

**AGREEMENT
TO EXTEND THE
2000-2005
COLLECTIVE
BARGAINING
AGREEMENT**



**Between
American Postal Workers Union,
AFL-CIO
and
U.S. Postal Service**

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Notes:

1. All memoranda – including Local Memoranda of Understanding – automatically extend through the extended term of this contract – November 20, 2006. Two memoranda (the Layoff Protection Memo and the TE Career Opportunities Memo) did not automatically extend, but their extension is part of the extension agreement contained herein.
2. **Bold Face Type** in the text indicates revised or new language. Bold Face Type in headings does not necessarily indicate change.
3. This publication is an addendum to the 2000 National Agreement and the 2003-2005 Extension Agreements and only includes the 2005-2006 extension agreements. This publication does not include memoranda of understanding, letters of intent and other contractual provisions from the 2000 National Agreement and the 2003-2005 Extension Agreements that will continue in effect up to and including 12 midnight, November 20, 2006.

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

The 2000 "National Agreement" between the United States Postal Service and the American Postal Workers Union, AFL-CIO, is hereby extended to and including 12 midnight November 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 2000 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.

**ARTICLE 9
SALARIES AND WAGES**

Section 1. Basic Annual Salary

Article 9, Section 1 is amended to provide as follows:

Effective March 18, 2006 - the basic annual salary for each grade and step shall be increased by an amount equal to 1.6% of the basic annual salary for the grade and step in effect on September 3, 2005, or the actual effective date of the COLA based on the July 2005 CPI-W.

Section 4. Cost of Living Adjustments

B. Effective Dates of Adjustment

Article 9, Section 4.B. is amended to provide as follows:

- **the second full pay period after the release of the January 2006 Index.**
- **the second full pay period after the release of the July 2006 Index.**

Section 8. Transitional Employees

Article 9, Section 8 is amended to provide as follows:

Effective March 18, 2006 - the hourly rate for all grades shall be increased by 1.6% based on the salary schedule in effect on September 3, 2005, or the actual effective date of the COLA based on the July 2005 CPI-W.

ARTICLE 21 BENEFIT PLANS

Section 1. Health Benefits

Article 21, Section 1.B. is amended as follows:

The adjustment begins on the effective date determined by the Office of Personnel Management in January 2002, January 2003, January 2004, January 2005, January 2006, **and January 2007.**

Article 21, Section 1.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 2002, 2003, 2004, 2005, 2006 and 2007.

ARTICLE 26 UNIFORMS AND WORK CLOTHES

Section 2. Annual Allowance - Regular Uniform Program

Article 26, Section 2.A. is amended to provide as follows:

Effective November 21, 2005, the annual allowance for all eligible employees shall be increased from \$328.00 per annum to \$336.00 per annum; and from \$140.00 per annum to \$144.00 per annum. The increase shall become effective on the employee's anniversary date.

Article 26, Section 2.B. is amended to provide as follows:

Effective November 21, 2005

- \$78.00 if entitled to \$336.00 per annum;**
- \$17.00 if entitled to \$144.00 per annum**

Section 3. Annual Allowance - Work Clothing Program

Article 26, Section 3 is amended to provide as follows:

Clerical, Motor Vehicle Maintenance (eligible) - work clothes

- \$68.00 effective November 21, 2005**

Custodial Maintenance (eligible) - contract uniform

- **\$130.00 effective November 21, 2005**

Vehicle Maintenance (eligible) - contract uniform

- **\$164.00 effective November 21, 2005**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES POSTAL
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Re: Layoff Protection

Each employee who is employed in the regular work force as of November 20, 2000, and who has not acquired the protection provided under Article 6 shall be protected henceforth against any involuntary layoff or force reduction during the term of this Agreement. It is the intent of this Memorandum of Understanding to provide job security to each such employee during the term of this Agreement; however, in the event Congress repeals or significantly relaxes the Private Express Statutes this Memorandum shall expire upon the enactment of such legislation. In addition, nothing in this Memorandum of Understanding shall diminish the rights of any bargaining-unit employees under Article 6.

