

# COLLECTIVE BARGAINING AGREEMENT

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Between

**American  
Postal Workers  
Union, AFL-CIO**

And

**U.S. Postal Service**

Covering

**Information Technology/  
Accounting Service  
Centers  
2001-2006**

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## TABLE OF CONTENTS

	<u>Subject</u>	<u>Page</u>
	Preamble	1
Article 1	Union Recognition	2
Article 2	Non-Discrimination and Civil Rights	3
Article 3	Management Rights	4
Article 4	Technological and Mechanization Changes	5
Article 5	Prohibition of Unilateral Action	7
Article 6	No Layoffs or Reduction In Force	8
Article 7	Employee Classifications	9
Article 8	Hours of Work	12
Article 9	Salaries and Wages	17
Article 10	Leave	21
Article 11	Holidays	25
Article 12	Probationary Period	28
Article 13	Assignment of Ill or Injured Regular Work Force Employees	29
Article 14	Safety and Health	32
Article 15	Grievance-Arbitration Procedure	36
Article 16	Discipline Procedure	42
Article 17	Representation	47
Article 18	No Strike	53
Article 19	Handbooks and Manuals	54
Article 20	Parking	55
Article 21	Benefit Plans	56
Article 22	Bulletin Boards	58
Article 23	Rights of Union Officials to Enter Postal Installations	59
Article 24	Employees on Leave with Regard to Union Business	60

	<u>Subject</u>	<u>Page</u>
Article 25	Higher Level Assignments	62
Article 26	Work Clothes	64
Article 27	Employee Claims	65
Article 28	Employer Claims	66
Article 29	Training	67
Article 30	Local Working Conditions	68
Article 31	Union–Management Cooperation	71
Article 32	Subcontracting	72
Article 33	Promotions	73
Article 34	Work and/or Time Standards	75
Article 35	Employee Assistance Program	77
Article 36	Credit Unions and Travel	78
Article 37	Seniority	79
Article 38	Posting	86
Article 39	Voluntary Transfers	90
Article 40	Involuntary Reassignments	91
Article 41	Policy on Telephones	98
Article 42	Separability and Duration	99
Table One	<b>Information Systems/Accounting Service Centers Schedule Full-time Annual Basic Rates Effective November 4, 2000 (PP 24–00)</b>	<b>100</b>
Appendix A	Night Shift Differential Hourly Rates For Information Systems/Accounting Service Centers Employees Effective January 16, 1999	101

## Memorandums

<u>Subject</u>	<u>Page</u>
1. <b>2003 Extension Agreement</b>	<b>103</b>
2. Transfer of Work	105
3. Deaf and Hard of Hearing	106
4. Conversion to Full-Time Status	110
5. Maximization, Letter of Intent	111
6. Sick Leave for Dependent Care	113
7. Part-Time Flexible Court Leave	114
8. Leave Sharing	116
9. Annual Leave Exchange Option	118
10. Paid Leave and LWOP	119
11. Interest on Back Pay	120
12. Dependent Care	121
13. Role of Inspection Service in Labor Relations Matters	122
14. Career Development	123
15. Bargaining Unit Computer Tape	124
16. Functional Area, Letter of Intent	125
17. Voluntary Transfers	126
18. Involuntary Reassignments Within a Center	127
19. Alternative Work Schedules National Task Force	129
20. Emergency Support	130
<b>21. Payroll Positions</b>	<b>131</b>
<b>22. Information Technology Casuals</b>	<b>133</b>
<b>23. Organizational Name Changes (Letter)</b>	<b>136</b>

## NOTE

The provisions of the 1999-2001 Agreement covering the Information Systems/Accounting Service Centers remained in full force and effect from 12 midnight, **January 20, 2001**, until 12 midnight, **August 23, 2002**.

1. Bold face type in the text indicates revised or new language.
2. Cross-references to relevant Memoranda of Understanding and Letters of Intent are included in the text of this Agreement; the location of the cross-references is for the convenience of the reader, and in no way affects the content or intent of this Agreement, the Memoranda, or the Letters of Intent.
3. Section headings are for the convenience of the reader, and in no way affect the content or intent of this Agreement, the Memoranda, or Letters of Intent.
4. Changes made in this Agreement pursuant to U.S. Postal Service structural changes in no way affect the content or intent of this Agreement, the Memoranda, or Letters of Intent.
5. **Changes in Section numbering have been made for the convenience of the reader, and in no way affect the content or intent of this Agreement, the Memorandums of Understanding, or the Letters of Intent.**
6. **Changes made pursuant to the April 7, 2003, Extension Agreement have been incorporated into Articles 9, 21, and 41 (See Memo, pages 103-104).**

## PREAMBLE

This Agreement referred to as the **2001 Information Technology/Accounting Service Centers (formerly Information Systems /Accounting Service Centers)** 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 terms of this Agreement are effective as of August 24, 2002, unless otherwise provided.**

The term "day(s)" used throughout this Agreement is intended to refer to calendar day(s), unless otherwise specified.

When the term the former "Center(s)" is used in this Agreement, it refers to the former **Information Systems/Accounting Service Centers**, now known as **"Information Technology/Accounting Service Centers."**

*(See Letter, page 136)*

**ARTICLE 1  
UNION RECOGNITION**

**Section 1.01. Recognition**

The Employer recognizes the Union as the exclusive collective bargaining representative of all employees in the regular work force employed at the Centers for whom it has been certified as the exclusive representative by the National Labor Relations Board.

**Section 1.02. Exclusions**

This Agreement does not apply to:

- A. Managerial and supervisory personnel;
- B. Professional employees;
- C. Employees engaged in personnel work in other than a purely non-confidential clerical capacity; or
- D. Security guards as defined in PL 91-375, Section 1201.3.

**Section 1.03. Future Application of Agreement**

This Agreement shall be applicable to all employees in the regular work force wherever employed, who are under the administrative jurisdiction of any of the existing Centers cited in Section 1 above.

**Section 1.04. Bargaining Unit Work Prohibition**

Managerial and supervisory personnel are prohibited from performing bargaining unit work except:

- A. In an emergency condition in order to meet the Center mission;
- B. For the purpose of training or instruction of employees;
- C. To ensure the proper operation of equipment;
- D. For the purpose of hardware or software systems evaluation;
- E. To protect the safety of employees; or
- F. To protect the property of the Employer.

*(See Memo, page 105)*

**ARTICLE 2**  
**NON-DISCRIMINATION AND CIVIL RIGHTS**

**Section 2.01. Non-Discrimination**

- A. 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.
- B. 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 106)*

**Section 2.02. Sexual Harassment**

Sexual harassment is defined as deliberate unsolicited verbal comments or physical contacts of an intimate nature which are unwelcome to the recipient, or an express or implied threat to make decisions affecting an employee's job or working conditions on the basis of an acceptance or refusal of a request for sexual intimacy.

Sexual harassment undermines the integrity of the employment relationship and will not be condoned.

**Section 2.03. Grievances**

Grievances arising under this Article may be filed at Step 2 of the grievance procedure (Section 2.B) unless filed directly at the national level, in which case the provisions of this Agreement for initiating grievances at that level shall apply.

**ARTICLE 3  
MANAGEMENT RIGHTS**

**Section 3.01. 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 Centers 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; and
- E. 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.

## **ARTICLE 4**

### **TECHNOLOGICAL AND MECHANIZATION CHANGES**

#### **Section 4.01. Advance Notice**

The Union will be informed as far in advance of implementation as practicable 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 or leased, 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 4.02. National Labor–Management Committee**

Notice to the National Labor–Management Committee established pursuant to Article 17 of this Agreement shall satisfy the notice requirements of the preceding paragraph. Upon receiving such 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, Step 3. Any arbitration arising under this Article will be given priority in scheduling.

#### **Section 4.03. New Jobs**

- A. Any new job or jobs created by technological or mechanization changes shall be offered to present employees capable of being trained within sixty (60) days to perform the new or changed job. The Employer will provide all on–the–job and any additional off–site training for such sixty (60) days. It is recognized that new or changed positions in grades 17 and above may require additional training and that such training will not be denied because it exceeds the sixty (60) day training period above. During training, employees will maintain their rate. In the event that the Employer determines that either no Center employee is capable of being trained within the prescribed sixty (60) day period or that the Center employee(s) who are selected to be trained for such position(s) have not, to the Employer's

satisfaction, been successfully trained after the sixty (60) day period has elapsed, the Employer may hire from outside the bargaining unit in order to fill the new job or jobs which were created by the technological or mechanization changes. Under no circumstances shall the Employer be required to select more person(s) for training than the number of new position(s) available.

- B. Employees whose jobs are eliminated, if any, shall be reassigned to the highest existing vacancy for which they are qualified. If they cannot be placed in jobs of equal grade, they shall receive saved grade until such time as they fail to bid or apply for reassignment to their former grade, or to any position at a grade between that of their former grade and present grade.

#### **Section 4.04. Right to Change**

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

#### **Section 4.05. Experimental Programs**

Experimental programs involving technological and mechanization changes are within the scope of this Article.

**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.

## **ARTICLE 6**

### **NO LAYOFFS OR REDUCTION IN FORCE**

It is agreed by the Employer that no employees employed in the regular work force will be laid off on an involuntary basis during this Agreement.

**ARTICLE 7**  
**EMPLOYEE CLASSIFICATIONS**

**Section 7.01. Regular Work Force**

The regular work force shall be comprised of two categories of employees which are as follows:

- A. Full-Time. Employees in this category 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. Part-Time. Employees in this category shall be hired pursuant to such procedures as the Employer may establish and may be assigned to regular schedules of less than forty (40) hours in a service week, or shall have no fixed work schedules, but are available for work on a flexible work schedule during the course of a service week.

**Section 7.02. Supplemental Work Force**

The supplemental work force shall be comprised of casual employees. Casual employees are those who may be utilized as a limited term supplemental work force but may not be employed in lieu of full-time or part-time employees. Casual employees are limited to two (2) ninety (90) day terms of casual employment in a calendar year. In addition to such employment, casuals may be re-employed during the Christmas period for not more than twenty-one (21) days.

**Section 7.03. Employment and Work Assignments**

- A. Normally, work in different grades or organizational groups will not be combined into one job. However, to provide maximum full-time employment and provide necessary flexibility, the Employer may establish full-time scheduled assignments by including work within different grades or organizational groups after the following sequential actions have been taken:
  - (1) All available work within each organizational group by tour has been combined.

- (2) Work of different organizational groups in the same grade by tour has been combined.

The appropriate representatives of the Union will be informed in advance of the reasons for establishing the combination full-time assignments within different organizational groups 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, the Employer may assign the employee to any available work in any grade or organizational group for which qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours in the basic work schedule.
- C. During exceptionally heavy workload periods for one organizational group, employees in another organizational group experiencing a light workload period may be assigned to work in the former organizational group, commensurate with their capabilities, for such time as the Employer determines necessary.
- D. Employees assigned under paragraph B or C above to higher level work will be compensated in accordance with the provisions of Article 25, Higher Level Assignments. Where employees work at lower level work, they will be compensated at their regular rate.
- E. The number of casuals who may be employed shall not exceed five percent (5%) of the total number of employees covered by this Agreement.
- F. 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 casuals.

#### **Section 7.04. Employee Complements**

- A. The Employer shall staff the bargaining unit with at least ninety percent (90%) full-time employees. The remaining ten percent (10%) of the bargaining unit may be part-time employees.

- B. The Employer shall maximize the number of full-time employees and minimize the number of part-time employees in all Centers. A part-time employee working 8 hours within 9, 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.

*(See Memo, page 110 — Letter of Intent, page 111)*

## **ARTICLE 8 HOURS OF WORK**

### **Section 8.01. Work Week**

The work week for a full-time employee is forty (40) hours per week, eight (8) hours per day within nine (9) consecutive hours at the Centers. As far as practicable, the five (5) service days comprising the work week shall be consecutive days.

### **Section 8.02. 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 service day for a full-time employee 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. The service day for a part-time employee will be the calendar day on which the employee begins work or leave if such employee begins work or leave prior to 8:00 p.m., or the next calendar day if the employee begins work or leave at 8:00 p.m. or later.
- C. Employees may volunteer to participate in a flextime program subject to operational needs. The provisions of the program shall be open for negotiations as provided under Article 30.

### **Section 8.03. Part-Time Employees**

Part-time employees will be scheduled in accordance with Section A and B above and they may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal work week. No part-time employees shall be required to perform work during a period in excess of ten (10) hours in any one service day.

### **Section 8.04. Overtime Work**

- A. Overtime pay is to be paid at the rate of one and one-half (1½) times the base hourly straight-time rate for all employees in grades 18 and below. 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. Overtime pay is to be paid at the rate of one and one-half (1½) times the base hourly straight-time rate for all employees in grades 19 and above for work performed in excess of forty (40) hours in any one service week.

