

COLLECTIVE BARGAINING AGREEMENT

Between the

American Postal Workers Union, AFL-CIO

and the

United States Postal Service

covering the

Operating Services, Headquarters

and the

Facility Services, Merrifield, VA

November 21, 2000 - November 20, 2005

APWU

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Note

1. The provisions of the 1998-2000 Agreement covering the Operating Services, Headquarters and the Facility Services, Merrifield, Virginia, remained in full force and effect from 12 midnight, **November 21, 2000** until 12 midnight, **August 9, 2002** unless otherwise provided.
2. Cross-references to relevant Memoranda of Understanding are included in the text of the Agreement; the location of the cross-references is for the convenience of the reader, and in no way affects the content or intent of the Agreement or the Memoranda.
3. **Bold face type** in the text indicates revised or new language. Bold face type in headings does not necessarily indicate change.
4. **Pursuant to the parties' agreement to extend the 2000 Operating Services Agreement to November 20, 2005, modifications have been made herein to Article 9, 21, 26 and 40 and the Layoff Protection Memo. All other memoranda automatically extend through the term of this agreement unless otherwise provided.**

Preamble

This Agreement (referred to as the **2000** Operating Services Agreement) is entered into by and between the United States Postal Service (hereinafter called "the Employer") and the American Postal Workers Union, AFL-CIO (hereinafter called "the Union"). The terms of this Agreement are effective November 21, **2000**, unless otherwise provided. The Operating Services Agreement covers employees represented by the Union (1) in the Operating Services in the Employer's Headquarters Building in Washington, D.C., and (2) in the Facility Services in the Employer's Engineering Facility Services, Merrifield, Virginia, as defined in Article 1 of this Agreement.

It is the intent of the parties hereto to set forth herein their agreement with respect to rates of pay, wages, hours of work and conditions of employment to be observed by the Employer, the Union, and the employees covered by this Agreement.

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

**ARTICLE 1
UNION RECOGNITION**

Section 1. Recognition

The Employer recognizes the Union as the exclusive bargaining representative of all employees employed by the Employer in its Operating Services at its Headquarters Building, 475 L'Enfant Plaza, S. W., Washington, D. C., as encompassed by the NLRB certification in Case 5-RC-9366(P), dated March 12, 1976, and as the exclusive bargaining representative of all mailroom and maintenance employees employed by the Employer at its Engineering Facility Services, Merrifield, Virginia, as encompassed by the NLRB certification in Case 5-RC-10368(P), dated March 24, 1978. The above certifications exclude office clerical employees, confidential employees, Postal Police Officers (PPO), and supervisors, as defined by the National Labor Relations Act.

Section 2. Exclusions

The employees described in the collective bargaining unit set forth above do not include, and this Agreement does not apply to:

- a. Managerial and supervisory personnel;
- b. Professional employees;
- c. Employees engaged in personnel work;
- d. All Postal Inspection Service employees, including security guards as defined in Public Law 91-375, Section 1201(2) ;
- e. Casual employees in the supplemental work force.

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

Section 1. Non-Discrimination.

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age or marital status. In addition, consistent with the other provisions of this Agreement there shall be no unlawful discrimination against handicapped employees, as prohibited by the Rehabilitation Act.

(See Memo page 80)

Section 2. Grievances.

Grievances arising under this Article may be filed at Step 2 of the grievance procedure. Class actions arising under this Article may be filed directly at the national level. The provisions of the grievance-arbitration procedure set forth in Article 15 of this Agreement shall be applicable to grievances initiated under this Article.

**ARTICLE 3
MANAGEMENT RIGHTS**

Section 1. Management Rights

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

- A. To direct employees of the Employer in the performance of official duties;
- B. To hire, promote, transfer, assign, and retain employees in positions within the Postal Service and to suspend, demote, discharge, or take other disciplinary action against such employees;
- C. To maintain the efficiency of the operations entrusted to it;
- D. To determine the methods, means, and personnel by which such operations are to be conducted;
- E. To prescribe a uniform dress to be worn by employees in the bargaining unit; and
- F. To take whatever actions that may be necessary to carry out the mission of the Employer in emergency situations, i.e. , an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 4 TECHNOLOGICAL AND MECHANIZATION CHANGES

Section 1. Advance Notice

The Employer agrees that, before implementing any technological or mechanization changes which affect jobs, including new or changed jobs, wages, hours or working conditions, it will inform the Union as far in advance as practicable.

Section 2. Labor-Management Committee

The parties agree that the Labor-Management Committee shall be a forum for discussions of planned technological or mechanization changes in the Operating Services and Facility Services.

Section 3. New Jobs

Any new job or jobs created by technological or mechanization changes shall be offered to present employees capable of being trained within a reasonable period to perform the new or changed job and the Employer will provide such training. During training, the employee will maintain his/her rate. The training herein referred to normally shall not exceed sixty (60) days.

An employee whose job is eliminated and who cannot be placed in a job of equal grade shall be entitled to saved grade for a period of two (2) years and shall be assigned to any lower level bargaining unit position for which the employee is qualified, provided that such a position is available.

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

**ARTICLE 5
PROHIBITION OF UNILATERAL ACTION**

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

**ARTICLE 6
LAYOFF OR REDUCTION IN FORCE**

Section 1. Employees on the Rolls Prior to January 13, 1979

It is agreed by the Employer that no full-time bargaining unit employee on the rolls prior to January 13, 1979, will be laid off on an involuntary basis except as provided in Article 12.

It is the intent of this provision to provide security to each such employee during that employee's work lifetime.

Section 2. Employees Completing Six Years of Continuous Service

Full-time employees who become members of the bargaining unit after January 13, 1979, shall be provided the same protection afforded full-time employees in Section 1 above, upon completion of six years of continuous service which is defined as having worked in at least 20 pay periods during each of the six years.

Section 3. Employees With Less Than Six Years of Continuous Service

Full-time employees hired into the bargaining unit on or after January 13, 1979, and who have not acquired the protection provided under Section 2 above, may be laid off for lack of work or for other legitimate reasons.

(See Memo page 79)

**ARTICLE 7
EMPLOYEE CLASSIFICATION**

Section 1. Definition

The Employer shall staff the bargaining units as defined in Article 1 with full-time and casual work force employees as deemed necessary to carry out the mission of the U.S. Postal Service.

