the contract does not cause or incur additional expense or cost to the Postal Service, any and all new assignments will be posted for bid to the existing career workforce before filled with new employees.

3. Audit of EAS Jobs

a. The Employer shall return administrative and technical duties and responsibilities from Executive and Administrative Schedule (EAS) positions to the APWU bargaining unit based upon an audit 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. The parties shall meet within 30 days of the execution of this Agreement to review the audits and career position descriptions.

d. At the request of the Union, the Employer shall engage in the above process with respect to other EAS positions which the Union believes contain bargaining unit work.

4. Bargaining Unit Positions

It is understood and agreed that pursuant to Section 3, the Employer will provide at least sixty (60) additional administrative and technical duty assignments to the MVS Craft bargaining unit in addition to those provided in Sections 1 and 2 above.

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

Re: Job Audits

The parties understand and agree that if the Postal Service concludes under EAS job audits that any non-managerial or non-supervisory duties did not "seep out" of the bargaining unit, this shall not affect the Postal Service's obligations under Article 1.5, stating in part that "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." If the Postal Service later assigns non-managerial and non-supervisory duties otherwise not excluded pursuant to Article 1.2, which the Postal Service

concludes did not "seep out" of the bargaining unit to employees in another position description, they may not be assigned to a new or revised EAS position but rather must be assigned "to the national craft unit most appropriate for such position" in accordance with the procedure in Article 1.5.

By entering into this memoranda of understanding providing for EAS job audits, the parties understand that the union is not agreeing that the Postal Service may in the future assign non-managerial and non-supervisory work outside the bargaining unit.

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LETTER OF INTENT
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Operation of Powered Industrial Equipment for Material Support Craft Employees

The operation of powered industrial equipment that is powered by electric motor (battery) or internal combustion (flammable gases) requires the operators to have an appropriately endorsed Certificate of Vehicle Familiarization and Safe Operation. This is the case regardless of whether the operator walks behind or rides on the equipment to guide it.

Level **5** employees, in the Mail Equipment Shops and Material Distribution Centers, who operate this equipment and are required to have an appropriately endorsed Certificate of Vehicle Familiarization and Safe Operation, are entitled to Level **6** compensation for the period of such operations.

* * *

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

Re: Work Clothes Program — MES

The parties agree that employees who are assigned to the Mail Equipment Shops and who are entitled to a Work Clothes Allowance shall be suspended from the Uniform Allowance Program. These employees will continue to be eligible for the established allowance amount as determined by Article 26, however, the Employer will establish an agreement with an authorized vendor of the U.S. Postal Service Uniform Program that will provide eligible employees with aprons, smocks, work shirts and/pants. Based on the allotment authorized, employees will retain their current Uniform Program anniversary date and shall continue to be subject to all existing regulations regarding the work clothes program, except as noted above.

Effective with the date of this Agreement, employees assigned to the position of Group Leader shall be eligible for the Work Clothes allowance.

* * *

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

Re: Training Opportunities Mail Equipment Shops

The Employer will continue to post the opportunity to take available PEDC courses to enhance employee's abilities to pass qualifying examinations for the following positions:

Mail Equipment Shops Technician - Grade 9

Data Conversion Operator (MES) - Grade 4

* * *

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

Re: Mail Equipment Shop Operations

The parties agree that the Union will be informed as far in advance as practicable of any decision to substantially alter operations at the Mail Equipment Shops (MES) which will affect jobs at the MES.

No final decision on whether to substantially alter operations at the MES which will affect jobs at the MES will be made until the Employer has met and discussed the matter with the Union.

The intent of the parties is to provide that affected employees are given consideration, including training if necessary, for reassignment to an available postal position, in accordance

with Article 12, for which they meet all qualifications, within the MES or to another bargaining unit represented by the American Postal Workers Union, AFL-CIO.

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

Re: Overtime at the Mail Equipment Shops

The parties agree that in the Mail Equipment Shops, full-time employees not on the overtime desired list may be required to work overtime only if all available employees on the overtime desired list have worked up to ten (10) hours on a regularly scheduled day or up to four (4) hours on a non-scheduled day.

The parties further agree that before requiring employees not on the overtime desired list to work overtime on a given day, qualified employees who are present and working in the section (as defined by the Local Memorandum of Understanding) and in the same level will be given the opportunity to volunteer to work overtime on that day.