- B. The Employer shall pay overtime to all full-time employees other than those employees in grades 19 and above, for time worked outside of, and instead of, their regularly scheduled work day or work week, except where employees request a temporary schedule change for personal convenience, or when the employees are working on a temporary schedule at the request of management, if the change is one hour or less and if the change is for one week or less.
- C. Penalty overtime pay is to be paid at the rate of two (2) times the base hourly straight-time rate. Penalty overtime pay will not be paid for any hours worked in the month of November.
- D. Effective July 6, 1985, penalty overtime pay will be paid to full-time regular employees for any overtime work 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.
- E. Beginning the first full pay period after September 1, 1985, excluding November, 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.

## **Section 8.05. Overtime Assignments**

When needed, overtime work for 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. First consideration in the assignment of overtime shall be given to employees whose names appear on the "Overtime Desired" list. However, certain employees may be assigned overtime by the Employer in order to continue working on their particular project or assignment (e.g., a computer program, a system development), notwithstanding the above.
- B. Two weeks prior to the start of each calendar quarter, full-time employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list.
- C. Lists will be established by section, or tour in accordance with Article 30, Local Working Conditions.
- D. 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. Those absent on leave or on medical restriction which will not permit overtime work shall be passed over.
- E. If the voluntary "Overtime Desired" list does not provide sufficient qualified people, qualified 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.
- F. Exceptions to D and E above if requested by the employee, may be approved by local management in exceptional cases based on equity (e.g., anniversaries, birthdays, illness, and deaths).
- G. Except for an emergency situation, a full-time regular employee shall not be required to work over twelve (12) hours in a day or six (6) days in a week. An emergency situation is defined as an unforeseen circumstance or

combination of circumstances which call for immediate action.

### **Section 8.06. 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 twenty five percent (25%) 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 8.07. 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 Appendix A attached hereto.

### **Section 8.08. Guarantees**

Employees called in outside their 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 employees called in who continue working on into their regularly scheduled shift. When employees are called in on their non-scheduled day, they will be guaranteed four (4) hours work or pay in lieu thereof. Employees may request early release during the guarantee period by submitting a PS Form 3971 and their time cards will only reflect actual time worked.

### **Section 8.09. Telephone Calls**

When management determines a program operational problem exists and it necessitates calling or paging an employee, the employee shall be compensated for the duration of the call(s) or one (1) hour of pay at the applicable rate whichever is greater. Employees engaged in computer programming or system analyst assignments may be issued an electronic pager if a telephone call is anticipated, thus freeing employees from having to remain by their home telephones. If required to carry

an electronic pager, 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. This payment is in addition to compensation for actual telephone calls.

## **ARTICLE 9 SALARIES AND WAGES**

### **Section 9.01. Basic Annual Salary**

For those grades and steps in effect during the term of the **1999** Agreement, 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 **January 13, 2001**—the basic annual salary for each grade and step shall be increased by an amount equal to **1.3%** of the basic annual salary for the applicable grade and step as set forth in the Information Systems/Accounting Service Centers Salary Schedule appended hereto (Table One).

Effective **January 26, 2002**—the basic annual salary for each grade and step shall be increased by an amount equal to **1.9%** of the basic annual salary for the applicable grade and step as set forth in the Information Systems/Accounting Service Centers Salary Schedule appended hereto (Table One).

Effective **January 25, 2003**—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 applicable grade and step as set forth in the Information Systems /Accounting Service Centers Salary Schedule appended hereto (Table One).

Effective **January 24, 2004**—the basic annual salary for each grade and step shall be increased by an amount equal to **1.3%** of the basic annual salary for the applicable grade and step as set forth in the Information Systems/Accounting Service Centers Salary Schedule appended hereto (Table One).

Effective **January 22, 2005** – the basic annual salary for each grade and step shall be increased by an amount equal to **1.3%** of the basic annual salary for the grade and step in effect on **November 13, 2004**.\*

### Section 9.02. Step Progression Schedule

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

	From Step	To Step	Waiting Period (in weeks)
For DCS Grades 6, 7, 8, 9, and 10	A	B	96
	B	C	96
	C	D	44
For DCS Grade 11	B	C	96
	C	D	44

All other waiting periods for step increases shall be 52 weeks.

### Section 9.03. One-Time Cash Payment

- A. All non-probationary full-time employees covered by this Agreement shall receive one-time cash payments, not to be included in basic pay, as follows:

Effective **August 24, 2002 – \$624**

The eligibility requirements for the cash payment will be determined by the terms of Section 9.03.B.

- B. Eligibility

In order to be eligible to receive a one-time cash payment, the employee must be in a full-time regular pay status during the pay period **immediately preceding the effective date of the one-time cash payment, i.e., August 24, 2002.**

### Section 9.04. Cost of Living Adjustment

- A. Definitions

1. "Consumer Price Index" refers to the "National Consumer Price Index for Urban Wage Earners and Clerical Workers," 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 December **2001** and is referred to herein as the "Base Index."

**B. Effective Dates of Adjustment**

Each employee covered by this Agreement shall receive cost-of-living adjustments, upward, in accordance with the formula in Section **9.04.C**, below, effective on the following dates:

- **Effective May 4, 2002, \$270 based on the March 2002 index.**
- the second full pay period after the release of the **September 2002** index
- the second full pay period after the release of the **March 2003** index
- the second full pay period after the release of the **September 2003** index
- release of the second full pay period after the **March 2004** index
- release of the second full pay period after the **September 2004** index
- release of the second full pay period after the **March 2005** index\*
- release of the second full pay period after the **September 2005** 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 **December 2001** to **March 2002** 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 4.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 9.04.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 9.05. Granting Step Increases**

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

#### **Section 9.06. 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 40, Section 5.

**\*Changes made pursuant to the April 7, 2003, Extension Agreement. (See Memo, pages 103-104).**

**ARTICLE 10**  
**LEAVE**

**Section 10.01. Funding Leave Program**

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

**Section 10.02. Leave Regulations**

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, shall remain in effect for the life of this Agreement unless such regulations are changed under the provisions of the National Agreement between the U.S. Postal Service and the American Postal Workers Union.

*(See Memos, pages 113, 114, 116, 118, and 119)*

**Section 10.03. Choice Vacation Period**

- A. It is agreed to establish a nationwide program for vacation planning for employees in the regular workforce with emphasis upon the choice vacation period(s) or variations thereof.
- B. Care shall be exercised to assure that no employees are required to forfeit any part of their annual leave.
- C. The parties agree that the duration of the choice vacation period shall be determined pursuant to Article 30.
- D. Annual leave shall be granted as follows:
  - (1) Employees who earn thirteen (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 twenty (20) or twenty-six (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 employees may at their option request two (2) selections during the choice period(s), in units of either five (5) or ten (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 employee's Union representative and the Employer.
  - F. An employee who is called for jury duty during a scheduled choice vacation period or who attends a National, State, or Regional Union Convention during the choice vacation period is eligible for another available period provided this does not deprive any other employee of a first choice for scheduled vacation.
  - G. Holidays and non-scheduled days that are included in the service week of a vacation period are intended to be included in the approved period.
  - H. Jury duty or attendance at a National Convention will not reduce the number of vacation slots if the employee or the Union gives notice to the Employer prior to the beginning of the choice vacation period. If notice of jury duty or attendance at a National Convention occurs during the choice vacation period, the number of vacation slots will not be affected unless necessitated by operational requirements.

#### **Section 10.04. 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 Management Designee in each Center shall meet with the representative(s) of the Union to review local service needs as soon after January 1 as practical. The Management Designee shall then:
  - (1) Determine the amount of annual leave accrued to each employee's credit including that for the current year and the amount the employee 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 personal vacation schedule approved.
- C. A procedure in each Center 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 10.05. 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 the employees' option) an approved absence for which employees have insufficient sick leave.
- C. Employees 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.

### **Section 10.06. Minimum Charge for Leave**

The minimum unit charged for sick leave and annual leave for regular workforce employees as defined in Article 7, Section 1, 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.

## ARTICLE 11 HOLIDAYS

### Section 11.01. Holidays Observed

The following ten (10) days shall be considered holidays for full-time 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 11.02. Holiday Leave Pay

- A. To be eligible for holiday leave pay, employees must be in a pay status the last hour of their scheduled workday prior to or the first hour of their scheduled workday after the holiday.
- B. Employees shall receive holiday leave pay at their base hourly straight time rate for a number of hours equal to their regular daily working schedule, not to exceed eight (8) hours. **Effective pay period 19, Fiscal Year 2002 (for Labor Day 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 in lieu of holiday leave pay.**
- C. Holiday leave pay is in lieu of other paid leave to which an employee might otherwise be entitled on the employee's holiday.

### Section 11.03. Holiday Work Pay

- A. Employees who are 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). **Effective pay period 19, Fiscal Year 2002 (for Labor Day**

**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 in lieu of the holiday leave pay to which they are entitled as above described.**

- B. Employees required to work on Christmas shall be paid one and one-half (1 1/2) times the base hourly straight time rate for each hour worked. Effective pay period 19, Fiscal Year 2002 (for Labor Day 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 leave pay to which they are entitled as above described.**
- C. Deferred holiday leave credited in accordance with Section 11.03.A or 11.03.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 11.04. 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 non-scheduled workday 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 11.05. Holiday Schedule**

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. As many full-time 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 casuals and part-time employees are utilized to the

maximum extent possible, even if the payment of overtime is required, and unless all full-time employees with the needed skills who wish to work on the holiday have been afforded an opportunity to do so. However, certain employees may be assigned overtime by the Employer in order to continue working on their particular project or assignment (e.g., a computer program, a systems development), notwithstanding the above. An employee scheduled to work on a holiday who does not work shall not receive holiday leave pay, unless such absence is based on an extreme emergency situation and is excused by the Employer.

#### **Section 11.06. Holiday Part-Time Flexible Employees**

Part-time flexible employees shall not receive holiday leave pay as such. They shall be compensated for the ten (10) holidays by basing their regular straight time hourly rate on their annual rate divided by 2000 hours. For work performed on December 25, part-time flexible employees shall be paid in addition to their regular straight time hourly rate, one-half (1/2) times their regular straight time hourly rate for each hour worked up to eight (8) hours.

**ARTICLE 12**  
**PROBATIONARY PERIOD**

**Section 12.01. Probationary Period**

The probationary period for a new employee shall be one hundred and eighty (180) calendar days. If an employee has already successfully completed a probationary period in another postal organization, the employee shall not be required to serve a new probationary period. 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.

**Section 12.02. Falsification of Application**

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

**Section 12.03. Computation of Seniority**

When employees complete the probationary period, their seniority will be computed in accordance with this Agreement as of their initial day of full-time or part-time employment.

**Section 12.04. Separation During Probationary Period**

An employee separated from the bargaining unit for more than one (1) year for any reason who is rehired, shall serve a new probationary period. An employee separated from the bargaining unit for any reason who is rehired within one (1) year of separation, shall serve a new probationary period of 90 days. If the employee's separation was due to disability, seniority shall be established in accordance with Article 37, Seniority, if applicable.

**ARTICLE 13**  
**ASSIGNMENT OF ILL OR INJURED REGULAR WORK**  
**FORCE EMPLOYEES**

**Section 13.01. Light Duty**

The U.S. Postal Service and the Union, recognizing their responsibility to aid and assist deserving full-time and part-time 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 the Management Designee in each Center to implement the provisions of this Agreement within that Center. It is understood that the provisions of this Agreement and any local agreements are subject to the obligations and responsibilities imposed by the Federal Employees' Compensation Act and its implementing regulations. Recognizing the mutual obligation to be fully responsive to the requirements of the Federal Employees' Compensation Act, the parties will cooperate in making every effort to insure that employees with job related illnesses or injuries are returned to duty subject to their medical restrictions.

**A. Temporary Assignments.**

Any full-time or part-time employee recuperating from a serious illness or injury and temporarily unable to perform the assigned duties may voluntarily submit a written request to the Management Designee in each Center for temporary reassignment to a light duty or other assignment. The request shall be supported by a medical statement from a licensed physician or 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 physician designated by the Management Designee, if that official shall so require. Eligible employees may be assigned any combination of duties for which they are qualified so long as such assignment does not adversely affect employees in full-time assignments.

## **B. Permanent Reassignment.**

Any ill or injured full-time or part-time employee having a minimum of five years postal service or any full-time or part-time employee who sustained injury on duty, regardless of years of service, while performing assigned duties can submit a voluntary request for permanent reassignment to light duty or other assignment to the Management Designee in each Center 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 a physician designated by the Management Designee 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.