- A. Full-time employees shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to work schedules consisting of five (5) eight (8) hour days in a service week.
- B. Casual employees may be hired pursuant to such procedures as the Employer may establish and may be utilized as a supplemental work force. Such employees shall be available to work flexible hours as assigned by the Employer during the course of a service week. Casual employees shall not be hired in lieu of full-time employees, and are limited to one (1) ninety (90) day term of employment during a calendar year. Prior to hiring casual employees, the Employer will notify the Union at the National level of the number of casuals to be hired and the reasons therefor. The Union may request a meeting to discuss the Employer's action.

Section 2. Employment and Work Assignments

- A. Normally, work in different occupational groups or grade levels will not be combined into one work assignment. However, to provide maximum full-time employment and to provide the necessary flexibility, management may establish work assignments by including work within different occupational groups or grade levels.
- B. In the event of insufficient work on any particular day or days, management may assign employees to any available work in the same or a lower wage level for which they are qualified.

- C. During exceptionally heavy workload periods, management may assign employees to any work commensurate with their capabilities in the heavy workload area for such time as the Employer determines necessary.
- D. Employees assigned to perform work in a lower salary level under the provisions of this Section shall be compensated at their regular salary rate. Employees assigned to higher level duties under the provisions of this Article shall be compensated in accordance with the provisions governing higher level duties.

ARTICLE 8 HOURS OF WORK

Section 1. Work Week

The work week shall be forty (40) hours per week, eight (8) hours per day, excluding lunch periods.

Section 2. Work Schedules

- A. The employee's service week shall be a calendar week beginning at 12: 01 a.m. Saturday and ending 12 midnight the following Friday.
- B. The employee's service day is the calendar day on which the majority of work is scheduled. Where the work schedule is distributed evenly over two calendar days, the service day is the calendar day on which such work schedule begins.
- C. The employee's normal work week is five (5) days, each consisting of eight (8) hours within eight and one-half (8-1/2) hours.

Section 3. Overtime Work

- A. Overtime pay is to be paid at the rate of one and one-half (1-1/2) times the base hourly straight-time rate for each employee.

Article 8.4

- B. Overtime shall be paid to employees for work performed after eight (8) hours on duty in any one day or forty (40) hours in any one service week. The Employer shall pay overtime to employees for time worked outside of their regularly scheduled work week at the request of the Employer.
- C. 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 4. Overtime Assignments

When needed, overtime work shall be offered to qualified employees doing similar work. Overtime shall be on a voluntary basis where practicable and shall be offered on an equitable basis.

Section 5. Sunday Premium

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 straight-time rate 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 6. Night Shift Differential

Effective for the period November 21, 1998, through November 20, 2000, for time worked between the hours of 6:00 p.m. and 6:00 a.m. career 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.

Effective November 22, 1997, for time worked between the hours of 6:00 p.m. and 6:00 a.m. career employees shall be paid additional compensation at the applicable flat dollar amount at each pay grade and step in accordance with Appendix B attached hereto.

As soon as administratively practicable, career employees on the payroll as of November 21, 1995, shall be paid a one-time cash payment equal to twelve cents (\$.12) times the number of hours for which each was paid a night shift differential premium during the thirteen (13) accounting periods ending September 15, 1995.

Section 7. Guarantees

- A. An employee called in outside the employee's regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof where less than four (4) hours of work is available. Such guaranteed minimum shall not apply to an employee called in who continues working on into the employee's regularly scheduled shift. When an employee is called in on the employee's non-scheduled day, the employee will be guaranteed four (4) hours work or pay in lieu thereof.

- B. When Management determines that operational requirements necessitate assigning a pager to an employee whom it may need to call at home, the employee will be paid one (1) hour at the employee's base straight-time rate for each twenty-four (24) hour period or fraction thereof during which the pager is assigned.

**ARTICLE 9
SALARIES AND WAGES**

Section 1. Basic Annual Salary

For those grades and steps in effect during the term of the **1998** Agreement, the basic annual salary schedules, for those employees covered under the terms and conditions of this Agreement shall be increased as follows:

Effective November **18, 2000** --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 that was in effect on **September 9, 2000**.

Effective November **17, 2001** --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 that was in effect on **September 9, 2000**.

Effective November **16, 2002** --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 that was in effect on **September 9, 2000**.

Effective November **15, 2003** - 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 that was in effect on **September 9, 2000**.

Effective November **27, 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 that is in effect on **September 11, 2004**

Section 2. Step Progression Schedule

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

<u>From Step</u>	<u>To Step</u>	<u>Waiting Period (in weeks)</u>
For OS Grades 1, 2, and 3		
AA	A	96
A	B	96
B	C	88
C	D	88
D	E	44
E	F	44
F	G	44
G	H	44
H	I	44
I	J	44
J	K	34
K	L	34
L	M	26
M	N	26
N	O	24

<u>From Step</u>	<u>To Step</u>	<u>Waiting Period (in weeks)</u>
For OS Grades 4, 5, 6, and 7		
A	B	96
B	C	96
C	D	44
D	E	44
E	F	44
F	G	44
G	H	44

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H	I	44
I	J	44
J	K	34
K	L	34
L	M	26
M	N	26
N	O	24

From <u>Step</u>	To <u>Step</u>	Waiting Period <u>(in weeks)</u>
For OS Grades 8 and 9		
C	D	52
D	E	44
E	F	44
F	G	44
G	H	44
H	I	44
I	J	44
J	K	34
K	L	34
L	M	26
M	N	26
N	O	24

Section 3. One-Time Cash Payments

A. Full-Time Employees

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

Effective December 18, 2001 \$499

Section 4. 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."

"Consumer Price Index Base" refers to the Consumer Price Index for the month of October **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 4.C, below, effective on the following dates:

-the second full pay period after the release of the January **2002** Index

~~¥~~the second full pay period after the release of the July **2002** Index

~~¥~~the second full pay period after the release of the January **2003** Index

~~¥~~the second full pay period after the release of the July **2003** Index

~~¥~~**the second full pay period after the release of the January 2004 Index**

~~¥~~**the second full pay period after the release of the July 2004 Index**

~~¥~~**the second full pay period after the release of the January 2005 Index**

~~¥~~**the second full pay period after the release of the July 2005 Index**

C. The basic salary schedules provided for in this Agreement shall be increased one cent per hour for each full 0.4 of a point increase in the

Article 9.4.C

applicable Index above the Base Index. For example, if the increase in the Index from October **2001** to January **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 Section **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 **4.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 5. Application of Salary Rates

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

Section 6. Granting Step Increases

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

Section 7. Rate Retention Provisions

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 conditions contained in Article 4, Section 3.