* * *

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

Re: Transfer Opportunities to Minimize Excessing

Pursuant to the Memorandum of Understanding (MOU) on Transfer Opportunities to Minimize Excessing dated

September 12, 2005, the parties held a series of meetings to discuss the methods by which this understanding would be implemented. As a result of these meetings the parties agree to the following:

1. All APWU employees in the installation and affected craft experiencing excessing from the craft or installation may voluntarily submit a request for transfer through eReassign. These employees will be placed on a preferred listing within eReassign by date order. These volunteers will be allowed to transfer out of their impacted installation in accordance with the MOU on Transfer Opportunities to Minimize Excessing and the procedures described herein.

   A. Affected employees requesting transfer must meet the minimum qualifications for the position being considered.

   B. In accordance with applicable provisions of the EL-312 Handbook, nepotism rules are still in effect.

   C. The following sections of the Transfer Memorandum of Understanding (page 305 of the 2000–2006 National Agreement) are modified in order to accommodate transfer opportunities to minimize excessing. Specifically:

      1. Section B & C (page 305–306) — Ratios contained in the Transfer MOU are not applicable to affected employees applying for transfer as a result of impending excessing.

      2. Section D (page 306) — Affected employees work, attendance and safety records will not be considered when applying for transfer as a result of impending excessing.

3. Section D.1 (page 306-307) — Affected employees will not be required to have 18 or 12 months of service (as applicable) in their present installation prior to requesting a transfer to another installation. Additionally, any craft lock in period will also not apply to affected employees that qualify for priority consideration.

4. Section E (page 307) — A minimum of 30 days notice to the losing installation will be afforded if possible. Neither the gaining nor losing installation can place a hold on the employee. The affected employee will be allowed to transfer prior to the excessing if they desire and choose their effective date of transfer will coincide with the start of a pay period at the gaining installation. The losing installation will coordinate between the employee and the gaining installation.

D. The Postal Service will not provide affected employees copies of vacancies at postal facilities in advance of transfer requests. Installations with hard-to-fill vacancies post them in eReassign as Reassignment Opportunities. **The Postal Service will notify employees in the impacted installation(s) of the availability of the eReassign transfer alternative.**

Employees can request reassignment to these specific positions. It is the responsibility of the affected employee to check on a regular basis in eReassign for Reassignment Opportunities. Employees may also request transfers to offices that do not have reassignment opportunities listed on eReassign.

2. Selections by installations accepting transfer requests will be on a seniority basis using craft installation seniority from the losing installation.

   A. In the event of a seniority tie, the tie breaker method will be as follows: a). total career postal time, and b). entered on duty date.

   B. An employee's seniority in the gaining installation is established by the respective gaining craft article in the collective bargaining agreement based on the employee being a voluntary transfer (not excessed) employee.

3. An employee accepting a transfer under the priority consideration will have their name removed from the priority eReassign pending request list at all locations. Affected employees requesting transfer can change their mind and decline a transfer opportunity. By doing so, the affected employee's name will be removed from the priority eReassign pending request list at the declined location and the affected employee becomes immediately available for involuntary Article 12 reassignment.

4. Employees may transfer across APWU craft lines. Transfers outside craft lines will be processed in accordance with applicable provisions of the collective bargaining agreements and postal regulations. Affected employees requesting transfer must meet the minimum qualifications for the position being considered. The first selection will come from same craft to same craft prior to making cross craft selections. There is no priority consideration to non-APWU craft positions.

5. Simultaneous (duplicate) requests for transfer by the same employee to the same craft and installation in eReassign are not permitted.

6. Employee may receive a printed confirmation of their request through eReassign.

7. **With the exception of the Clerk Craft, i**mpacted crafts or occupational groups in installations under Article 12 withholding are not available for transfer requests. **In the Clerk Craft only, excluding installations concurrently experiencing excessing from the Clerk Craft, the following vacancies will be made available through eReassign for transfer requests by full-time regular clerks in impacted offices under this procedure for a minimum of twenty-one (21) days before they may be withheld under Article 12 and Article 37.3.A.3:**

   a. **Posted Clerk vacancies within the District which are determined to be residual after completion of the bidding/assignment process in 37.3 and 37.4.**

   b. **Posted Clerk vacancies in installations outside the District but within a one hundred (100) mile geographic radius of the impacted installation, which are determined to be residual after completion of the bidding/assignment process in Article 37.3, and 37.4. The parties may mutually agree to expand the area of consideration beyond 100 miles if they determine it is necessary to provide sufficient vacancies for offices with excess Clerks.**

   c. **When the excessing involves part-time flexibles, PTF vacancies within the same areas identified in a and b above, will be made available for transfer requests by part-time flexibles in the impacted office.**

8. As a result of the MOU, there are no changes to the Article 12 time frames for notification to the union.

9. Disputes arising from the application of Transfer Opportunities to Minimize Excessing MOU will be processed at the Area level. If unable to resolve at Area level the dispute will be forwarded to the Headquarters level.