## **C. Higher Level.**

When the Management Designee in each Center can only make a light duty assignment to a higher level position, the employee on light duty will continue to be paid at the regular rate of pay unless the employee performs distinguishing, disparate or core duty elements of the higher level position.

### **Section 13.02. Consideration of Requests**

Management Designees in each Center shall show the greatest consideration for a full-time or part-time employee requiring light duty or other assignments, after consultation with a Union representative, giving each request careful consideration and reassign such employee to the extent possible in the Center. When a request is refused, the Management Designee shall notify the concerned employee in writing, stating the reasons for the inability to reassign the employee.

### **Section 13.03. Resolution of Disagreements**

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.

## **ARTICLE 14 SAFETY AND HEALTH**

### **Section 14.01. 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 agrees to give appropriate consideration to human factors in the design and development of automated systems.

### **Section 14.02. 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 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 forms to be used by employees in reporting unsafe and unhealthful conditions. If employees believe they are being required to work under unsafe conditions, they may: a) notify the supervisor who will immediately investigate the condition and take corrective action if necessary; b) file a grievance if no corrective action is taken during the tour; and/or c) make a written report to the Labor-Management Committee which may discuss the report with such employee's supervisor.

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 14.03. Implementation**

To assist in the positive implementation of the program:

- A. There shall be established at the Employer's Headquarters level a Joint Labor-Management Safety Committee. Representation on the Committee shall include one person from the Union and one from the Employer. Either party will have the right to be

accompanied to any Committee meeting by no more than two technical advisers. The Employer's representative will be designated as the **Chairperson**.

The Union representative may be designated as a coordinator who, in conjunction with the **Chairperson**, shall schedule the meetings, and recommend priorities on new agenda items. In addition, the coordinator may assist the **Chairperson** in conducting the activities of the Committee.

- B. 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.

The responsibility of the Committee will be to evaluate and make recommendations on all aspects of the Employer's Safety Program to include program adequacy, implementation at the local level, and studies being conducted for improving the work environment.

- 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: 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, including employee choice of health services.
- D. The Employer will comply with Section 19 of the Williams-Steiger Occupational Safety and Health Act.
- E. Matters related to the implementation of this Article shall be appropriate matters for discussion by the Labor-Management Committees established by Article

17 of this Agreement. However, individual grievances concerning safety or health shall not be made the subject of discussion during local Labor–Management Committee meetings.

#### **Section 14.04. Local Committee Responsibility**

- A. The Committee shall review the progress in accident prevention and health at the Centers; 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.
- B. The Committee shall at its discretion render reports to the Management Designee in each Center and may at its discretion make recommendations for action on matters concerning safety and health. 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.
- C. Upon proper written request to the **Chairperson** 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.
- D. 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.

- E. Where an investigation board is appointed by the Employer to investigate a fatal or serious industrial non-criminal accident and/or injury, the local union at the Center will be promptly advised. When requested by the local union, a representative from the local safety and health committee will be permitted to accompany the board in its investigation.

**ARTICLE 15**  
**GRIEVANCE-ARBITRATION PROCEDURE**

**Section 15.01. Grievance Definition**

- A. 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 agreement reached in accordance with Article 30, Local Working Conditions, not in conflict with this Agreement.
- B. The parties expect that good faith observance of the principles and procedures of this Article will result in settlement or withdrawal of grievances at the lowest possible step. The steward or Union representative shall have authority to settle or withdraw the grievance in whole or in part. The supervisor or management representative likewise shall have the authority to grant or settle the grievance in whole or in part. Any resolutions reached at Step 1 or Step 2 shall be non-precedential unless the parties at Step 2 specifically agree otherwise or develop an agreement to dispose of future similar or related problems. Grievance settlements reached at any step of the process shall be dispositive of the particular grievance.

**Section 15.02. Grievance Procedure**

**A. Step 1**

The employee must discuss a grievance with the immediate supervisor within fourteen (14) days of when the employee or Union has learned or may reasonably have been expected to have learned of its cause. The employee may be accompanied by a steward or Union representative, if desired. The supervisor shall render a decision, stating reasons, within five (5) days. 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 Employer's decision. Such appeal

shall be in writing to the Management Designee in each Center and shall include: (1) a detailed statement of facts; (2) contentions of the grievant; (3) particular contractual provisions involved; and (4) the remedy sought. The Union may initiate a grievance at Step 1 in accordance with the above and in such case the participation of an individual grievant is not required. The Union may also initiate a class grievance at Step 1 when the grievance concerns the complaint of more than one employee in the Center.

- B. Promotional grievances and grievances based solely upon discrimination or sexual harassment shall bypass Step 1 and be filed directly at Step 2. Any grievance initiated at Step 2, arising out of Article 2 or Article 33 of this Agreement, must be filed within fourteen (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. Step 2**

The employee shall be represented by a steward or a Union representative. The Management Designee in each Center will meet with the steward or Union representative as expeditiously as possible, but no later than seven (7) days after receipt of the appeal.

- D. 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. 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.
- E. Any settlement or withdrawal of a grievance at Step 2 shall be in writing.
- F. Where agreement is not reached, a decision by the Employer shall be rendered within ten (10) days after the Step 2 meeting. Such decision shall be in writing,

stating the detailed reasons therefor. The Union shall be entitled to appeal in writing an adverse decision to Step 3 of the grievance procedure within ten (10) days after receipt of the Employer's decision. Such appeal shall be made to the Vice President, Labor Relations and must include copies of the Step 2 appeal and the Step 2 decision with a copy of the Step 3 appeal being sent to the Employer's Step 2 representative.

- 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.

#### **H. Step 3**

The parties shall meet at the national level within fifteen (15) days of such appeal in an attempt to resolve the grievance. Following this meeting, a decision by the Employer will be rendered within fifteen (15) days. Such decision shall be in writing stating the reasons therefore. If the parties are not able to resolve the grievance, the Union shall be entitled to refer the grievance to arbitration. The National President shall be entitled to appeal a grievance to arbitration by providing a written notice of such appeal within thirty (30) days of receipt of the Employer's Step 3 decision.

- I. The parties shall thereafter meet at the national level within fifteen (15) days of appeal to arbitration in an attempt to resolve the issues to be presented to the arbitrator. In the event the parties are unable to agree upon the issues to be presented to the arbitrator, each party shall present proposed issues to the arbitrator.
- J. The National President shall be entitled to appeal to arbitration at the national level any changes to handbooks, manuals or published regulations as

provided for under Article 19 of this Agreement, including newly established bargaining unit positions.

### **Section 15.03. Grievance Procedure—General**

- A. Either the Union or the Employer is entitled to bypass the procedure provided in Step 3.
- B. Failure by the Employer to render a decision in any of the Steps of this procedure within the time herein provided for (including mutually agreed to extension periods) shall be deemed to move the grievance to the next Step of the grievance procedure.
- C. The failure of the aggrieved party or the Union to present the grievance within 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.
- D. It is agreed that, in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement or involving an issue of national impact, such dispute may be initiated as a grievance at the national level without going through the preceding Steps.
- E. If either party's Step 2 representative maintains that a grievance involves an interpretation of this Agreement or involves an issue of national impact, that party may refer the grievance to Step 3 of the grievance procedure with a detailed explanation of the issue(s) involved. If either party's national representative maintains that a grievance involves an interpretation of this Agreement or an issue of national impact, such grievance, absent settlement or remand, shall be scheduled for national level arbitration. The party which maintains that the grievance involves an interpretation of this Agreement or an issue of national impact must provide written notification to the other party, stating the interpretive

question or the issue of national impact to be resolved. Such notification must be presented in writing to the other party no later than thirty (30) days prior to any scheduled arbitration date, otherwise the right to have the grievance heard in national level arbitration shall be waived.

#### **Section 15.04. Arbitration**

- A. Each party shall select one permanent arbitrator for each Center to decide all cases except those set forth in Section 3.D above. Each arbitrator shall be selected from a list of regular panel arbitrators being used by the U.S. Postal Service and the craft unions under the National Agreement.
- B. These arbitrators shall serve for the life of this Agreement unless otherwise agreed by the parties. In the event that any such arbitrator is unavailable or otherwise unable to perform the duties, an alternate shall be selected by the same procedure to serve on an ad hoc basis.
- C. The parties shall also select one arbitrator by the alternate striking of names from a list of five (5) names of arbitrators being used by the U.S. Postal Service and the craft union under the National Agreement who shall serve as a permanent arbitrator to hear interpretive issues and issues of national impact for the life of this Agreement. The parties shall also select one arbitrator by the same procedure to act as an alternate in case the permanent arbitrator is unavailable or otherwise unable to perform the duties.
- D. The arbitrator's decision will be final and binding. The arbitrator, if possible, shall render the award within thirty (30) days of the date of the hearing. All decisions of the arbitrator 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 the arbitrator. All costs, fees and expenses charged by the arbitrator will be shared equally by the parties.

- E. Arbitration hearings shall be held during working hours. Employee witnesses 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. 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.

## **ARTICLE 16 DISCIPLINE PROCEDURE**

### **Section 16.01. Basic Principles of Discipline**

- A. Administration. 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 (Section 2.) provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

*(See Memo, page 120)*

- B. Discussions. If, in the judgment of management, an employee's action is unsatisfactory but may be susceptible to correction short of formal discipline, management shall have the responsibility of discussing the alleged shortcomings with the employee. Such discussions shall be held in private, shall not be considered disciplinary, are not grievable, and shall not, therefore, be cited as an element of past record in any subsequent disciplinary action.

### **Section 16.02. Counseling**

For a minor offense, counseling in private shall be the method of dealing with that offense. Counseling is a private matter between the supervisor and the employee. The supervisor and the employee shall sign and date a written statement which acknowledges the counseling and the reason(s) therefor.

### **Section 16.03. 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.

#### **Section 16.04. 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 16.05. 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 the employee 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 a discharge to the Merit Systems Protection Board 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 the Merit Systems Protection Board appeal. When there is reasonable cause to believe an employee 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 16.06. 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 fourteen (14) days or discharge the employee, the emergency action taken under this Section may be made the subject of a separate grievance.

### **Section 16.07. 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 initiates an appeal 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 4, 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 7.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 backpay 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 16.08. 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 Management Designee.

#### **Section 16.09. Employee Discipline Records**

- A. 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.
- B. 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.

#### **Section 16.10. 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.

## **ARTICLE 17 REPRESENTATION**

### **Section 17.01. Stewards**

Stewards will be designated by the Union for the purpose of investigating, presenting and adjusting grievances.

### **Section 17.02. Appointment of Stewards**

- A. The Union will certify to the Employer in writing a steward or stewards, and an alternate steward or stewards, in accordance with the following general guidelines. When more than one steward is appointed, one of the stewards shall be designated by the Union as the chief steward for that particular Center. An alternate steward will be appointed for each steward to serve when the latter steward is not available to perform the duties of the steward in the Center. The selection and appointment of chief stewards, stewards and alternate stewards is the sole and exclusive function of the Union. A steward or stewards may be designated by the Union to represent more than one facility within the jurisdiction of the same Center; however, such steward or stewards would not be in addition to the below described formula of stewards per employees.
- B. The Union will designate one (1) steward for the first forty-nine (49) employees or part thereof, per tour, per Service Center at each Center. The Union will certify which employees within the Service Center each steward will exclusively represent if there are more than forty-nine (49) employees in the Service Center. Where there are fifty (50) or more employees on any tour, per Service Center in a Center, the Union may elect to appoint an additional steward for each additional fifty (50) employees or any portion of a multiple of fifty (50) employees per tour per Service Center per Center.
- C. 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 Headquarters level.

- D. A steward may not process a grievance concerning higher level pay, overtime or a promotion action if the steward may be personally affected by the outcome.
- E. At each Center, the Union may designate in writing to the Employer at least 3 duty days in advance of the filing of the grievance at Step 1, one Union officer actively employed at that Center 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.B and shall be in accordance with Section 3, Rights of Stewards. Payment shall be in accordance with Section 5.

### **Section 17.03. Rights of Stewards**

- A. When it is necessary for a steward to leave his/her work area to investigate and adjust grievances, the steward shall request permission from the immediate supervisor and such request shall not be unreasonably denied. In the event the steward's duties require leaving the work area and entering another work area within the Center, the steward must also receive permission from the supervisor of such other area. Such request shall not be unreasonably denied.
- B. The steward or chief steward may request and shall obtain access, through the appropriate supervisor, to review the documents, files and other records necessary for investigating or processing a grievance or determining if a grievance exists, and shall have the right to interview the aggrieved employee, supervisors and witnesses during working hours. Such request shall not be unreasonably denied.
- C. While serving as a steward or chief steward, an employee may not be involuntarily transferred to another tour or facility within the Center or to another Center unless there is no job for which the employee is qualified on the employee's tour, facility or Center.