**ARTICLE 10
LEAVE**

Section 1. Leave Funding

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

(See Memos, pages 84-88)

Section 2. Choice Vacation Period

- A. The period from March 1 of the leave year to the last day of that same leave year shall be designated as the choice vacation period.
- B. Care shall be exercised to assure that no employee is required to forfeit any part of such employee's annual leave provided that the forfeiture of such leave was not attributable to the employee.
- C. Once leave has been approved, every reasonable effort shall be made to honor the commitment. Under exceptional circumstances, overtime may be utilized to cover such absences.
- D. Annual leave shall be granted as follows:
 - 1. Employees who earn thirteen (13) days annual leave 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. Upon approval of the Employer, the remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.
- E. The vacation period shall start on the first day of the employee's basic work week. Exceptions may be granted by agreement among the employee, the Union steward, and the Employer.
- F. An employee who is called for jury duty during the employee's scheduled choice vacation period is eligible for another period provided this does not deprive any other employee of first choice for scheduled vacation and does not increase the number of days of annual leave to which the employee may be entitled under D, 1 and 2 of this Section.

Section 3. 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 the official bulletin board in each Section 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. A copy of such notice shall be provided to the Union.
- B. As soon after January 1 as practicable, the Employer shall:
 1. Determine the amount of annual leave accrued to each employee's credit including that for the current year and the amount he/she expects to take in the current year.
 2. Determine the final date for submission of applications for the employee's choice vacation period.

Article 10.3.B

3. Provide official notice to each employee of the vacation schedule approved for each employee and post on the official bulletin board in each Section the approved vacation schedule.
4. Meet with an officer of the Union and provide the officer with a copy of the approved vacation schedule.

Section 4. Sick Leave

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

- A. Credit employees with sick leave as earned.
- B. Charge to annual leave or leave without pay (at employee's option) approved absence for which employee has insufficient sick leave.
- C. Employee becoming ill while on scheduled annual leave may have the period that the employee is ill charged to sick leave in accordance with applicable sick leave regulations.
- D. Sick leave shall be charged in minimum units of less than one (1) hour.
- E. For periods of absence of three (3) days or less, a supervisor may accept an employee's certification as reason for an absence, unless the employee has been previously placed on leave restriction.

ARTICLE 11 HOLIDAYS

Section 1. Holidays Observed

The following ten (10) days shall be considered paid holidays for employees:

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

Section 2. Eligibility

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

Section 3. Payment

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

Article 11

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

Section 4. Holiday Work

- A. An employee required to work on a holiday other than Christmas shall be paid the base hourly straight time rate for each hour worked up to eight (8) hours. **Effective February 2, 2002, employees who work their holiday, at their option, may elect to have their annual leave balance credited with eight (8) hours of annual leave or receive holiday leave pay to which the employee is entitled as above described.**
- B. An employee required to work on Christmas shall be paid one and one-half (1-1/2) times the base hourly straight time rate for each hour worked. **Effective February 2, 2002, employees who work their holiday, at their option, may elect to have their annual leave balance credited with eight(8) hours of annual leave or receive holiday leave pay to which the employee is entitled as above described.**
- 3. Deferred holiday leave credited in accordance with Section 4.A or 4.B, above, will be subject to all applicable rules for requesting and scheduling annual leave and shall be combined with annual leave and counted as annual leave for purposes of annual leave carryover.
- D. An employee required to work on a holiday including Christmas shall be guaranteed a minimum of eight (8) consecutive hours of work or pay in lieu thereof where less than eight (8) hours of work is available. The employee may request early release during the guarantee period by submitting PS Form 3971 and the employee's timecard will only reflect actual time worked.

Section 5. Holiday on Non-Work Day

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

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

Section 6. Holiday Schedule

The Employer will determine the number and categories of employees needed from each tour for holiday work and a schedule shall be posted as of the Wednesday preceding the service week in which the holiday falls. As many employees as can be spared will be excused from duty on a holiday or day designated as their holiday. An employee scheduled to work on a holiday who does not work shall not receive holiday pay unless such absence is based on an extreme emergency situation and is excused by the Employer. Employees shall be selected for holiday work by tour, and in the first instance, on a voluntary basis. First preference shall be in the order of seniority by tour. If additional employees are needed, junior employees will be utilized first, by tour.

**ARTICLE 12
PRINCIPLES OF SENIORITY
POSTING AND REASSIGNMENTS**

Section 1. Probationary Period

- A. All new or rehired employees in the bargaining units as defined in Article 1 shall serve a probationary period of ninety (90) calendar days after the last date of hire. The Employer shall have the right to separate from its employ or layoff any probationary employee at any time during the probationary period. Such probationary employee shall not be permitted access to the grievance procedure in relation thereto.
- B. The parties recognize that the failure of the Employer to discover a falsification by the employee in the employment application prior to the expiration of the probationary period shall not bar the use of such falsification as a reason for discharge.
- C. When an employee completes the probationary period, seniority will be computed, and may be used in accordance with the provisions of this Agreement, as the date of last hire in the unit.
- D. If an employee's separation was due to disability, the employee's seniority shall be established in accordance with Section 2 of this Article, if applicable.

Section 2. Seniority

- A. Introduction
 - 1. The U.S. Postal Service and the APWU, AFL-CIO, agree to the following seniority principles which replace all former rules instructions and practices, if any.
 - 2. This Article will continue relative seniority standings properly established under past instructions, rules and

practices and the Article shall be so applied. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

B. Coverage

These rules apply to all employees in the regular work force when a guide is necessary for filling vacant assignments and for other purposes in each installation as set forth in this Agreement. No employee, solely by reason of this Article, shall be displaced from an assignment the employee gained in accord with former rules. These rules shall apply to both installations where the Union has exclusive bargaining rights; however, separate seniority lists shall be maintained and the seniority list of one installation shall not be combined with, or added to, the seniority list of the other installation.

C. Responsibility

The Employer is responsible for day-to-day administration of seniority. The Employer shall post on the official bulletin boards in each installation and furnish the Union a copy of the current seniority list upon the signing of this Agreement. The Employer shall post an updated seniority list on the official bulletin boards in each installation and furnish the Union with an updated list on the anniversary date of the signing of this Agreement. The application of this Article shall be a proper subject of discussion at the joint Labor-Management Committee meetings.