* * *

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

The parties agree that when in small post offices there are two hours or less of contracted out custodial duties in a day that cannot be combined with other maintenance duties to create a duty assignment, those duties will be assigned to an existing APWU bargaining unit duty assignment in the facility.

* * *

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

CLERK CRAFT

Re: Excessing by Seniority Task Force

Concerns have been raised with regard to the application of seniority when excessing out of the craft or installation. The parties have further agreed to explore how the excessing of Clerk Craft employees solely by seniority may resolve these potential issues. As a result, during the term of the 2010 National Agreement, the parties intend to explore how Clerk Craft employees may be excessed out of the craft or installation consistent with Article 12 in order of seniority.

To further this effort, the parties agree to establish a national joint task force to develop a process for excessing out of the craft or installation by seniority for Clerk Craft employees. This joint task force shall discuss contractual issues, legal requirements, and operational needs, as they relate to excessing by seniority. 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.

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

Re: Human Resources Shared Services Center (HRSSC)

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.

The parties will continue to meet as necessary to discuss issues and to improve communication.

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2011

January

Sa	Su	Mo	Tu	We	Th	Fr	PP
1	2	3	4	5	6	7	2
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	3
22	23	24	25	26	27	28	
29	30	31					4

1 New Year's Day
17 Martin Luther King Jr. Day

Payday

February

Sa	Su	Mo	Tu	We	Th	Fr	PP
			1	**2**	3	4	4
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	5
19	20	21	22	23	24	25	
26	27	28					6

21 President's Day

March

Sa	Su	Mo	Tu	We	Th	Fr	PP
			1	2	3	4	6
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	7
19	20	21	22	23	24	25	
26	27	28	29	30	31		8

April

Sa	Su	Mo	Tu	We	Th	Fr	PP
						1	8
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	9
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	10
30							

May

Sa	Su	Mo	Tu	We	Th	Fr	PP
	1	2	3	4	5	6	10
7	8	9	10	11	12	13	11
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	12
28	29	30	31				

30 Memorial Day

June

Sa	Su	Mo	Tu	We	Th	Fr	PP
				1	2	3	12
4	5	6	7	8	9	10	13
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18	19	20	21	22	23	24	14
25	26	27	28	29	30		

July

Sa	Su	Mo	Tu	We	Th	Fr	PP
						1	14
2	3	**4**	5	6	7	8	15
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	16
23	24	25	26	27	28	29	
30	31						17

4 Independence Day

August

Sa	Su	Mo	Tu	We	Th	Fr	PP
		1	2	3	4	5	17
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27	28	29	30	31			19

September

Sa	Su	Mo	Tu	We	Th	Fr	PP
					1	2	19
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10	11	12	13	14	15	16	20
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	21

5 Labor Day

October

Sa	Su	Mo	Tu	We	Th	Fr	PP
1	2	3	4	5	6	7	21
8	9	10	11	12	13	14	22
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22	23	24	25	26	27	28	23
29	30	31					

10 Columbus Day

November

Sa	Su	Mo	Tu	We	Th	Fr	PP
			1	2	3	4	23
5	6	7	8	9	10	11	24
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19	20	21	22	23	24	25	25
26	27	28	29	30			

11 Veteran's Day
24 Thanksgiving

December

Sa	Su	Mo	Tu	We	Th	Fr	PP
					1	2	25
3	4	5	6	7	8	9	26
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	1
24	25	26	27	28	29	30	
31							2

25 Christmas

2012

January

Sa	Su	Mo	Tu	We	Th	Fr	PP
	1	2	3	4	5	6	2
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	3
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28	29	30	31				4

1 New Year's Day
16 Martin Luther King Jr. Day

Payday

February

Sa	Su	Mo	Tu	We	Th	Fr	PP
				1	**2**	3	4
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	5
18	19	20	21	22	23	24	
25	26	27	28	29			6

20 President's Day

March

Sa	Su	Mo	Tu	We	Th	Fr	PP
					1	2	6
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	7
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	8
31							

April

Sa	Su	Mo	Tu	We	Th	Fr	PP
	1	2	3	4	5	6	8
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28	29	30					

May

Sa	Su	Mo	Tu	We	Th	Fr	PP
			1	2	3	4	10
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12	13	14	15	16	17	18	
19	20	21	22	23	24	25	12
26	27	28	29	30	31		