- D. 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.

#### **Section 17.04. Employee Request for Union Representation**

No employee shall be required to take part in an investigatory interview where the employee has reasonable grounds to believe that the matter to be discussed may result in the employee being subject to disciplinary action and the employee's request for Union representation at the interview is denied.

#### **Section 17.05. Payment of Stewards**

The Employer will authorize payment under the following conditions:

- A. **Grievances.** The aggrieved employee will be compensated at the applicable straight time rate for time actually spent processing Step 1 and Step 2 grievances, including meetings with the Employer, provided that such time is during the regular workday of the employee. There will be no compensation for time so spent if it is outside the regular workday of the employee.
- B. The Union steward (only as permitted under the formula in Section 2.B) who is representing the aggrieved employee will be compensated at the applicable straight time rate for time actually spent at Step 1 and Step 2 grievance meetings as well as for time actually spent in grievance handling, including investigation, meetings with the Employer and time reasonably necessary to write a grievance, provided that the time so spent is a part of the steward's regular workday. There will be no compensation for time so spent if it is outside the steward's regular workday.
- C. **Meetings.** The Employer may require a steward to attend meetings called by the Employer for information exchange and other conditions designated by the

Employer concerning contract application. Employer authorized payment will be granted at the applicable straight time rate, provided the time spent is part of the steward's (only as permitted under the formula in Section 2.B) regular workday.

## **Section 17.06. Labor-Management Committees**

### **A. National**

There will be established a National Labor-Management Committee consisting of four members, two selected by the Employer and two selected by the Union. The Chairman of the National Labor-Management Committee will be either the appropriate Vice President or other designee. This Committee will meet quarterly or as deemed necessary by the Employer or the Union for the purpose of discussing, exploring, and considering policy matters of substantial national concern to the parties relative to the bargaining units, provided neither party shall attempt to change, add to, or vary the terms of this Agreement.

### **B. Local**

Additionally, there will be established at each Center, a local Labor-Management Committee consisting of members, selected by the Employer and selected by the Union. The Chairman of the local Labor-Management Committee will be the Management Designee. This local Committee will meet at least quarterly or at such other times as the parties may agree for the purpose of discussing, exploring, and considering matters of mutual concern to the parties. The date and time of the meetings shall be determined mutually by the Employer and the Union and each party shall furnish to the other a brief description of each subject which it intends to discuss at such meeting and a list of attendees at least one (1) service week in advance. The Employer will compensate one designated representative from the Union 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 regularly scheduled workday.

### **Section 17.07. Introduction of Employees**

A Union representative shall be given ample opportunity for a meeting with new bargaining unit employees on their tour within the Center within the first two weeks of their assignment.

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

### **Section 17.08. 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 on a biweekly basis 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 1188.
- C. Notwithstanding the foregoing, employee's dues deduction authorizations (Standard Form 1187) which are presently on file with the Employer on behalf of the Union, 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 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 such insurance carrier is selected to provide such coverage.

#### NOTE

The parties furthered agreed that Section 920 of the Employee and Labor Relations Manual (ELM) must be revised to reflect the changes to Article 17 agreed to in these 1995 negotiations. Furthermore, the parties agree that a one hundred and twenty (120) day implementation period will be required to make data processing system revisions which are necessary for the new dues withholding procedure.

## **ARTICLE 18 NO STRIKE**

### **Section 18.01. No Strike**

The Union on behalf of its members agrees that it will not call or sanction a strike or work slowdown.

### **Section 18.02. Reasonable Action**

The Union or its local Unions will take reasonable action to avoid such activity and where such activity occurs, immediately inform striking employees that they are in violation of this Agreement and order said employees back to work.

### **Section 18.03. Liability**

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

## **ARTICLE 19 HANDBOOKS AND MANUALS**

### **Section 19.01. Agreement Consistency**

Those parts of all handbooks, manuals and published regulations of the Postal Service, which 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 Handbook EL-303.

### **Section 19.02. Proposed Changes**

Notice of such proposed changes which 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. At the request of the Union, the parties shall meet concerning such changes. If the Union, after the meeting, believes that the proposed changes violate this Agreement (including this Article), it may then submit the issue to national level arbitration in accordance with the grievance-arbitration procedure within sixty (60) days after receipt of the notice of the proposed change. 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 the Union upon issuance.

## **ARTICLE 20 PARKING**

### **Section 20.01. Parking Program**

The existing parking program will remain in effect. Management will continue to consider improving the parking program. Recognizing the need for adequate security for employees in parking areas, and while enroute 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 20.02. Local Discussions**

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 Management Designee in each Center concerning such subjects.

## **ARTICLE 21 BENEFIT PLANS**

### **Section 21.01 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. The bi-weekly Employer contribution for self only and self and family plans is adjusted to an amount equal to 85% of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management. The adjustment begins on the effective date determined by the Office of Personnel Management in **January 2003, January 2004, January 2005, and January 2006.\***
- 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 Office of Personnel Management.
- 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. The limitation upon the Employer's contribution towards any individual employee shall be 88.75% of the subscription charge under the FEHBP in **2003, 2004, 2005, and 2006.\***

#### **Section 21.02 Life Insurance**

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

#### **Section 21.03 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 21.04 Injury Compensation**

Employees covered by this Agreement shall be covered by Subchapter 1 of Chapter 81 of Title 5 U.S. Code, 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 21.05 Health Benefit Brochures**

When new employees who are eligible for enrollment in the Federal Employees' Health Benefit Program enter the bargaining unit, they shall be furnished a copy of the Health Benefit Plan brochure of the Union signatory to this Agreement.

**\*Changes made pursuant to the April 7, 2003, Extension Agreement. (See Memo, pages 103-104).**

**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 any postal installation, whether owned or leased, covered by this Agreement for the purpose of performing and engaging in official union duties and business related to this Agreement. There shall be no interruption of the work of employees due to such visits and representatives shall adhere to the established security regulations.

## **ARTICLE 22 BULLETIN BOARDS**

### **Section 22.01. Number of Bulletin Boards**

The Employer shall furnish one (1) suitable bulletin board per floor, for floors having 25 or more employees, in each Center for the exclusive use of the Union.

### **Section 22.02. Posted Notices**

Only suitable notices and literature may be posted or placed on the bulletin board. There will be no posting or placement of notices or literature on the bulletin boards except upon the authority of officially designated representatives of the Union.

**ARTICLE 24**  
**EMPLOYEES ON LEAVE WITH REGARD TO UNION**  
**BUSINESS**

**Section 24.01. Step Increases**

Employees on leave without pay to devote full-time or part-time service to the Union shall be credited with step increases as if they had been in a pay status. Retirement benefits will accrue on the basis of the steps so attained, provided the employees make 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 24.02. Conventions**

Employees in a Center will be granted annual leave or leave without pay at their election to attend National, State and Regional Union Conventions provided that requests for leave have been submitted by the employees to the Management Designee as soon as practicable and provided that approval of such leave does not seriously adversely affect the operational requirements of the Center.

**Section 24.03. Choice Vacation Period**

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 entire Center, unless agreed to the contrary at the local level. Where the specific delegates to the Union Convention 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 vacation.

#### **Section 24.04. Leave Requests**

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 operational requirements.

## **ARTICLE 25 HIGHER LEVEL ASSIGNMENTS**

### **Section 25.01. Definition**

Higher level work is defined as an assignment to a ranked higher level position or the performance of distinguishing, disparate or core duty elements of a ranked higher level position, whether or not such position has been authorized at the Center.

### **Section 25.02. 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 a job. An employee's higher level rate shall be determined as if the employee were promoted to the position at the minimum rate for such promotion. An employee temporarily assigned or detailed to a lower level position shall be paid at the employee's authorized regular rate of pay.

### **Section 25.03. Authorization Procedures**

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 25.04. Selection Procedures**

Detailing of employees to higher level bargaining unit work shall be from among those qualified and available employees with first consideration given to employees in the function in which the temporarily vacant higher level position exists. However, details to higher level bargaining unit positions permanently filled on the basis of promotion of the senior qualified employee, the senior qualified, available employee within the functional area shall be selected.

In filling details to higher level positions that are expected to be in excess of 60 days duration, management shall solicit interest from employees and fill these details giving due consideration

to criteria such as the employees' abilities, availability, specialized experience and length of service in the functional assignment area and/or Center.

This provision does not preclude the Employer from making immediate higher level details for specific reasons during the solicitation and selection period.

**Section 25.05. Leave**

Annual or sick leave pay for employees detailed to a higher level position will be at the higher level rate as described in Section 2 of this Article during the period of the detail. Terminal leave payments resulting from death will be paid at such higher level rate for all employees who are assigned or detailed to higher level assignments on their last workday.

**ARTICLE 26**  
**WORK CLOTHES**

**Section 26.01. Protective Clothing**

One or more articles of protective clothing will be offered by the Employer for use in the Computer Room and Delivery and Mail Room.

**Section 26.02. Safety Equipment**

Any safety equipment required by the Postal Service or by federal law or regulation applicable to the Postal Service shall be furnished to the employees by the Postal Service.

## **ARTICLE 27 EMPLOYEE CLAIMS**

### **Section 27.01. Claims**

Subject to a \$10 minimum, an employee may file a claim within fourteen (14) days of the loss or damage and be reimbursed for loss or damage to 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.

### **Section 27.02. Appeals**

Claims shall be documented, if possible, and submitted with recommendations by the Union steward to the Management Designee in each Center for determination. An adverse determination may be appealed to Step 3 of the grievance-arbitration procedure.

### **Section 27.03. Motor Vehicles**

- A. 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.
- B. The procedures specified therein shall be the exclusive procedure for such claims, which shall not be subject to the grievance-arbitration procedure.
- C. A tort claim may be filed on SF-95 which will be made available by the management designee.

## **ARTICLE 28 EMPLOYER CLAIMS**

### **Section 28.01. Written Demand**

The parties agree that continued public confidence in the Postal Service requires the proper care and handling of the U.S.P.S. 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 28.02. Loss or Damage of the Mails**

Employees are responsible for the protection of the mails entrusted to them. Such employees shall not be financially liable for any loss, rifling, damage, wrong delivery of or depredation on, the mails unless the employees failed to exercise reasonable care.

### **Section 28.03. Damage to U.S.P.S. 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.

## **ARTICLE 29 TRAINING**

### **Section 29.01. Training Assistance**

The Employer shall continue to assist employees to improve their own skills through training and self-help programs on and off the clock as has been heretofore practiced, including opportunities for cross-training in other occupational fields. When opportunities for cross-training to be conducted on official time exist, notices of such opportunities will be posted on official bulletin boards to inform interested employees.

*(See Memo, page 123)*

### **Section 29.02. Cross-Training**

Cross-training is defined as providing an opportunity for current employees to gain qualifications for positions for which they are currently not qualified.

### **Section 29.03. Selection Criteria**

When considering applications for cross-training, the Employer shall select from a list of applicants, taking into account the employees' abilities, availability, length of service in the functional assignment area and/or Center, as well as the selection considerations cited in Part 713.2 c-i of the Employee and Labor Relations Manual.

**ARTICLE 30**  
**LOCAL WORKING CONDITIONS**

**Section 30.01. Existing Memoranda of Understanding**

Presently effective local memoranda of understanding shall continue in effect during the term of this Agreement, and until successor memoranda are agreed upon by the parties or decided pursuant to Section 4 of this Article.

**Section 30.02. Local Implementation Period**

There shall be a 30-day period of local implementation to commence 45 days after the effective date of this Agreement. Such implementation shall be limited to only those items listed in Section 3 of this Article. No local negotiations nor local memorandum of understanding or provisions thereof may be inconsistent or in conflict with or vary the terms of this Agreement.

**Section 30.03. Subjects for Local Implementation**

Only the following items shall be proper subjects of local implementation:

- A. The duration of the choice vacation period, which shall not be less than 30 weeks, with the commencement date to be determined locally.
- B. Determination on a percentage basis as to the number of employees who shall receive leave each week during the choice vacation period.
- C. Formulation of local leave program.
- D. The determination of the beginning day of an employee's vacation period.
- E. Whether employees at their option may request two selections during the choice vacation period, in units of either five (5) or ten (10) days.
- F. Whether jury duty and attendance at National or State Union Conventions shall be charged to the choice vacation period.
- G. The issuance of official notices to each employee of the vacation schedule approved for the employee.