D. Definitions

Article 12.2.B

1. The bargaining unit, as identified in Article 1, is composed of those positions for which the Union has secured exclusive recognition at the National level.
 2. Seniority for preferred assignments, and for other purposes as set forth in this Agreement, determines the relative standing among full-time regular employees in the bargaining unit in each of the installations. Seniority of newly appointed employees will be computed from the last date of hire in each of the respective installations and continue to accrue so long as service is uninterrupted except as otherwise specifically provided by the provisions of this Agreement or by law.
 3. A duty assignment is a set of duties and responsibilities within a recognized position regularly scheduled during specific hours of the workday.
 4. A preferred duty assignment is any assignment preferred by a full-time regular employee.
 5. A bid is a written request by a full-time regular employee who is eligible to bid on a vacancy or newly established duty assignment. Such requests shall be submitted to the supervisor where the vacancy exists.
- E. Changes in Which Seniority is Retained, Regained or Restored

On reinstatement or reemployment after separation caused by disability, retirement, or resignation because of personal illness and the employee so stated this reason in the resignation and furnished satisfactory evidence for inclusion in the employee's personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same installation and in the same salary level from which originally separated; provided application for reinstatement or reemployment is made within six (6) months from the date of recovery. The date of recovery in the

case of disability retirement or disability separation must be supported by notice of recovery from the Compensation Group, Office of Personnel Management or the Office of Workers' Compensation Programs, respectively; and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner.

F. Changes in Which Seniority is Lost

Except as specifically provided elsewhere in this Agreement, an employee begins a new period of seniority:

- A. Upon reinstatement or reemployment.
- B. Upon voluntary transfer into the bargaining unit.
- C. Upon a mutual exchange between two employees.
- D. Upon transfer between the two installations.

G. Filling Positions Reevaluated in the Bargaining Unit

- 1. When an occupied job assignment is upgraded on the basis of the present duties:
 - a. The incumbent will remain in the upgraded job assignment provided the incumbent has been in that job assignment for more than one (1) year.
 - b. The job assignment will be posted for bid in accordance with the Agreement if the incumbent has not been in the job assignment for more than one (1) year.
- 2. When an occupied job assignment is upgraded on the basis of duties which are added to the job assignment:

Article 12.3.B.3

- a. The incumbent will remain in the upgraded job assignment provided the incumbent has satisfactorily performed the added duties for more than one (1) year. The one (1) year of required incumbency in the job assignment begins when the duty or duties were added which permitted the job assignment to be reranked.
- b. The job assignment will be posted for bid in accordance with the Agreement if the incumbent has not been in the job assignment more than one (1) year since the date when the duty or duties were added which later permitted the job assignment to be reranked.

Section 3. Principles of Posting

- A. Newly established and vacant duty assignments involving a change in starting time or off-days shall be posted as follows:
 1. All newly established duty assignments shall be posted within ten (10) days for full-time regular employees eligible to bid. All vacant duty assignments shall be posted within thirty (30) days after they occur unless such vacant duty assignments are reverted.
 2. If a vacant duty assignment has not been posted within thirty (30) days, local management shall advise the Union in writing of the reason the position is being withheld and the anticipated length of time such position will remain vacant. Unless mutual agreement is reached on an extended withholding period, local management shall periodically advise the Union as to the reasons for withholding a vacancy.

If the vacant assignment is reverted, a notice shall be posted within ten (10) working days advising of the action taken and the reason (s) therefor.

3. When it is necessary that fixed scheduled day(s) of work in the basic workweek for a duty assignment be permanently changed, the affected assignment shall be reposted.
4. It is agreed that the Employer is not required to repost a position unless at least fifty percent (50%) of the duties or fifty percent (50%) of the principal assignment area has been changed.
5. No assignment will be posted because of change in starting time unless the change exceeds two (2) hours. If, during the life of this Agreement, there are cumulative changes in the starting time which exceed two (2) hours, the assignment may be reposted.
6. Without exception, posting and bidding for preferred duty assignments shall be by occupational group and level, and shall be restricted to employees in the installation where the vacancy exists.

B. Place of Posting

The notice inviting bids for an assignment shall be posted on the official bulletin boards in each installation where the vacancy exists. Copies of the notice shall be given to the Union. When an employee on approved leave has so requested in writing, stating his/her mailing address, a copy of any notice inviting bids for which the employee is eligible shall be mailed to the employee.

C. Length of Posting

A notice shall remain posted for ten (10) calendar days, unless it is mutually agreed by the parties at the local level to establish a different length of time for the posting period.

Article 12.3.D

D. Information on Notices

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

1. The duty assignment by position, title and number.
2. Salary level.
3. Hours of duty (beginning and ending).
4. The principal assignment area.
5. Qualification standards and occupational code number when such standards or code number is available.
6. Unusual physical requirements.
7. Invitation to employees to submit bids.
8. The fixed days of work.
9. All bids shall be submitted in writing on a standard bid form provided by the Employer and shall be date stamped upon receipt.
10. In instances where more than one duty assignment is posted for which the employee is eligible to bid, the employee may indicate preferences on the bid form. An employee, who has submitted a bid, shall have the right to withdraw in writing, anytime before the closing date of the bid. Such withdrawal, to be effective, shall be backstamped by the Employer.

E. Successful Bidder

1. Within ten (10) days after the closing date of the bid, local management shall post a notice stating the successful bidder and seniority date. The senior qualified bidder meeting the qualification standards established for the position shall be designated the "successful bidder."
2. The successful bidder must be placed in the new assignment soon as practicable, but no later than fifteen (15) days from the date of the announcement of the successful bidder.
3. Normally, the successful bidder shall work the duty assignment as posted. Unless unusual circumstances exist (and the Union is advised), employees will not be required to work in another installation except on a voluntary basis.

Section 4. Advancement Opportunities

A. General Principles

The Employer agrees to place particular emphasis upon career advancement opportunities. First opportunity for promotions shall be given to qualified career employees. The Employer will assist employees to improve their own skills through training and self-help programs.

B. Craft Promotions

When an opportunity for promotion to a position exists in either of the bargaining units as defined in Article 1, an announcement shall be posted on official bulletin boards in each facility soliciting applications from employees. If an employee is on approved leave and has so requested in writing, stating his/her mailing address, a copy of the announcement soliciting applications shall be mailed to the employee. If the employee is absent for training purposes, the announcement shall be mailed to the employee automatically.