28 Memorial Day

June

Sa	Su	Mo	Tu	We	Th	Fr	PP
						1	12
2	3	4	5	6	7	8	13
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	14
23	24	25	26	27	28	29	
30							15

July

Sa	Su	Mo	Tu	We	Th	Fr	PP
	1	2	3	**4**	5	6	15
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	16
21	22	23	24	25	26	27	
28	29	30	31				17

4 Independence Day

August

Sa	Su	Mo	Tu	We	Th	Fr	PP
				1	2	3	17
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	18
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	19

September

Sa	Su	Mo	Tu	We	Th	Fr	PP
1	2	3	4	5	6	7	19
8	9	10	11	12	13	14	20
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29	30						

3 Labor Day

October

Sa	Su	Mo	Tu	We	Th	Fr	PP
		1	2	3	4	5	21
6	7	8	9	10	11	12	22
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20	21	22	23	24	25	26	23
27	28	29	30	31			

8 Columbus Day

November

Sa	Su	Mo	Tu	We	Th	Fr	PP
					1	2	23
3	4	5	6	7	8	9	24
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	25
24	25	26	27	28	29	30	

12 Veteran's Day
22 Thanksgiving

December

Sa	Su	Mo	Tu	We	Th	Fr	PP
1	2	3	4	5	6	7	26
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	1
22	23	24	25	26	27	28	
29	30	31					2

25 Christmas

2013

January

Sa	Su	Mo	Tu	We	Th	Fr	PP
			1	2	3	4	2
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	3
19	20	21	22	23	24	25	
26	27	28	29	30	31		4

1 New Year's Day
21 Martin Luther King Jr. Day

Payday

February

Sa	Su	Mo	Tu	We	Th	Fr	PP
						1	4
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	5
16	17	**18**	19	20	21	22	
23	24	25	26	27	28		6

18 President's Day

March

Sa	Su	Mo	Tu	We	Th	Fr	PP
						1	6
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	7
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	8
30	31						

April

Sa	Su	Mo	Tu	We	Th	Fr	PP
		1	2	3	4	5	8
6	7	8	9	10	11	12	9
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	10
27	28	29	30				

May

Sa	Su	Mo	Tu	We	Th	Fr	PP
				1	2	3	10
4	5	6	7	8	9	10	11
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	12
25	26	**27**	28	29	30	31	

27 Memorial Day

June

Sa	Su	Mo	Tu	We	Th	Fr	PP
1	2	3	4	5	6	7	13
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	14
22	23	24	25	26	27	28	
29	30						15

July

Sa	Su	Mo	Tu	We	Th	Fr	PP
		1	2	3	**4**	5	15
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	16
20	21	22	23	24	25	26	
27	28	29	30	31			17

4 Independence Day

August

Sa	Su	Mo	Tu	We	Th	Fr	PP
					1	2	17
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	18
17	18	19	20	21	22	23	
24	25	26	27	28	29	30	19
31							

September

Sa	Su	Mo	Tu	We	Th	Fr	PP
	1	**2**	3	4	5	6	19
7	8	9	10	11	12	13	20
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	21
28	29	30					

2 Labor Day

October

Sa	Su	Mo	Tu	We	Th	Fr	PP
			1	2	3	4	21
5	6	7	8	9	10	11	22
12	13	**14**	15	16	17	18	
19	20	21	22	23	24	25	23
26	27	28	29	30	31		

14 Columbus Day

November

Sa	Su	Mo	Tu	We	Th	Fr	PP
						1	23
2	3	4	5	6	7	8	24
9	10	**11**	12	13	14	15	
16	17	18	19	20	21	22	25
23	24	25	26	27	**28**	29	
30							26

11 Veteran's Day
28 Thanksgiving

December

Sa	Su	Mo	Tu	We	Th	Fr	PP
	1	2	3	4	5	6	26
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	1
21	22	23	24	**25**	26	27	
28	29	30	31				2

25 Christmas

2014

January

Sa	Su	Mo	Tu	We	Th	Fr	PP
				1	2	3	2
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	3
18	19	**20**	21	22	23	24	
25	26	27	28	29	30	31	4

1 New Year's Day
20 Martin Luther King Jr. Day

Payday

February

Sa	Su	Mo	Tu	We	Th	Fr	PP
1	**2**	3	4	5	6	7	4
8	9	10	11	12	13	14	5
15	16	**17**	18	19	20	21	
22	23	24	25	26	27	28	6

17 President's Day

March

Sa	Su	Mo	Tu	We	Th	Fr	PP
1	2	3	4	5	6	7	6
8	9	10	11	12	13	14	7
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	8
29	30	31					