Since this Memorandum of Understanding is being entered into on a nonprecedential basis, it shall terminate for all purposes at midnight, November 20, **2006**, and may not be cited or used in any subsequent dispute resolution proceedings.

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

Re: Modified Work Week

Consistent with the MOUs on Modified Work Week found on pages 289-295 of the USPS/ APWU National Agreement, the parties agree to commence a minimum of 18 modified work week pilots during the term of this extension. These pilots shall be reviewed by the parties after the first six months, but shall continue for a minimum of an additional six months absent mutual agreement.

At the conclusion of this one year period, at the request of either party at the local level, the parties will meet at the national level to evaluate the pilots and consider their continuation. The criteria to be applied in this evaluation and consideration shall include (1) the efficiency of the operation, (2) cost, and (3) level of employee participation.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES POSTAL
SERVICE AND THE AMERICAN POSTAL
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Re: Upgrades

Effective **March 18, 2006**, the pay levels of the following positions will be upgraded by one-pay level:

Air Records Processor, PS-5
TACS Time and Attendance Clerk, PS-5
Bulk Mail Clerk, PS-5
Maintenance Mechanic, PS-5
Ramp Clerk AMF, PS-6
Welder, PS-6
Carpenter, PS-6
Letter Box Mechanic (MES), PS-6
Maintenance Electrician, PS-6
Painter, PS-6
Plumber, PS-6
Automotive Painter, PS-6
**Vehicle Operations Assistant, Bulk Mails,
PS-6**
Body and Fender Repairman, PS-7

Generally, the parties' promotion rules apply with respect to upgrades; however, the parties have agreed on a non-precedential basis that the upgrades will be based on a step-to-step upgrade mechanism, including credit for waiting period time already served, for the purpose of implementing these upgrades. This upgrade mechanism is identical to the upgrade provisions previously implemented during the 2000 National Agreement.

Note: As Maintenance Mechanic PS-4 positions become vacant, should the Postal Service fill the vacancies, they will be filled as Maintenance Mechanic PS-5 positions.

**MEMORANDUM OF UNDERSTANDING
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**Re: ARTICLE 12.3. PRINCIPLES OF
POSTING – NUMBER OF BIDS
DURING CONTRACT**

In concert with the agreement to extend the **2000-2005** collective bargaining agreement through November 20, 2006, the parties agree to modify Article 12, Section 3.A.

Specifically, the parties agree that an employee may be designated a successful bidder an additional **one (1)** time during the extension of the contract.

Therefore, an employee may be designated a successful bidder no more than a total of **eight (8)** times during the **2000-2006** collective bargaining agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES POSTAL
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Re: Excessing

The Postal Service will provide the Union information at the national level regarding consolidating postal installations, when those consolidations result in a major relocation of employees.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
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**Re: Transfer Opportunities to Minimize
Excessing**

In effecting reassignments under Article 12, a primary consideration is that dislocation and inconvenience to employees in the regular work force shall be kept to a minimum. To that end, the parties agree that requests by employees to transfer from impacted installations (those where employees will be excessed from the craft or installation) will be given priority consideration for transfer to installations which would otherwise accept transfers or hire from a register, to the extent that such transfer requests will minimize the impact on regular work force employees.

Within 30 days of the signing of this Memorandum of Understanding (MOU), the parties will meet to discuss the methods by which this understanding will be implemented.

Since this MOU is being entered into on a nonprecedential basis, it shall terminate for all purposes at midnight, November 20, 2006, and may not be cited or used in any subsequent dispute resolution proceedings.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
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AFL-CIO**

Re: National Arbitration Scheduling

The parties agree that during the period of this contract extension, each party may, at its option, advance two cases to the top of the national arbitration docket.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
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AFL-CIO**

**Re: Article 17.7.E Payroll Deductions/
Allotments**

No later than November 20, 2006, the Postal Service will increase the maximum allotments in the existing program by providing one additional allotment for the use of APWU bargaining unit employees.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
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Re: Electronic Access to Information

The parties agree that the Union will be provided all current handbooks, manuals, and published regulations that are on USPS PolicyNet in an electronic format on a semi-annual basis. The parties shall meet promptly after the effective date of this Memorandum of Understanding (MOU) to determine the best means for providing this information.