Article 12.4.C

C. Best Qualified Selection

Employees meeting the qualifications for the position shall be given first consideration. The best qualified applicant shall be selected for the position.

Section 5. Principles of Reassignment

A. A primary principle in effecting reassignment of excess bargaining unit employees from Operating Services, Headquarters, and the Facility Services, Merrifield, Virginia, of the Engineering Facility Services to other installations will be that dislocation and inconvenience to employees shall be kept to a minimum. Such reassignments shall be made in accordance with this Article.

B. As far in advance as possible, the Employer will meet with the Union to fully advise the Union concerning the reassignment. If the Union believes the reassignment violates this Agreement, the matter may be grieved.

C. When employees are excessed out of the Operating Services or the Facility Services, the Employer agrees that every reasonable effort will be made to reassign such employees to installations within the metropolitan area.

D. The Union may request a comparative work hour report sixty (60) days after the excessing of such employees. If a review of the report does not substantiate that conditions warranted the action taken, such employee(s) shall be entitled to return. If the entitlement to return is denied, the employee(s) shall have access to the grievance-arbitration procedure.

ARTICLE 13
ASSIGNMENT OF ILL OR INJURED REGULAR
WORK FORCE EMPLOYEES

Section 1. Procedure

The Employer and the Union recognize their responsibility to aid and assist deserving employees of the regular work force who, because of illness or injury, are unable to perform their regularly assigned duties. Upon the written request of an employee and where consistent with the efficient operation of the Employer, the Employer shall make every effort to assign an employee, who, because of accident or illness, is unable to perform his/her normal duties, to any available job for which the employee is physically capable. An employee shall be eligible for such assignment upon certification from the employee's physician, and a confirmation of such certification by a physician selected by the Employer if the Employer so requests. Such certification shall state the nature of the illness and/or injury of the employee, the limitations on the employee's work ability, a description of the work the employee can perform, and a prognosis for recovery.

In the event of conflicting findings on the employee's physical capabilities by the employee's physician and the physician selected by the Employer in cases not arising out of an occupational illness or injury, the Union may request the opinion of a third physician. The third physician shall be selected from a list supplied by the local Medical Society of three (3) Board Certified Specialists in the medical field for the condition in question. The Employer and the Union will each strike one name from the list. The Employer will supply the selected physician with all relevant facts including the job descriptions and occupational physical requirements of the employee's current position as well as any available job under consideration. The third physician's determination will be final as to the employee's medical condition and occupational limitations. The costs of the services of the third physician shall be shared by the Union and the Employer.

Section 2. Compensation

In the event such temporary reassignment is to another job, the employee's pay rate shall remain the same for a period not to exceed three (3) months.

Section 3. Duration

At the end of three (3) months in such assignment, if the employee's medical prognosis is that the employee will not be capable of filling his/her old position within three (3) additional months, the employee may be permanently assigned to the job he/she then holds, or the employee may bid for any other vacancy without restriction as to pay level up to and including the employee's old pay level in accordance with Article 12.

ARTICLE 14 SAFETY AND HEALTH

Section 1. Responsibilities

It is the responsibility of management to provide safe working conditions in the Operating Services and the Facility Services and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility.

Section 2. Cooperation

The Employer and the Union insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions. All 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 forms to be used by employees in reporting unsafe and unhealthful conditions. If an employee believes he/she is being required to work under unsafe conditions, such employee may:

a) notify such employee's supervisor who will immediately investigate the condition and take corrective action if necessary; b) file a grievance if no appropriate corrective action is initiated within 24 hours; and/or c) make a written report to the Labor-Management Committee.

Section 3. Implementation

To assist in the positive implementation of the program:

A. Safety Administration

Safety and health shall be a proper subject for discussion at the Labor-Management Committee meetings as established under Article 17. Individual grievances shall not be made the subject of discussion during Labor-Management Committee meetings.

B. Health Services

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

C. Occupational Safety and Health Act

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

ARTICLE 15 GRIEVANCE-ARBITRATION PROCEDURE

Section 1. Definition

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement. All disputes related to wages, hours, and working conditions, shall be processed through the grievance-arbitration procedure set forth in this Article prior to proceeding in any other forum.

Section 2. Procedure

Step 1: The employee must discuss a grievance with the employee's immediate supervisor within fourteen (14) calendar days of when the employee or the Union has learned or may reasonably have been expected to have learned of its cause. The employee may be accompanied by his/her steward, if the employee so desires. The supervisor shall render a decision within five (5) days, stating the reasons therefor. A final decision with respect to any grievance in Step 1 shall apply to that grievance only and shall not in any manner become a binding precedent which shall bind the parties as an interpretation of this Agreement. 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 head of the Operating Services, or the Facility Services or their designee at the installation where the grievance arose and shall be made by completing the standard grievance form.

The Union may also initiate a grievance at Step 1 in accordance with the above.

Both the management representative and the steward or Union representative at this or any higher step of the procedure shall have the

Article 15.2

authority to settle the grievance, with the steward or Union representative having the additional authority to settle or withdraw the grievance in whole or in part. No resolution reached as a result of such discussion at this Step shall be a precedent for any purpose.

Step 2: The employee shall be represented by a steward or a Union officer. The head of the Operating Services, or the Facility Services, or their designee will meet with the steward or Union officer as expeditiously as possible, but no later than seven (7) days after receipt of the appeal. 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 reasons therefor. The Union shall be entitled to appeal an adverse decision to Step 3 of the grievance procedure within fifteen (15) days after receipt of the Employer's Step 2 decision.

The Union may initiate a class grievance at Step 2 when the grievance concerns identical complaints of more than one employee.

Step 3: The parties shall meet at the National level within fifteen (15) days of receipt 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 therefor. If the parties are not able to resolve the grievance, the Union shall be entitled to refer the grievance to arbitration within twenty-one (21) days in accordance with the provisions of Section 15.3.

Either the Union or the Employer is entitled to by-pass the procedures provided in Step 3.

Failure of the Employer to render a decision in any of the Steps of this procedure within the time therein provided for, unless time limits have been extended by mutual agreement, shall be deemed to move the grievance to the next step of the grievance procedure.