- H. Determination of the date and means of notifying employees of the beginning of the new leave year.
- I. The procedures for submission of applications for annual leave during other than the choice vacation period.
- J. The method of selecting employees to work on a holiday.
- K. Whether "Overtime Desired" lists in Article 8 shall be by functional assignment area and/or tour.
- L. The identification of assignments comprising a functional assignment area when it is proposed to reassign within a Center employees excess to the needs of a functional assignment area.
- M. The assignment of employee parking spaces.
- N. 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.
- O. Local implementation of this Agreement relating to seniority, reassignments and posting.
- P. 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.
- Q. The method to be used in requesting or reserving light duty or restricted duty assignments as appropriate so that no regularly assigned member of the regular work force will be adversely affected.
- R. Identification of functional assignment area(s).
- S. Guidelines for implementation of a flextime program.

#### **Section 30.04. Impasse**

- A. Impasse items on any proposals covered by this Article may be submitted to the national level for discussion within ten (10) days of the close of the local implementation period. Any items still remaining in dispute after the national level discussion may be submitted to final and binding arbitration with the written

authorization of the National President of the American Postal Workers Union, AFL–CIO or the Vice President, Labor Relations. The request for arbitration must be submitted within sixty (60) days after conclusion of the 30 day local implementation period.

- B. Where the Postal Service, pursuant to Section 4.A, 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 U.S. Postal Service.

### **Section 30.05. Grievances**

An alleged violation of the terms of a memorandum of understanding shall be subject to the grievance–arbitration procedure (Section 2.A).

## **ARTICLE 31 UNION-MANAGEMENT COOPERATION**

### **Section 31.01. Union Membership**

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 31.02. Computer Tape**

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 124)*

### **Section 31.03. Information Requests**

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 Management Designee in each Center. All other requests for information shall be directed by the National President of the American Postal Workers 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.

## **ARTICLE 32 SUBCONTRACTING**

### **Section 32.01. Considerations**

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

### **Section 32.02. Notification**

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 to consider the Union's views on minimizing such impact. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Union.

### **Section 32.03. National Labor-Management Committee**

The National Labor-Management Committee established pursuant to Article 17 shall study the problems in this area leading towards a meaningful evolutionary approach to the issue of subcontracting.

## **ARTICLE 33 PROMOTIONS**

### **Section 33.01. Principle of Promotions**

The Employer emphasizes its commitment to the principle of promotions from within, with emphasis upon career advancement opportunities. First opportunity for promotions will be given to qualified full-time career bargaining unit employees.

### **Section 33.02. Procedures**

- A. When an opportunity for promotion exists in a Center, an announcement shall be posted on official bulletin boards soliciting applications. 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, taking into account the applicants' abilities, specialized experience and length of service in the functional assignment area. Neither written examinations nor interviews shall be controlling in determining qualifications. If no employee is selected for the promotion, the Employer will solicit applications from other sources.
- B. Length of service in the functional assignment area is computed from entry into a regular work force position in a particular functional assignment area and continues to accrue for all periods of service in the functional assignment area.
- C. Promotion boards will be convened and after completion of suitability determinations selections of successful applicants will be announced as expeditiously as possible. The promotion action will become effective no later than two full pay periods after the announcement of the successful applicant.

### **Section 33.03. Senior Qualified Positions**

Promotions to positions enumerated in the Seniority Article of this Agreement shall be made by the selection of the senior qualified employee meeting the qualification standards established for that position.

### **Section 33.04. Future Changes**

The unified promotion procedures currently being implemented for bargaining unit employees and used to effect the promotion of bargaining-unit employees, shall not be altered at the local level. The unified promotion procedures include the applicable provisions of the Handbooks EL-311 and EL-303, part of which mandates the correct completion and use of PS Form 1796. If a change in the promotion procedures is deemed necessary, the proposed change will be subject to discussion by the National Labor-Management Committee. If mutual agreement by the parties cannot be reached, the proposed changes may be appealed to arbitration under the provisions of Article 19.

## **ARTICLE 34**

### **WORK AND/OR TIME STANDARDS**

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

#### **Section 34.01. Employer Studies**

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, 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 American Postal Workers Union may designate a qualified representative who may enter any installation covered by this Agreement 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.

#### **Section 34.02. Notification**

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 as far in advance as practicable. 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 resolving any differences that may arise concerning such proposed work measurement systems or work or time standards. If no agreement is reached within five (5) days after the meetings begin, the Employer may institute or change such systems or standards.

#### **Section 34.03. Union Studies**

If, after receipt of the notification as provided for in Section 2, 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 Section 1 above, 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 systems 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.

**Section 34.04. Grievances**

If, after the Employer has initiated a change, the Union believes there is a violation of Section 1 above, it is expressly understood that the matter is grievable.

**ARTICLE 35**  
**EMPLOYEE ASSISTANCE PROGRAM**

**Section 35.01. Joint Support**

The Employer and the Union express strong support for the Employee Assistance Program (EAP) of self-help, which includes alcohol and drug recovery programs.

**Section 35.02. Access to Employee Assistance Program**

Where afflicted Center employees have access to an EAP Program in effect at installations which are proximate or close to a Center, they shall be allowed to participate in that program or any expanded EAP services provided at that existing facility. At Centers without access to an EAP Program, the Employer shall refer the employee to local alcohol recovery programs. Additionally, the Employer will maintain a current listing of all local community, federally approved drug treatment agencies for referral of employees with drug-related problems.

**Section 35.03. Participation**

An employee's voluntary participation in such programs will be considered favorably in disciplinary action proceedings.

**Section 35.04. National Labor-Management Committee Discussion**

The existing program and new programs may be the subject of discussion to the National Labor-Management Committee pursuant to Article 17.

**ARTICLE 36**  
**CREDIT UNIONS AND TRAVEL**

**Section 36.01. Credit Unions**

In the event that the Union signatory to this Agreement presently operates or shall thereafter establish and charter credit unions, the Employer shall without charge, authorize and provide space, if available, for the operation of such credit unions in appropriate buildings, in other than workroom space.

Any Center employee 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 four (4) hours daily, to perform credit union duties.

**Section 36.02. Travel, Subsistence and Transportation**

- A. The Employer shall continue the current travel, subsistence and transportation program. One week advance notice will be given for travel, to the maximum extent possible.
- 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.

## **ARTICLE 37 SENIORITY**

### **Section 37.01. Introduction**

The Employer and Union agree to the following seniority principles which replace all former rules, instructions and practices, if any. These seniority principles determine the relative standing among full-time employees.

- A. Seniority for bargaining unit employees who were on the rolls of all Data Centers as of November 21, 1974, shall be computed to include all continuous service, including periods of absence covered under Section 5.A and B of this Article, in the U.S. Postal Service and its predecessor, the United States Post Office Department, immediately preceding their employment in the Data Center.
- B. Seniority for bargaining unit employees who were hired after November 21, 1974, will be computed from the date of their career appointment in the Center and continues to accrue so long as service is uninterrupted in the same Center, except as otherwise specifically provided.
- C. Seniority for bargaining unit employees who were formerly employed in any Automatic Data Processing Center shall be computed, effective as of January 11, 1978, to include all continuous service in the Automatic Data Processing Center, including periods of absence covered under Section 5.A and B of this Article.
- D. Seniority for bargaining unit employees who were formerly employed in the Data Automation Division shall be computed, effective as of April 10, 1980, to include all continuous service in the Data Automation Division, including periods of absence covered under Section 5.A and B of this Article.
- E. Seniority for Preferred Assignments. This seniority determines relative standing among the regular bargaining unit work force employees eligible to bid for preferred assignments and for reassignment within an installation. It is computed from entry into a regular

bargaining unit work force position in an occupation code. It continues to accrue so long as service in the same occupation code and within the functional assignment area is uninterrupted. Bargaining unit employees who regain their seniority pursuant to Section 5 of this Article may also regain their previously acquired seniority for preferred assignments provided they continuously hold the same occupation code in a similar functional assignment area that they held in their former Center.

F. Seniority for Involuntary Reassignments and Voluntary Transfers

(1) To prevent inequities in bargaining unit seniority lists at gaining Center(s), an involuntary reassignment between Centers will be treated as a detail for the first ninety (90) days, pursuant to provisions of Article 40, Section 1.H.

(2) Bargaining unit employees who request a voluntary transfer, shall begin a new period of seniority. Upon completion of a two-year period, such employees may regain all of their former seniority which accrued in other Centers or under predecessor Agreement(s), pursuant to provisions of Article 39, Section 3.

G. Correction of Bargaining Unit Seniority. If a bargaining unit employee requests a correction of seniority standing, it is the responsibility of that requesting employee to identify and restate the specific instruction, rule or practice in support of the request. Such request shall be made in writing to the Management Designee in each Center.

### **Section 37.02. Coverage**

These rules apply to all employees in the regular work force when a guide is necessary for filling vacant assignments, and for the proper and efficient administration of this Agreement. No employees, solely by reason of this Article, shall be displaced from an assignment they gained in accordance with former rules.

### **Section 37.03. Responsibility**

The Management Designee in each Center is responsible for day-to-day administration of seniority. The Management Designee shall post and furnish a copy of the current bargaining unit seniority list upon the signing of this Agreement, and shall post and furnish a copy of an updated bargaining unit seniority list to the Union on a quarterly basis. The application of this Article shall be open for negotiations at the installation level as provided under Article 30.

### **Section 37.04. Definitions**

- A. Preferred Duty Assignment. An assignment preferred over the current assignment by a full-time employee eligible to bid for such assignment when it is posted for bid. This bidding shall be restricted to full-time bargaining unit employees in the same functional assignment area and occupation code. An exception to the same functional assignment area restriction is made for bidding among Data Conversion Operator, Level 6 assignments, among Senior Clerk, Level 6 assignments, among Word Processing Operator, Level 7 assignments, among Word Processing Operator Senior, Level 9 assignments, among Staff Secretary, Level 9 assignments, or among Program Librarian, Level 10 assignments which will be Center-wide.
- B. Seniority for Breaking Ties. When it is necessary to determine the seniority ranking for two (2) or more bargaining unit employees the following shall be used to break any tie that might exist in the following sequence:
  - 1. Total continuous seniority in the bargaining unit of the Center(s).
  - 2. Total Postal Service seniority.
  - 3. Total Federal Career Civilian Service.
- C. Bidding Rights. Full-time employees may bid on any preferred duty assignment established in the Center within their functional assignment area and occupation code.
- D. Functional Assignment Area. A functional assignment area is a designated work location(s), or a part of a

designated work location, within a Center, or within a Service Center, Branch, Section, or group within a Center. The functional assignment area may be used in connection with various applications of seniority or length of service as they have been heretofore used under this Agreement. Functional assignment areas will be determined pursuant to Article 30, Section 3.

- E. Identification of Bargaining Unit. A Center, for purposes of this Agreement, is composed of those bargaining unit employees for whom the Union has secured exclusive recognition at the national level.
- F. Duty Assignment. A duty assignment is a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.
- G. Bid. A written request submitted to the Management Designee in each Center to be assigned to a duty assignment by a full-time employee eligible to bid on a vacancy or a newly established duty assignment.
- H. Application. A written request by a full-time employee for consideration for an assignment for which that employee is not entitled to submit a bid.

#### **Section 37.05. Changes in Which Seniority is Retained, Regained or Restored**

- A. Reemployment after Disability Separation. On reinstatement or reemployment after separation caused by disability, retirement or resignation because of personal illness and the employees have so stated in their resignation and furnished satisfactory evidence for inclusion in their personnel folder, the employees will receive seniority credit for past service in the bargaining unit for time on the disability retirement or for illness if reinstated or reemployed in the Center in the same or lower grade 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 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.

- B. Restoration. On restoration in the Center after return from military service or unjust removal, employees shall regain the same bargaining unit seniority rights they would have had if not separated.
- C. Status of Bargaining Unit Employees who Leave the Center. Employees who leave the bargaining unit on or after the effective date of this Agreement and return to a Center will begin a new period of seniority unless they return from a position within the Postal Service within one year from the date of leaving a Center.
- D. **Status of Bargaining Unit Employees who Involuntarily Leave the Center.** Employees who are involuntarily reassigned outside of the bargaining unit pursuant to Article 40 and return to a bargaining unit position within a Center shall regain their previously held seniority at the time of their reassignment.

#### **Section 37.06. Changes in Which Seniority is Lost**

Except as specifically provided elsewhere in this Agreement, full-time employees begin a new period of seniority:

- A. Upon reinstatement or reemployment;
- B. Upon transfer into the bargaining unit from other postal installations not covered by this Agreement; or
- C. Upon changing from one (1) occupation code to another (seniority for preferred assignments only).

#### **Section 37.07. Reduction of Seniority for Preferred Assignments**

- A. When an employee is voluntarily or for disciplinary reasons changed to a lower salary position in the Center and the occupation code is in the same functional assignment area from which promoted, seniority is established as the employee's former period

of seniority without credit for employment in any other higher salary position.