April

Sa	Su	Mo	Tu	We	Th	Fr	PP
			1	2	3	4	8
5	6	7	8	9	10	11	9
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	10
26	27	28	29	30			

May

Sa	Su	Mo	Tu	We	Th	Fr	PP
					1	2	10
3	4	5	6	7	8	9	11
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	12
24	25	**26**	27	28	29	30	
31							13

26 Memorial Day

June

Sa	Su	Mo	Tu	We	Th	Fr	PP
	1	2	3	4	5	6	13
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	14
21	22	23	24	25	26	27	
28	29	30					15

July

Sa	Su	Mo	Tu	We	Th	Fr	PP
			1	2	3	**4**	15
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	16
19	20	21	22	23	24	25	
26	27	28	29	30	31		17

4 Independence Day

August

Sa	Su	Mo	Tu	We	Th	Fr	PP
						1	17
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	18
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	19
30	31						

September

Sa	Su	Mo	Tu	We	Th	Fr	PP
		1	2	3	4	5	19
6	**7**	8	9	10	11	12	20
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	21
27	28	29	30				

1 Labor Day

October

Sa	Su	Mo	Tu	We	Th	Fr	PP
				1	2	3	21
4	5	6	7	8	9	10	22
11	12	**13**	14	15	16	17	
18	19	20	21	22	23	24	23
25	26	27	28	29	30	31	

13 Columbus Day

November

Sa	Su	Mo	Tu	We	Th	Fr	PP
1	2	3	4	5	6	7	24
8	9	10	**11**	12	13	14	
15	16	17	18	19	20	21	25
22	23	24	25	26	**27**	28	
29	30						26

11 Veteran's Day
27 Thanksgiving

December

Sa	Su	Mo	Tu	We	Th	Fr	PP
		1	2	3	4	5	26
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	1
20	21	22	23	24	**25**	26	
27	28	29	30	31			2

25 Christmas

2015

January

Sa	Su	Mo	Tu	We	Th	Fr	PP
					1	2	2
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	3
17	18	**19**	20	21	22	23	
24	25	26	27	28	29	30	4
31							

1 New Year's Day
19 Martin Luther King Jr. Day

Payday

February

Sa	Su	Mo	Tu	We	Th	Fr	PP
	1	2	3	4	5	6	4
7	8	9	10	11	12	13	5
14	15	**16**	17	18	19	20	
21	22	23	24	25	26	27	6
28							

16 President's Day

March

Sa	Su	Mo	Tu	We	Th	Fr	PP
	1	2	3	4	5	6	6
7	8	9	10	11	12	13	7
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	8
28	29	30	31				

April

Sa	Su	Mo	Tu	We	Th	Fr	PP
				1	2	**3**	8
4	**5**	6	7	8	9	10	9
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	10
25	26	27	28	29	30		

May

Sa	Su	Mo	Tu	We	Th	Fr	PP
						1	10
2	3	4	5	6	7	8	11
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	12
23	24	**25**	26	27	28	29	
30	31						13

25 Memorial Day

June

Sa	Su	Mo	Tu	We	Th	Fr	PP
		1	2	3	4	5	13
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	14
20	21	22	23	24	25	26	
27	28	29	30				15

July

Sa	Su	Mo	Tu	We	Th	Fr	PP
				1	2	3	15
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	16
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	17

4 Independence Day

August

Sa	Su	Mo	Tu	We	Th	Fr	PP
1	2	3	4	5	6	7	17
8	9	10	11	12	13	14	18
15	16	17	18	19	20	21	
22	23	24	25	26	27	28	19
29	30	31					

September

Sa	Su	Mo	Tu	We	Th	Fr	PP
			1	2	3	4	19
5	6	**7**	8	9	10	11	20
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	21
26	27	28	29	30			

7 Labor Day

October

Sa	Su	Mo	Tu	We	Th	Fr	PP
					1	2	21
3	4	5	6	7	8	9	22
10	11	**12**	13	14	15	16	
17	18	19	20	21	22	23	23
24	25	26	27	28	29	30	
31							24

12 Columbus Day

November

Sa	Su	Mo	Tu	We	Th	Fr	PP
	1	2	3	4	5	6	24
7	8	9	10	**11**	12	13	
14	15	16	17	18	19	20	25
21	22	23	24	25	**26**	27	
28	29	30					26

11 Veteran's Day
26 Thanksgiving

December

Sa	Su	Mo	Tu	We	Th	Fr	PP
			1	2	3	4	26
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	27
19	20	21	22	23	24	**25**	
26	27	28	29	30	31		1

25 Christmas

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