The failure of the employee or the Union in Step 1, or the Union thereafter to meet the prescribed time limits of the Steps of this procedure, including arbitration, shall be considered as a waiver of the grievance. However, if the Employer fails to raise the issue of

timeliness at Step 2, or a subsequent step at which the employee or Union failed to meet the prescribed time limits, such objection to the processing of the grievance is waived.

It is agreed that, in the event of a dispute between the parties relative to the interpretation of this Agreement, the Union may initiate a grievance at Step 3 of this procedure. The parties shall meet at Step 3 within (30) days to attempt to resolve the grievance. If within sixty (60) days of the initiation of the grievance, it has not been resolved, the Union may appeal it to arbitration within thirty (30) days thereafter.

Section 3. Arbitration

- A.** A request for arbitration must be submitted within the time limits for appeal. The parties shall use mutually established national, regional, and expedited (as appropriate) arbitration panels to decide disputes arising between the Employer and the Union under this Agreement. The arbitrator's decision will be final and binding. The arbitrator shall, if possible, render an award within thirty (30) days of the closing 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 shall be shared equally by the parties.
- B.** 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 one (1) week prior to the scheduled arbitration hearing.

**ARTICLE 16
DISCIPLINE PROCEDURES**

Section 1. Statement of Principle

In the administration of this Article, a basic principle shall be that discipline should be corrective in nature rather than punitive and, where warranted, discipline should be progressive. No employee may be disciplined or discharged except for just cause. Any such discipline or discharge shall be subject to the grievance-arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

[See Memo page 84]

Section 2. Discussion

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

Section 3. Letter of Warning

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

Section 4. Suspensions of 14 Days or Less

In the case of discipline involving suspensions of fourteen (14) days or less, the employee against whom disciplinary action is sought to be initiated shall be served with a written notice of the charges against the employee and shall be further informed that he/she will be suspended after ten (10) working 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.

Section 5. Suspensions of More Than 14 Days or Discharge

In the case of suspensions of more than fourteen (14) days or of discharge, any employee shall, unless otherwise provided herein, be entitled to an advance written notice of the charges 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 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 discharge to the Merit Systems Protection Board (MSPB) rather than through the grievance-arbitration procedure shall remain on the rolls (non-pay status) until disposition of the case either by settlement or through exhaustion of his appeal to the MSPB.

When there is a 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 notice of indefinite suspension, but shall give such lesser number of days 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.

If an employee is given an indefinite suspension, the reasonable cause of that suspension is grievable. The arbitrator shall have the authority to reinstate and make the employee whole for the entire period of the indefinite suspension.

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.

Section 6. Emergency Procedure

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

Section 7. Review of Discipline

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

Section 8. 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 3, 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 8.A1, 2 or 3 above, the case will be scheduled promptly for arbitration. Should the grievance ultimately be sustained or modified in arbitration, the preference eligible employee will have no entitlement to back pay under the National Agreement for the period from the date the case would have been scheduled for arbitration and the date it is actually scheduled for arbitration.

Section 9. Employee Discipline Records

The records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two (2) years, except that in the case of a discussion, the records of discussion of an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against an employee for a period of one (1) year.

**ARTICLE 17
REPRESENTATION**

Section 1. Stewards

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

Section 2. Appointment of Stewards

A. Union Certification

The Union signatory to this Agreement will certify to the Employer in writing a steward or stewards and alternates, in accordance with the following general guidelines. Where more than one steward is appointed, one shall be designated chief steward. The selection and appointment of stewards or chief steward is the sole and exclusive function of the Union. At each installation (Headquarters building and Engineering Facility Services) no more than one (1) steward will be designated from each tour to represent all bargaining unit employees, except that, at any time the number of bargaining unit employees on duty exceeds forty-nine (49), the Union shall be entitled to one (1) additional steward. An alternate steward may be appointed as a replacement for each certified steward. The alternate shall be appointed from the same tour as the certified steward and shall serve only when the certified steward is absent from duty.

B. Other Union Representations

The Union may designate, in writing, one (1) Union officer 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 provisions of Section 2.A, above, and shall be in accordance with Section 3,

below. Payment, when applicable, shall be in accordance with Section 4, below.

Section 3. Rights of Stewards

When it is necessary for a steward to leave his/her work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, the steward shall request permission from the immediate supervisor and such request shall not be unreasonably denied. In the event the duties require the steward to leave the work assignment for purposes of investigating and discussing grievances and to interview a bargaining unit employee under the supervision of another supervisor, the steward must also receive permission from that supervisor prior to the interview with the employee and such request shall not be unreasonably denied.

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

When serving as a steward or chief steward, an employee may not be involuntarily transferred to another tour unless there is no other assignment within the employee's occupational group or level on the employee's tour.

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 be on a voluntary basis.

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Section 4. Payment of Stewards

The Employer will authorize payment only under the following conditions:

A. Grievances:

Step 1 - The Union steward on the same tour as the aggrieved and the aggrieved will be authorized payment only for time actually spent in grievance handling at Step 1, provided such activity occurs during the regularly scheduled work hours of the aggrieved and the Union steward. The Employer will also compensate a steward for the time reasonably necessary to write a grievance, so long as this activity occurs during the regularly scheduled work hours of the steward.

Step 2 - The Employer will compensate the steward for the time reasonably necessary to handle grievances at Step 2, provided such activity occurs during the regularly scheduled work hours of the steward.

B. Meetings called by the Employer:

Two (2) stewards shall be compensated for attendance at meetings called by the Employer which concern contract application and which are held during the stewards' normal work hours.

Section 5. Labor-Management Committee Meetings

The Union party to this Agreement shall be entitled to joint Labor-Management Committee meetings with the Employer. These meetings shall be held for the purpose of discussing and considering with management matters of mutual concern. The Employer will compensate two (2) bargaining unit employees designated as the representatives from the Union for actual time spent in the meeting at their applicable rate providing the time spent in such meeting is a part of the employee's regularly scheduled work hours. Meetings may be held

quarterly or upon request of either party. Neither party shall attempt to change, add to or vary the terms of this Agreement at these meetings.

Section 6. New Employee Orientation

The Employer agrees to permit the Union steward, who is on duty during the new hire's tour, a reasonable amount of time to address new hires in bargaining unit positions in the bargaining units as defined in Article 1 only during the new hire's tour.