- B. When the change is to the same or a lower salary position in the Center and the position is other than that from which promoted, whether the change is voluntary or involuntary, seniority will be established as one day less than the junior regular work force employee in that occupation code and functional assignment area or the employee's own seniority, whichever is less.

### **Section 37.08. Filling Positions Reevaluated in the Bargaining Unit**

When an occupied position is upgraded on the basis of the present duties, the incumbent bargaining unit employee will remain in such position. When an occupied position is upgraded on the basis of duties which are added to the position, the incumbent bargaining unit employee will remain in such position, if qualified.

### **Section 37.09. Relative Standing on the Part-Time Roll**

- A. The relative standing among part-time employees on the roll is computed from entry into a part-time position in a particular occupation code. It continues to accrue so long as service in the same occupation code is uninterrupted.

In cases of appointment of more than one eligible on the same day from the same competitive register, their positions on the part-time roll will be in accord with their standing on the competitive eligible register.

- B. Part-time employees shall be offered appointment to full-time positions of the same occupation code in the order of their standing on the part-time roll.

### **Section 37.10. Conversions**

A reinstated or transferred bargaining unit employee shall be placed on the part-time roll ahead of one appointed from the register on the same day. When two or more bargaining unit employees are converted under the regulation, effective the same date, their relative standing on the part-time roll will be determined by the date their names came within reach on the

register. If their names were reached on the same date, standing on the part-time roll shall be determined by order of standing on the register. First preference for filling vacancies shall be given to qualified regular work force employees.

### **Section 37.11. Senior Qualified Positions**

The following bargaining unit positions in the Centers shall be filled within the functional assignment area by the senior qualified bidder meeting the qualification standards established for the position as indicated below:

1. Data Conversion, Group Leader (Occupation Code 0356-2004) from Data Conversion Operator (Occupation Code 0356-2003).
2. Data Control Technician (Occupation Code 0335-3005) from Data Control Technician, Jr. (Occupation Code 0335-2008).
3. Postal Accounts Clerk (Occupation Code 0525-2019) is open for bid by the senior qualified bidder without regard to functional assignment area.
4. Data Control Technician Senior (Occupation Code 0335-4007) from Data Control Technician (Occupation Code 0335-3005).

*(See Letter, page 125)*

## ARTICLE 38

### POSTING

#### **Section 38.01. Newly Established and Vacant Duty Assignments Shall be Posted as Follows:**

- A. All newly established duty assignments shall be posted for full-time bargaining unit employees eligible to bid within ten (10) days. All vacant duty assignments shall be posted within thirty (30) days unless such vacant duty assignments are reverted.
- B. If the vacant assignment is reverted, a notice shall be posted within thirty (30) days of the date the assignment became vacant advising the Union and the employees of the action taken and the specific reason(s) therefor.
- C. When it is necessary that fixed scheduled day(s) of work in the basic work week for a duty assignment be permanently changed, the affected assignment(s) shall be reposted.
- D. 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.
- E. No assignment will be posted because of 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. If during the life of this Agreement, there are cumulative changes in the starting time which exceed one (1) hour, unless otherwise negotiated locally, the assignment must be reposted.
- F.1. The duty assignment of a full time bargaining unit employee detailed to a non-bargaining unit position in excess of one year shall be declared vacant and shall be posted in accordance with this Article. Upon return to the bargaining unit after being detailed for one year or more, the employee will become an unassigned regular. An employee temporarily detailed to a non-bargaining unit position will not be returned to the bargaining unit solely to prevent the employee's assignment from being

posted for bid. Form 1723, Notice of Assignment, shall be used in detailing bargaining unit 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 such details.

- F.2. The duty assignment of an employee detailed to a non-bargaining unit position for more than 90 days will be filled in accordance with Article 25.

### **Section 38.02. Place of Posting**

The notice inviting bids for an assignment shall be posted on all official bulletin boards at the Center where the vacancy exists, where 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, stating a mailing address, a copy of any notice inviting bids shall be mailed to the employee by the Management Designee in each Center.

### **Section 38.03. Length of Posting**

The notices shall remain posted for ten (10) calendar days.

### **Section 38.04. Information on Notices**

Information shall be as shown below and shall be specifically stated:

- A. The duty assignment by position title and occupation code.
- B. Grade.
- C. Hours of duty (beginning and ending).
- D. The principal assignment area (e.g., functional assignment area, section and/or location of activity).
- E. Qualification standards.
- F. Physical requirement unusual to the specific assignment.
- G. Invitation to employees to submit bids.
- H. The fixed or rotating schedule of days of work, as appropriate.

### **Section 38.05. Bidding Procedures**

- A. All bids shall be submitted in duplicate on standard bid cards. The bid cards shall be date stamped upon receipt and the duplicate sent to the bidder. In the absence of a standard bid card a written bid on plain paper submitted in duplicate shall be acceptable.
- B. In instances where more than one (1) duty assignment is posted, employees may indicate preferences on the bid card. An employee, who has submitted a bid, shall have the right to withdraw in writing, anytime before the closing date. Such withdrawal, to be effective, shall be dated.

### **Section 38.06. Successful Bidder**

- A. Within ten (10) days after the closing date for the posting, the Management Designee in each Center 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."
- B. The successful bidder must be placed in the new assignment within twenty-one (21) days. The local agreement may set a shorter period.
- C. When the duty assignment requires special qualifications, and the senior bidder is qualified on these special qualifications, assign the senior bidder in compliance with B., above. If there is a question that the senior bidder does not possess these special qualifications when the posting period is closed, permanent filling of the assignment shall be deferred until the senior bidder has an opportunity for a period not to exceed thirty (30) days, to prove possession of the special qualifications.
- D. Normally, the successful bidder shall work the duty assignment as posted.

### **Section 38.07. Unassigned Regulars**

An unassigned full-time regular employee should bid on duty assignments posted for bids for which the employee is

qualified. If the employee does not bid, or is the unsuccessful bidder, such employee shall be assigned in any residual assignment. The employee's preference will be honored if there is more than one assignment available for which he/she is qualified.

## **ARTICLE 39 VOLUNTARY TRANSFERS**

### **Section 39.01. Requests**

Consideration will be given to unsolicited requests for transfer from one Center to another before hiring new employees to fill residual vacancies.

### **Section 39.02. Procedures**

An employee whose transfer is approved will be allowed to use up to five (5) days of annual leave or five (5) days of leave without pay for purposes of transferring. However, employees voluntarily transferring under this provision shall be solely responsible for all travel, transportation, relocation and other expenses incurred pursuant to the transfer.

### **Section 39.03. Seniority**

Employees who request a voluntary transfer from one Center to another shall begin a new period of seniority. Upon completion of a two (2) year period, employees including those involved in mutual exchanges, may regain all of their former bargaining unit seniority which accrued in any other Center bargaining unit or predecessor Agreement(s), provided those employees make a written request to the Management Designee in each Center to adjust their seniority standing. Such adjustment will become effective with the pay period of that employee's request, but not sooner than two (2) years. Employees may also regain this seniority for preferred assignments upon completion of the two (2) year period cited above provided those employees continuously hold the same occupation code in a similar functional assignment area that they held in their former Center.

*(See Memo, page 126)*

**ARTICLE 40**  
**INVOLUNTARY REASSIGNMENTS**

**Section 40.01. Primary Principles of Involuntary Reassignments**

- A. In effecting involuntary reassignments, dislocation and inconvenience to employees in the bargaining unit shall be kept to a minimum, consistent with the needs of the service. Involuntary reassignments shall be made in accordance with this Article.
- B. The Employer will meet with the Union at the national level at least one hundred and twenty (120) days in advance of the implementation of a plan to involuntarily reassign employees to another Center. 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 that the Employer has violated the procedures for involuntary reassignment set forth herein, the Union may grieve the matter at Step 3 of Article 15 within fourteen (14) days of said national level meeting.
- C. When at the same time, five percent (5%) or more full-time bargaining unit employees are excessed out of a Center, the Union at the national level may request a comparative work hour report of the losing Center sixty (60) days after the excessing of such employees.  
If a review of the work hour 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 (Section 2).
- D. Retreat rights shall be defined as an employee's right to reassignment to a position in the same occupation code in the Center and/or functional area from which the employee was involuntarily reassigned.
- E. In order to minimize the impact on employees in the regular work force, the Employer agrees to separate to the extent possible, casual employees working in the affected Center and/or functional area prior to

excessing any employees out of the Center. The junior full-time employee who is being excessed has the option of reverting to part-time status or of being reassigned to the gaining Center.

- F. In order to minimize the impact on full-time employees, the Employer shall to the extent possible reduce part-time employees' hours at the Center or functional area as appropriate.
- G. The National Labor-Management Committee established pursuant to Article 17, shall meet to resolve any problems arising under this Article. When employees covered by this Agreement are reassigned to other bargaining units, their original date of appointment in the regular work force shall be used for the purpose of computing job security clause protection in the gaining bargaining unit.
- H. To prevent inequities in seniority lists at gaining Centers, employees involuntarily reassigned between Centers will be treated as details for the first ninety (90) days. Upon completion of the ninety (90) day period, such employees may regain all of their former seniority which accrued in any other Center covered by this Agreement.
- I. The appropriate Vice President, shall give full consideration to withholding sufficient bargaining unit positions within a gaining Center for bargaining unit employees who may be involuntarily reassigned.
- J. Except as otherwise provided by law, no employee shall be allowed to displace, or "bump" another employee properly holding a position or duty assignment.
- K. Employees involuntarily reassigned from one Center to another shall be given not less than ninety (90) days advance notice, if possible, and shall receive mileage, per diem and reimbursement for movement of household goods, as set forth in Handbook F-12, Relocation Policy.
- L. In this Agreement, whenever provision is made for involuntary reassignments, it is understood that any

employee involuntarily reassigned must meet the qualification standards of the position to which reassigned.

**Section 40.02. Involuntary Reassignment Procedures for Full-Time Employees**

- A. Subject to Veterans' Preference regulations, all bargaining unit employees shall, to the maximum extent possible, be involuntarily reassigned to available positions in accordance with the following:
1. Excess bargaining unit employees shall be reassigned, to the extent possible, to available positions having the identical occupation code in the same Center or other Centers, or functional areas in the same Center or other Centers.
  2. Upon completion of the reassignments designated in paragraph 1. above, a bid process will be initiated within each Center for preferred assignments, tours, hours, days off and for those positions specified in Article 37, Section 11, for which there are vacancies. This paragraph shall not be construed as a waiver of the 90-day detail requirement set forth in Article 40, Section 1.H., of this Agreement.
  3. Upon the completion of reassignments as referenced in the immediately preceding paragraph, the remaining excess bargaining unit employees shall be reassigned, to the extent possible, to available positions for which they are qualified at the same or lower level in the same Center or other Centers, or functional areas in the same or other Centers.
  4. When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior qualified, displaced employee.
- B. New or vacant positions in a gaining functional area or Center which are not filled through the reassignment procedures referenced in Section 2.A.1-4 of this Article

shall be posted once for competitive application. The best qualified applicant shall be selected in accordance with the procedures set forth in Article 33 of this Agreement.

- C. Residual vacancies created as a consequence of the competitive application procedure outlined in Section 2.B of this Article shall be posted once for bid and/or competitive application in accordance with the terms of this Agreement.
- D. After exercising the procedures set forth in Section 2.A–C of this Article, the Employer may then reassign those remaining unassigned bargaining unit employees to any available position for which the employee is qualified within the same Center or other Centers. The employee's preference will be honored if there is more than one assignment available for which he/she is qualified.
- E. A full-time bargaining unit employee shall have the option of changing to part-time status in the same position in lieu of involuntary reassignment.
- F. Should a discontinued, consolidated or transferred Center or functional area be reactivated within one year, bargaining unit employees involuntarily reassigned shall have their retreat rights activated. Failure to bid or apply for the first available vacancy in the employee's former occupation code will end such retreat right. (See Memo, page 127)

#### **Section 40.03. Involuntary Reassignment Procedures for Part-Time Employees**

- A. Subject to Veterans' Preference regulations, when there are excess part-time employees in a position, the excess junior part-time employees shall be reassigned to another position in the same Center, or if no such positions are available, to the same or another position in another Center.
- B. A senior part-time employee in the same position in the same Center may elect to be reassigned to another Center in the same or another position and take the

seniority of the senior excess part-time employee being reassigned, as set forth in A., above.