In addition, the parties agree that after the effective date of this MOU, reports currently provided to the union in hard-copy will be transmitted electronically when it is possible to do so.

This memorandum expires for all purposes on November 20, 2006.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
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AFL-CIO**

Re: Article 30 – Local Implementation

In recognition of the many changes that have occurred since the last local implementation period, and the many changes in process, it is agreed that the 60 days following the ratification of this

extension will be a period of local implementation. The parties at the local level will have an opportunity to review and negotiate changes to their LMOUs. Current LMOUs will remain in effect during any discussions and will only be changed upon mutual agreement.

Should the parties reach agreement(s), the agreement(s) will be reduced to writing and will be effective immediately, or at any later date agreed to by the local parties. Should the local parties not reach agreement within the 60 days, either party may request that the parties at the Area Level review the dispute.

Should agreement not be reached after discussion at the Area Level within 30 days or another mutually agreeable deadline, the current provisions of the LMOUs will remain in effect.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNITED STATES POSTAL
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**Re: TE CAREER OPPORTUNITIES MOU –
PAGE 274-275**

The parties agree to modify the TE career opportunities MOU on page 274-5 as follows:

“4. This agreement will be effective from June 7, 1996, through November 20, **2006**. Nothing herein is intended to limit any veteran’s preference in hiring as established by law.”

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
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AFL-CIO**

Re: Voluntary Early Retirement (VER)

The Employer and the Union acknowledge that they have had a dispute with regard to the Employer's obligation to seek authority for and offer early retirement opportunities to APWU-represented employees pursuant to the Memorandum of Understanding Re: Excessing, dated December 19, 2002, and the Memorandum of Agreement, dated December 19, 2003. In resolution of these disputes, the Employer shall, acting in good faith and with the intention that authority will be granted, promptly petition the Office of Personnel Management (OPM) for an extension of VER authority to cover eligible employees whose names were provided by the Union between January 9, 2004 and June 1, 2005 (hereinafter referred to as the "Additional Employees"). A copy of the Employer's petition to OPM will be provided to the APWU when the petition is sent to OPM.

Upon receipt of the extended VER authority from OPM sought pursuant to this MOU, the Postal Service shall offer the Additional Employees the opportunity to apply for early retirement promptly in conformance with normal procedures and regulatory requirements. The Employer shall set effective dates of retirement as early as reasonably possible, but in no event later than November 20, 2006.

The parties understand and acknowledge that final decisions on employee eligibility for VER are within the responsibility of OPM and that all decisions and actions with regard to early retirement must be consistent with federal statutes and applicable OPM regulations. In no case shall this MOU be construed to obligate the Postal Service to take any action inconsistent with such laws, regulations, or OPM directives.

The parties acknowledge that they have not verified that the Additional Employees met all of the eligibility requirements, such as those relating to age and service, to qualify them for a VER. Furthermore, it has not been confirmed that all the Additional Employees are in positions represented by the APWU, and for some names there is a need to obtain additional information. The parties acknowledge that failure to meet such requirements will result in such employees not being entitled to receive a VER. The parties further agree that no additional names will be added as Additional Employees.

The parties agree that this MOU fully and finally resolves all issues encompassed by grievance number Q00C-4Q-C 05027060 and a civil action currently pending before the United States District Court for the District of Columbia entitled, American Postal Workers Union, AFL-CIO v. United States Postal Service, docket number 05-525. The parties also acknowledge that compliance with this MOU serves to fulfill any remaining obligation to offer VER pursuant to the Memorandum of Understanding Re: Excessing, dated

December 19, 2002, and the Memorandum of Agreement, dated December 19, 2003. In the event of a dispute concerning any offer, or non-offer, of early retirement to any APWU-represented employee pursuant to those documents or this MOU, the parties agree that this MOU will determine the employee rights in question.

Any dispute arising out of this MOU will be handled in accordance with the Memorandum of Understanding Re: Administrative Dispute Resolution Procedures.