Section 7. Checkoff

A. Deductions by Employer

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

B. Dues Authorization Form

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. Standard Form 1187 Honored

Notwithstanding the foregoing, employees' 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. Indemnification

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. Payroll Deductions

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

**ARTICLE 18
NO STRIKE**

Section 1. Statement of Principle

The National and the local Union in behalf of its members agrees that it will not call or sanction a strike or work slowdown.

Section 2. Union Actions

The National and the local Union 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.

ARTICLE 19 HANDBOOKS AND MANUALS

Section 1. Statement of Principle

Nothing in any handbook, manual, or published regulation shall conflict with this Agreement. Those parts of any such handbook, manual, or published regulation that directly relate to wages, hours, or working conditions, as they apply to employees covered by this Agreement, 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.

Section 2. Notice of Proposed Changes

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

**ARTICLE 20
PARKING**

The Employer agrees that every effort will be made to provide parking for employees covered by this Agreement, utilizing the existing parking facilities and in accordance with current parking regulations.

ARTICLE 21 BENEFIT PLANS

Section 1. Health Benefits

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

A. The Office of Personnel Management shall calculate the subscription charges under the FEHBP that will be in effect on the first day of the first pay period of 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 2002, 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 **2002, 2003, 2004, 2005 and 2006.**

Section 2. Life Insurance

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

Section 3. Retirement

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

Section 4. Injury Compensation

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

Section 5. Health Benefit Brochures

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

**ARTICLE 22
BULLETIN BOARDS**

For the purpose of posting appropriate Union notices, the Employer shall furnish two (2) bulletin boards in the Operating Services and Facility Services area of each of the installations. The bulletin boards shall be for the exclusive use of the Union.

**ARTICLE 23
RIGHTS OF UNION OFFICIALS TO
ENTER POSTAL INSTALLATIONS**

Upon reasonable notice to the head of Operating Services, or Facility Services, or their designee, and at a mutually agreeable time, a duly authorized Union official may be permitted to enter a specified area of the Headquarters building or Engineering Facility Services for the purpose of performing and engaging in official Union duties and business related to this Collective Bargaining Agreement. No Union official may enter any area of the Headquarters building or Engineering Facility Services without the express consent of management except as elsewhere provided in this Agreement.

There shall be no interruption of the work of employees due to such visits and such official shall adhere to the established security regulations.

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

Section 1. Continuation of Benefits

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

Section 2. Leave for Union Conventions

A maximum of two (2) employees from the Headquarters installation and one (1) employee from the Merrifield, Virginia installation may be granted annual leave or leave without pay at the election of the employee to attend National, State and Regional Union Conventions provided that a request for leave has been submitted by the employee to the Section head as soon as practicable and provided that approval of such leave does not result in a significantly adverse effect on the service needs of the Operating Services or the Facility Services.

Section 3. Leave Prior to Choice Vacation Schedule

If the requested leave is submitted prior to the determination of the vacation period schedule, it will be granted prior to making commitments for vacations, and will be considered part of the total vacation plan for all the facility.

Section 4. Choice Vacation Period

If the requested leave falls within the vacation period and the request is submitted after the determination of the vacation period schedule, the Employer will make a reasonable effort to grant such request, in

accordance with the provisions of Section 2 of this Article. Leave may not be granted which would result in the payment of overtime to another employee.

**ARTICLE 25
HIGHER LEVEL ASSIGNMENTS**

Section 1. Definition

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

Section 2. Pay Administration

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

Section 3. Written Orders

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

Section 4. Higher Level Details

Detailing of employees to higher level bargaining unit work shall be from those eligible, qualified and available employees in the immediate section.

Section 5. Leave Pay

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

Employees working short term on a higher level assignment or detail will be entitled to approved sick and annual paid leave at the higher level rate for a period not to exceed three (3) days.

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

Employees working long term on a higher level assignment or detail will be entitled to approved sick and annual paid leave at the higher level rate for a period not to exceed five (5) days.

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

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

**ARTICLE 26
UNIFORMS AND WORK CLOTHES**

All employees who are required to wear uniforms or work clothes shall be furnished uniforms or work clothes or shall be reimbursed for purchases of authorized items, not to exceed the authorized allowance of **\$60.00 effective November 21, 2001 and \$62.00 effective November 21, 2002, \$64.00 effective November 21, 2003 and \$66.00 effective November 21, 2004.**

**ARTICLE 27
EMPLOYEE CLAIMS**

Section 1. Statement of Principle

Subject to a ten dollar (\$10) deduction, an employee may file a claim and be reimbursed for loss or damage to his/her personal property where the loss or damage was suffered in connection with or incident to the employee's employment while on duty. 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. The provisions of this Article shall not apply to loss or damage to an employee's motor vehicle or the contents thereof.

Section 2. Claims Procedure

Claims shall be in writing, verified, if possible, and submitted with recommendations by the Union steward to the Employer at the local Level. An adverse determination may be appealed to Step 3 of the grievance-arbitration procedure.

**ARTICLE 28
EMPLOYER CLAIMS**

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 negligence or willful or deliberate misconduct of such employee.

**ARTICLE 29
REVOCATION OR SUSPENSION OF
DRIVING PRIVILEGES**

Section 1. Employer's Right to Revoke

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

Section 2. Revocation Consideration

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

When a revocation, suspension, or reissuance of an employee's driving privileges under consideration, only the on-duty record will be considered in making a final determination. An employee's driving privileges will be automatically revoked or suspended concurrently with any revocation or suspension of State driver's license and restored upon reinstatement. The Employer will make every reasonable effort to reassign such employees to nondriving duties at the same level the employee was employed; however, where no such duties are available, the employee will be reassigned to a lower level assignment at the applicable lower level rate. However, an employee whose State driver's license is revoked for less than ninety (90) days will be reassigned to any available position at the same or lower level without loss of pay. In the event such revocation or suspension of the State driver's license is with the condition that the employee may operate a vehicle for employment purposes, the driving privileges will not be automatically revoked. When revocation, suspension, or reissuance of an employee's driving privileges is under consideration based on the on-duty record, such conditional revocation or suspension of the State driver's license may be considered in making a final determination.

Article 29.3

Section 3. Employee Notification

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

**ARTICLE 30
TOOLS**

The Employer will provide adequate tools, tool kits, and equipment on a charge-out basis as accountable property to those employees who require such items for the performance of their assigned function. Where the Employer determines that tools are obsolete, such tools will be recalled and removed from the employee's accountability. The Employer shall have the right to assess employees for tools or equipment due to the employee's misuse of such materials. Such assessment shall be subject to the grievance-arbitration procedure.