- C. The U.S. Postal Service will designate, after the National Labor-Management meeting, vacancies at Centers in which excess part-time employees may request to be reassigned, beginning with vacancies in other positions in the same Center; then vacancies in the same position in other Centers; and finally vacancies in other positions in other Centers, making the designations to minimize relocation hardships to the extent practicable.
- D. Part-time employees reassigned to another position in the same Center shall be returned to the first part-time vacancy within the position and grade from which reassigned.
- E. Part-time employees reassigned to other Centers have retreat rights to the next such vacancy according to their standing in their position on the part-time roll in the losing Center but such retreat rights do not extend to part-time employees who elected to request reassignment in place of the junior part-time employee.
- F. The right to return is dependent upon a written request made at the time of reassignment from the losing Center and such request shall be honored unless it is withdrawn or an opportunity to return is declined.

#### **Section 40.04. Reassignment to Bargaining Unit Positions in Other Postal Installations**

- A. Subject to Veterans' Preference regulations, employees may be reassigned to bargaining unit positions in other postal installations governed by the APWU National Agreement within the employee's commuting area in lieu of involuntary reassignment to another Center. Such reassignment will take into account the employee's qualifications, installation preference and Center seniority. Such reassignments of full-time bargaining unit employees shall be to full-time bargaining unit positions at the same or lower salary rate for which the employee is qualified. In those

instances where reassignment is to a lower salaried position, the employee will be provided a protected rate from the date of reassignment.

- B. Subject to Veterans' Preference regulations, the Postal Service may also make reassignments to positions in other bargaining units consistent with appropriate regulations and the terms and conditions of current collective bargaining agreements governing those positions. Such reassignments will take into account the employee's qualifications, installation preference and Center seniority. In those instances where reassignment is to a lower salaried position, the employee will be provided a protected rate from the date of reassignment.

#### **Section 40.05. Grade Retention for Reassignments to Center Positions**

An employee involuntarily changed to another position of a lower grade shall retain the grade and salary of the position from which changed and be eligible for any in-grade salary increases for which otherwise eligible. The employee will continue to maintain the original grade until such time as he/she fails to bid or apply for reassignment in an established position in the former grade, or to any position in a grade 66 between that of the former grade and the established grade for the new position within the same Center so long as accepting the vacant position does not result in any loss in the present salary. The Center shall notify said employee of any such vacant position for which it is determined that the employee is or may be qualified. Failure to qualify for the position shall not result in loss of saved grade.

#### **Section 40.06. Reassignments from APWU Bargaining Positions in Other Postal Installations.**

Surplus/excess U.S. Postal Service APWU bargaining unit employees from any postal installation may be involuntarily reassigned to residual Center bargaining unit positions. Any employee who is involuntarily reassigned must meet the qualifications for the residual vacancy. Such employees shall

begin a new period of seniority but will retain their full-time or part-time category status.

**ARTICLE 41**  
**POLICY ON TELEPHONES**

The parties recognize that telephones are for official Postal Service 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 Agreement, subject to sound business judgment and practices.

**ARTICLE 42  
SEPARABILITY AND DURATION**

**Section 42.01 Separability**

Should any part of this Agreement or any provisions 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 42.02 Duration**

This Agreement shall be effective upon the date of execution, except where otherwise noted, and shall remain in full force and effect from **August 24, 2002**, to and including 12 midnight **January 20, 2006\***, 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.

**(signed) Anthony J. Vegliante**

**(signed) William Burrus**

**Anthony J. Vegliante**

**William Burrus**

**Vice President**

**President**

**Labor Relations**

**American Postal Workers**

**United States Postal Service**

**Union, AFL-CIO**

**Dated: October 07, 2002**

**\* Extended to January 20, 2006, Pursuant to the April 7, 2003, Extension Agreement (See Memo pages 103-104).**

**CENTERS SCHEDULE**

**RES**

**24-00)**

K	L	M	N	O	P	Q	Most Prev. Step
8,920							515
9,261							521
9,615							527
0,038							542
0,534							560
1,312							594
2,356	42,960						609
3,132	43,771	44,406					635
4,050	44,714	45,386	46,053				667
5,097	45,808	46,511	47,220				703
6,276	47,033	47,782	48,538				749
9,055	49,865	50,674	51,488	52,289	53,100		810
0,660	51,522	52,381	53,244	54,096	54,959	55,818	859
2,257	53,167	54,074	54,987	55,893	56,802	57,708	910
4,768	55,842	56,924	58,004	59,081	60,163	61,243	1,079
6,936	58,114	59,290	60,470	61,647	62,825	64,003	1,180
9,636	60,894	62,149	63,410	64,667	65,926	67,185	1,258
2,866	64,187	65,507	66,828	68,147	69,468	70,788	1,321

September 4, 2000.

**NIGHT SHIFT DI  
FOR INFORMATION SYSTEMS/A  
EFFECT**

ISC Grade	A	B	C	D	E	F	G
6	1.14	1.27	1.29	1.36	1.38	1.40	1.42
7	1.15	1.28	1.30	1.37	1.39	1.41	1.44
8	1.16	1.29	1.31	1.38	1.41	1.43	1.45
9	1.17	1.30	1.33	1.40	1.42	1.44	1.47
10	1.18	1.32	1.34	1.41	1.44	1.46	1.48
11	-	1.34	1.36	1.44	1.46	1.49	1.51
12	-	-	-	1.48	1.50	1.53	1.55
13	-	-	-	1.50	1.53	1.55	1.58
14	-	-	-	1.53	1.56	1.58	1.61
15	-	-	-	1.56	1.59	1.62	1.65
16	-	-	-	1.60	1.63	1.66	1.69
17	-	-	-	1.70	1.73	1.77	1.80
18	-	-	-	1.75	1.79	1.82	1.86
19	-	-	-	1.80	1.84	1.88	1.92
20	-	-	-	1.86	1.90	1.95	1.99
21	-	-	-	1.92	1.97	2.02	2.07
22	-	-	-	2.01	2.06	2.12	2.17
23	-	-	-	2.13	2.18	2.24	2.29

**MEMORANDUMS OF UNDERSTANDING  
AND  
LETTERS OF INTENT**

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

**Re: 2003 Extension Agreement**

The 2001 Information Technology/Accounting Service Centers Agreement between the United States Postal Service and the American Postal Workers Union, AFL-CIO, is hereby extended to and including 12 midnight January 20, 2006, 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 of the Agreement. All provisions of the 2001 Agreement shall remain in full force and effect during the extension period, except to the extent that those provisions have been revised or added to herein.

(signed) John E. Potter

(signed) William Burrus

John E. Potter

William Burrus

Postmaster General

President

Chief Executive Officer  
United States Postal Service

American Postal Workers  
Union, AFL-CIO

Dated: April 7, 2003

**(2003 Extension Agreement - Economics)**

**Article 9.01 is amended to provide as follows:**

**Effective January 22, 2005 - the basic annual salary for each grade and step shall be increased by an amount equal to 1.3% of the basic annual salary for the grade and step in effect on November 13, 2004.**

**Article 9.04 B. is amended to provide as follows:**

- **the second full pay period after the release of the March 2005 Index.**
- **the second full pay period after the release of the September 2005 Index.**

**Article 21.01 B. is amended as follows:**

**The adjustment begins on the effective date determined by the Office of Personnel Management in January 2003, January 2004, January 2005, and January 2006.**

**Article 21.01 E. is amended as follows:**

**The limitation upon the Employer's contribution towards any individual employee shall be 88.75% of the subscription charge under the FEHBP in 2003, 2004, 2005 and 2006.**

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

**Re: Transfer of Work**

When bargaining unit work is transferred from the Centers to other postal facilities, and if new positions are created at the gaining facility as a result of the transfer of work, any newly created positions will be offered first to qualified full-time Center employees who were excessed as a result of the transfer of work and who voluntarily desire to transfer to the gaining facility.

Establishment of seniority rights of an employee accepting such voluntary reassignment will be governed by the provisions of any applicable collective bargaining agreement at the gaining facility.

Recognizing that separate bargaining units are involved, the parties agree that this Memorandum of Understanding supersedes anything in any collective bargaining agreement negotiated between the U.S. Postal Service and the American Postal Workers Union that could prohibit Center employees from being assigned to bargaining unit positions in another bargaining unit as set forth herein.

**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 and applicants who request assistance in communicating with or understanding others in work related situations, such as:

- a. During investigatory interviews which may lead to discipline, discussions with a supervisor on job performance or conduct, or presentation of a grievance.
- b. During some aspects of training including formal classroom instruction.
- c. During portions of EAP programs and 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 savings 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 or 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:

- a. Management Designees 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.
- 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, written communications may be appropriate. The deaf or hard of hearing employee's ability to understand written communications should be considered.<sup>2</sup>
- e. Supervisors, training specialists, EAP, and EEO counselors may be trained in sign language.

- f. Deaf or hard of hearing applicants should normally be scheduled for a specific examination time when an interpreter will be available.
- g. State or Federal relay services may provide a way for a deaf or hard of hearing employee to conduct postal business by telephone with other employees and customers.

Management will provide the following assistance for deaf and/or hard of hearing employees:

- 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 telecommunications devices for the deaf will be installed in all postal installations employing deaf employees in the regular work force. Special telecommunications 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 telecommunications devices.

### **LABOR-MANAGEMENT COMMITTEE 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, type of special telecommunications 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: Conversion to Full-Time Status**

Where a part-time flexible has performed duties within his/her grade and occupational group within a Center at least 40 hours a week (8 within 9), 5 days a week, over a period of 6 months, the senior part-time flexible in that grade and occupational group shall be converted to full-time status.

It is further understood that part-time flexibles converted to full-time under this criteria will have flexible reporting times, flexible non-scheduled days and flexible reporting locations within the Centers depending upon operational requirements as established on the preceding Wednesday.

## LETTER OF INTENT

### Re: Maximization

This letter memorandum sets forth our mutual intent regarding the attached Memorandum of Understanding relating to maximization.

1. The initial 6 month measuring period will begin on May 1, 1982 and end on September 31, 1982. Conversions based upon this initial period shall be completed within sixty (60) days. This conversion process shall not interfere with or delay conversions which would otherwise be implemented pursuant to the existing Agreement. Henceforth, the 6 month measuring periods will be monitored on a continuing basis, and conversions required shall be implemented promptly.
2. Conversions required pursuant to this Memorandum of Understanding shall be in addition to (but not duplicative of) conversions that may be required pursuant to existing provisions of the Agreement. The criteria established by this Memorandum of Understanding are supplementary to, not in limitation or diminishment of, existing criteria in this Agreement.
3. Subject to operational requirements, the intent of the parties is to avoid unnecessary disruptions in existing patterns of reporting times, non-scheduled days and reporting locations for those PTF's converted pursuant to these criteria, to the extent the duties of the position converted are consistent with those performed by the PTF during the measuring period.
4. Employees converted to full-time positions pursuant to this Memorandum of Understanding may bid on assignments posted for bid in the same grade and occupational code, and shall be full-time regular employees under this Agreement.
5. In those Centers where conversions have been made under this Memorandum of Understanding, and there

are subsequent reversions or excessing, any reductions in full-time employees' positions shall be from among those position(s) converted pursuant to this Memorandum of Understanding in the same grade and occupational code until they are exhausted.

6. The parties at the national level will review and resolve any problems relating to the initial period of implementation, in accordance with their mutually expressed intentions. Accordingly, grievances filed at the local level relating to the initial period of implementation shall be stayed without prejudice to either party, and the time limits deemed extended by mutual consent, in order to permit review at the national level. Upon such review, questions of fact may be referred to the normal grievance machinery.

**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 **2001 Information Technology/Accounting Service Centers 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.

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

**Re: Part-Time Flexible Court Leave**

1. Effective September 26, 1987, part-time flexible bargaining unit 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 bargaining unit 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 bargaining unit 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 bargaining unit employee to work;
  - b. If not previously scheduled, the number of hours the part-time flexible bargaining unit 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 this 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 bargaining unit employees shall not exceed 8 hours in a service day or 40 hours in a service week.

**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 **2001** Agreement under which career employees will be able to donate annual leave from their earned annual leave account to another career employee, within the same Center. 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 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.

**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 carryover 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.

This Memorandum of Understanding expires on the expiration of this Agreement.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
AMERICAN POSTAL WORKERS UNION,  
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 this Agreement, the 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.

**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 1991 Postal Data Centers Agreement.

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

**Re: Dependent Care**

As a result of the **2000** APWU National Agreement, the parties agreed to **continue to** jointly work to develop and recommend a national program for resource and referral services for dependent care.

The U.S. Postal Service and the American Postal Workers Union agree to include the Information **Technology**/Accounting Service Centers and agree to meet as needed at the National Labor-Management Committee to discuss the possible application of dependent care programs to the Information **Technology**/Accounting Service Centers bargaining unit.

**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 this 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.

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

**Re: Career Development**

The Employer recognizes the desirability of advancing the career development of employees assigned to the Centers. Accordingly, assistance to enable employees to reach their potential shall be provided as follows:

1. On an annual basis, if requested by the employee, supervision will meet with the employee and discuss the employee's goals and objectives as well as those of the Centers. This discussion will include an appraisal of the employee's progress and any suggestions as to how career advancement could be improved. These discussions shall be a private matter between the supervisor and the employee and shall not be grievable. There shall not be any notations pertaining to such discussions, other than the fact that such discussions occurred, maintained in the employee's personnel file.
2. Management Designees will encourage local accredited colleges or universities to provide career oriented literature, career counselling, or presentations on the curriculum available for interested employees desiring to advance their careers in data processing, accounting or related fields.
3. Consistent with budgetary restraints, service requirements and their individual qualifications and potential, employees will be given an opportunity to attend appropriate professional seminars, obtain tuition assistance and USPS training classes.

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

**Re: Bargaining Unit Computer Tape**

Pursuant to the provisions of Article 31 of the Information Technology/Accounting Service Centers Agreement the Employer shall, on an accounting period basis, provide the Union with the following information on each employee in the Centers bargaining unit on a separate part of the computer tape provided to the APWU under the National Agreement:

- |                                   |                          |
|-----------------------------------|--------------------------|
| 1. SSN                            | 13. Post Office CAG      |
| 2. Last Name                      | 14. Rate Schedule        |
| 3. First Name (Full)              | 15. Nature of Action     |
| 4. Middle Initial                 | 16. Effective Date       |
| 5. Address                        | 17. Pay Grade            |
| 6. City                           | 18. Pay Step             |
| 7. State                          | 19. Health Benefit Plan  |
| 8. ZIP Code                       | 20. Designation Activity |
| 9. Post Office Name               | 21. Enter on Duty Date   |
| 10. Post Office State             | 22. Retire on Date       |
| 11. Post Office Zip               | 23. Occupation Code      |
| 12. Post Office Finance<br>Number | 24. Pay Location         |

The Postal Service will provide the Union with the information above without charge.

## LETTER OF INTENT

### **Re: Functional Area**

As agreed to during the course of negotiations, the parties concur that functional area is defined as follows:

Functional Area: A functional area is an established work location within a Center, or within a Service Center, Branch, Section, or group within a Center where like or similar functions are performed, as determined by the employer.

The definition of "Functional Assignment Areas," as further defined by the parties, appears at Article 37 of this Agreement. Finally, it is recognized that changes to the functional areas may affect functional assignment areas, or affect the computation of the length of service in a functional assignment area. Within thirty (30) days of notification of changes to the functional areas, the affected local union, at its option, may request a fourteen (14) day period of local implementation to renegotiate functional assignment areas. Any impasse items may be submitted to Step 3 of the grievance-arbitration procedure within ten (10) days of the close of negotiations.

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

**Re: Voluntary Transfers**

The parties agree that the policy and guidelines on "Requests for Voluntary Transfer/Reassignment" as set forth in the Postmaster General's April 6, 1979, memorandum will remain in effect during the life of this Agreement for voluntary transfers or reassignments within this bargaining unit.

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

**Re: Involuntary Reassignments Within a Center**

The parties agree that upon the effective date of this Agreement, and continuing only until the date of its expiration, the following provisions will apply to involuntary reassignments of full-time bargaining unit employees within a Center. The procedures expressed in this Memorandum of Understanding shall not be in conflict with the provisions of Article 40 of this Agreement and are subject to the Veterans' Preference regulations.

Full-time bargaining unit employees excess to the needs of a functional assignment area, shall be reassigned within that Center, by use of the following steps:

- A. When it is determined that employees are to be excessed from a functional assignment area, those employees will be excessed by juniority within the affected occupation code.
- B. Those excess employees shall then be reassigned to available positions having the identical occupation code beginning with the senior excess employee.
- C. Upon completion of the reassignments designated above, a bid process will be initiated for preferred duty assignments, pursuant to the provisions of Article 38.
- D. At the Employer's option, the remaining excessed employees shall then be reassigned, to the extent possible, in accordance with the following:  
To an on-the-job and/or off-site training opportunity, for up to a sixty (60) daytime period, to qualify for positions available at the same or lower level outside

the employee's occupation code. Such training shall be offered to employees on the basis of seniority; or to positions available for which they are presently qualified, at the same or lower level. First choice of duty assignments shall go to the senior qualified excessed employees.

- E. A new or vacant position(s) in a functional assignment area which is not filled through the reassignment procedures referenced above, shall be posted once for competitive application.
- F. A reassigned employee retains the right, for a period of one year from the date excessed, to retreat to the functional assignment area from which excessed only upon the occurrence of the first residual vacancy in the same occupation code, after the employees in that functional assignment area have completed the bidding process. Failure to bid for the first available vacancy will end such retreat right.

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

**Re: Alternative Work Schedules National Task Force**

The parties agree to continue a National Level Task Force on Alternative Work Schedules.

The purpose of the Task Force is to continue testing the 10/4 program at the Minneapolis Center and San Mateo Accounting Service Center. Either party to this memorandum may discontinue a pilot program at any location upon sixty (60) days written notice to the other party.

The National Task Force shall be comprised of six persons, three appointed by the USPS and three appointed by the APWU. **The parties recognize that the staffing and scheduling adjustments required by the implementation of Shared Services Accounting in the Centers should be completed by January 2004. Therefore, the parties will schedule a meeting of the Task Force in January 2004 to discuss the expansion of the 10/4 program.**

It is further understood by the parties to this Agreement that this Memorandum of Understanding expires by its terms at the expiration of this Agreement.

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

**Re: Emergency Support**

The parties agree to implement a pilot program utilizing postal laptop computers for use by on-call employees in order to perform mainframe emergency support while at home.

Employees engaged in computer programming or systems analysis will be permitted to take a postal laptop computer home on days when a call is anticipated. When management determines a program operational problem exists and the problem can be remedied by an employee on call, the employee will be permitted the opportunity to use a postal laptop for mainframe access to remedy the problem from home. The employee shall be compensated for the time required making the repair or one (1) hour of pay at the applicable rate, whichever is greater. If required to take home a laptop computer, the employee will be compensated one (1) hour at the base time rate for each twenty-four (24) hour period or fraction thereof, which includes the beeper time. The compensation referenced in this memorandum is in addition to telephone pay provisions under Article 8.

The parties agree to review the program on an on-going basis. It is further understood by the parties to this Agreement that this Memorandum of Understanding expires at the expiration of this Agreement.

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

**Re: Payroll Positions**

The parties agree that the current Payroll Career Ladder that provides that a Payroll Processing Technician, DCS-11, will be upgraded to a Payroll Processing Technician, Senior, DCS-13, provided the employee has served in the DCS-11 position for a minimum of two years; has a satisfactory performance record; has not received any adverse disciplinary actions during the past year; and has passed Accounting Test 741, will be continued for the life of this Agreement.

The parties further agree that as soon as practicable after the finalization of the 2001 IT/ASC Agreement, the Postal Service will create the three (3) new Payroll Processing Technician position descriptions for levels DCS-11, 13, and 14. These positions will not constitute an increase in bargaining unit complement.

The Employer agrees to create a new Payroll Processing Technician-C, DCS-14, position. The minimum criteria for promotion to this best qualified position will be that the employee has served in the Payroll Processing Technician-B, DCS-13, position for a minimum of two years; has a satisfactory performance record; and has passed Accounting Test 744 with a score of at least 70.00%. During the time period from the signing of this Agreement until January 20, 2005, the Employer will consider for promotion to the DCS-14 position a Payroll Processing Technician-B, DCS-13, who has served in that position for at least one year and has otherwise met the other criteria. The Employer agrees to create up to forty-six (46) additional Payroll Processing

Technician-C, DCS-14, positions during the life of the Agreement. Up to twenty (20) of these positions will be created during the year beginning September 2002, up to twenty (20) of these positions will be created during the year beginning September 2003 and the remaining six (6) positions will be created during the year beginning September 2004. These DCS-14 positions will be within the current proposed Shared Services Accounting complement. The current Payroll Processing Specialist, DCS-14, will be automatically considered for these new DCS-14 positions. The Current DCS-14 positions will be reverted as the positions become vacant.

The parties further agree that as soon as practicable after the finalization of the 2001 IT/ASC Agreement, the Postal Service will create a new Payroll Accountant, DCS-18, position and fill those positions within a year, starting August 24, 2002. These positions will be best qualified and the successful applicant must have served at least two years as a Payroll Processing Specialist, Sr., DCS-16; has a satisfactory performance record; has not received any adverse disciplinary actions during the past year; and has passed Accounting Test 744. There will be a total of five (5) of these positions created in the three Payroll groups. These positions will not constitute an increase in bargaining unit complement. The Union agrees to withdraw any current pending grievances relating to either the level(s) or ranking of payroll positions. The Union also agrees that for the life of this Agreement, it will not process or entertain any grievances relating to the level(s) or ranking of work relating to payroll positions.

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

**Re: Information Technology Casuals**

The parties agree that due to the unique nature of certain system development needs over the term of the 2001 Information Technology/Accounting Service Center Agreement, it will be necessary for Information Technology (IT) to use an increased number of contractor/casuals within the IT Centers in the development of new systems and technologies. The parties further acknowledge that presently there are not sufficient numbers of bargaining unit programmers, with the required skills, to work on these new applications. However, the Employer acknowledges the need to mentor and train bargaining unit employees in the use of new systems and systems language as it relates to various current and future development projects within the IT Centers.

In furtherance of these objectives, the parties agree to the following principles.

The percentage of contractor/casuals to be used in the IT Centers will be increased to nine per-cent (9%) of the total IT/ASC regular bargaining unit work force. Included in the 9% number, will be any Article 7, Section 7.02, casual employees used in the Accounting Service Centers (ASCs). The IT Contractor/Casuals used in the IT Centers will not be limited to two (2) ninety (90) day terms of employment in a calendar year, but may be employed up to 360 days in a calendar year.

Contracts entered into by the Postal Service for new development-related work to be done on site in the IT Centers will include provisions that the contractor/casuals

will mentor and train bargaining unit employees in the use of new systems and systems language as it relates to various current and future development projects within the IT Centers. A new development project is defined as: new systems or sub-systems; or, upgraded technology that enhances or replaces existing technology or systems. Training and mentoring of bargaining unit employees will occur when there are three or more contractor/casuals working on a new development project within a center. The bargaining unit employee(s) will be assigned to this type of project at the ratio of one (1) bargaining unit employee to each three (3) contractor/casuals working on a project. For this type of project, the parties recognize that bargaining unit employee(s) may be working less than 100 per-cent of their time on a project. For a new development project that may employ less than three (3) contractor/casuals for a total of less than 80 hours, Center Management will review the project to ascertain whether it would be advantageous for a bargaining unit employee to be assigned to work on that project. If a bargaining unit employee is assigned, the parties recognize that the bargaining unit employee may be working more that 50 per-cent but less than 100 per-cent of his/her time on this type of a project.

With reference to the above-discussed contractor/casuals, any contractor/casual that works exclusively in a backfill capacity, which would allow bargaining unit employees to work in other than their normal bid assignment in order to be mentored and trained, will not be counted in the 9% limit on the number of IT contractor/casuals who may otherwise be employed.

The parties agree that the Employer will provide the Union with a quarterly listing of the total number of Article 7 casuals working in all of the IT/ASC Centers and the number of Article 7 casuals by each IT/ASC Center. This listing will also provide the total number of contractor/casuals working in all of the IT Centers and the

number of contractor/casuals by each IT Center. Additionally, the Employer will provide a listing of the new development projects in which IT bargaining unit employees are involved at the IT Centers. Issues that arise regarding this Memorandum of Understanding may be discussed during the National Labor-Management Meeting.

The Postal Service agrees to maintain the IT complement of positions existing as of August 24, 2002, for the duration of the Agreement. Notwithstanding the parties' agreement to guarantee the IT positions, the agreement does not guarantee a specific number of positions in any center. In the event that an employee refuses a reassignment to another Center, the Postal Service may revert the position.

Provisions in this Memorandum of Understanding will extend to December 31, 2005.

**January 17, 2001**

**Mr. Gregory T. Poferi  
National Business Agent  
American Postal Workers Union, AFL-CIO  
1300 L Street, NW  
Washington, DC 20005-4128**

**Re:Organizational Name Changes**

**Dear Greg:**

**This letter is to confirm our discussions relating to the organizational name changes, which were implemented to more accurately reflect the current organizational structure and work performed.**

**The organizational entity name has been changed from information Systems/Accounting Service Centers (IS/IASC) to the Information Technology/Accounting Service Centers (IT/ASC). The Integrated Business Systems Solution Center (IBSSC) name remains as is.**

**(signed) Michael J. Harrison  
Michael J Harrison  
United States Postal Service**