Under no circumstances will the employee be required to use personal tools and equipment.

**ARTICLE 31
UNION-MANAGEMENT COOPERATION**

Section 1. Membership Solicitation

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

Section 2. Information Provided by the Employer

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

Requests for information concerning matters other than pending grievances should be submitted in writing by a Union officer to Labor Relations, U.S. Postal Service Headquarters.

The Employer shall, on an accounting period basis, provide the Union at its national headquarters with a list of any hires, promotions, demotions, and separations of bargaining unit employees effective during that accounting period. During the life of this Agreement, the Employer shall furnish the Union, on the yearly anniversary date of the signing of the Agreement, the following information concerning employees in the bargaining unit: name, full address, social security number, health benefits enrollment code number, and finance number.

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 1. Statement of Principle

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

Section 2. Advance Notice

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

**ARTICLE 33
ADMINISTRATIVE LEAVE (ACTS OF GOD)**

The President of the local Union will be notified as soon as practicable after the Manager, Headquarters Facility Services and Manager, Administrative Services, Merrifield, VA determines that extreme emergency conditions exist which prevent employees from reporting for duty. Once employees have reported for duty, administrative leave shall be granted to all employees in the bargaining unit, except those who perform essential duties, on the same basis as administrative leave is granted to non-bargaining unit employees at Headquarters or Headquarters related units (Merrifield, VA).

**ARTICLE 34
WORK AND/OR TIME STANDARDS**

Section 1. Statement of Principle

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

Section 2. Work Measurement Systems

The Employer agrees that any work measurement systems or time or work standards shall be fair, reasonable and equitable.

Section 3. Information Provided to the Union

The Employer agrees that the Union 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 President of the APWU may designate a qualified representative who may enter the Operating Services and/or Facility Services 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 4. Advance Notice to Union

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.

Section 5. Meeting to Discuss Differences

Within a reasonable time not to exceed ten (10) days after the receipt of such notice, representatives of the Union and the Employer shall meet for the purpose of consulting and discussion with regard to any

Article 34.6

differences that may arise concerning such proposed work measurement systems or work or time standards.

Section 6. Implementation of Change

If no agreement is reached within five (5) days after the meetings begin, the Employer may institute or change such systems or standards. The Union will be so notified in writing. If, after receipt of such notification, it is necessary for a determination by the Union as to whether any of the matters dealt with in the notification are to be regarded by them as being in violation of Section 2 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 system or standards, the studies may, nevertheless, be completed. There shall be no disruption of operations or of the work of employees due to the making of such studies. Upon request, the Union representative shall be permitted to examine relevant available technical information necessary to complete the Union's study. The Employer is to be kept informed during the making of such studies.

Section 7. Grievances on Changes

If, after the Employer initiates a change, the Union believes there is a violation of the above second section, it is expressly understood that the matter is grievable.

ARTICLE 35 EMPLOYEE ASSISTANCE PROGRAM

Section 1. Statement of Principle

The Employer and the Union express strong support for programs of self-help. The Employer shall provide and maintain a program which shall encompass the education, identification, referral, guidance and follow-up of those employees afflicted by the disease of alcoholism and/or drug abuse. When an employee is referred to the EAP by the Employer, the EAP staff will have a reasonable period of time to evaluate the employee's progress in the program. This program of labor-management cooperation shall support the continuation of the EAP for alcohol and/or drug abuse at the current level. In addition, to the current EAP, the EAP will be expanded as provided by the parties at the National Level, to encompass the education, identification, referral and guidance of 1.) employees' family members afflicted with alcoholism and/or drug abuse which could or does have a negative impact on the employee's work performance, and 2.) those employees and their families experiencing other family and/or personal problems which could or do have a negative impact on the employee's work performance.

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

Section 2. Labor-Management Discussions

The status and progress of the EAP program, including improving methods for identifying alcoholism and drug abuse in its earliest stages and encouraging employees to obtain treatment without delay, will be proper agenda items for discussion at the joint Labor-Management Committee meetings. Such discussion shall not breach the confidentiality of the EAP participants.

**ARTICLE 36
TRAVEL**

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

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

**ARTICLE 37
GENERAL PROVISIONS**

A. Policy on Telephones

The parties recognize that telephones are for official USPS business. However, the Employer shall establish a policy for the use of telephones for local calls by designated Union stewards or local Union officers for legitimate business related to the administration of the Agreement and grievances subject to sound business judgment and practices.

B. Inspection of Lockers

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

C. Anti-Fatigue Measures

The subject of fatigue as it relates to the safety and health of an employee is a proper subject for the consideration of the Joint Labor-Management Committee as provided under Article 17 of this Agreement.

D. Safety Equipment

Any safety equipment required by the Postal Service shall be furnished to the employees by the Postal Service, but shall remain the property of the Postal Service.

**ARTICLE 38
TRAINING AND EXAMINATIONS**

Section 1. Training

A. Employer's Assistance

The Employer will assist employees to improve their own skills through training and self-help programs as were heretofore practiced.

Opportunities for cross-training in other occupational groups shall be given, provided such training opportunities do not result in higher level pay or overtime pay. The Employer will make the determination of training needs. In selecting participants for a training program, employees will be considered in terms of the selection prerequisite criteria established.

B. Job Related Training

Any job related training opportunities intended to increase skills in current assignments will be offered first to the senior qualified volunteer needing the training within the occupational group, level and tour where the need for the skill exists.

This provision does not preclude giving job related training to new employees or to eliminate deficiencies of other employees.

C. Developmental Training

When it is determined to give developmental training which provides an employee with additional skills for potential promotion or reassignment, it will be first offered to qualified volunteers meeting established prerequisite criteria, if required.

Section 2. Examinations

Written examinations may be used as a factor in determining qualifications for promotions or higher level assignments; however, written examinations will not be the sole determining factor.

**ARTICLE 39
CLEANING AND PREVENTIVE
MAINTENANCE**

Section 1. Cleaning Criteria

The Employer agrees that the Headquarters building and the Engineering Facility Services, U.S. Postal Service, shall be cleaned by utilizing U.S. Postal Service approved cleaning criteria such as those found in Handbook MS-47.

Section 2. Maintenance Criteria

The Employer further agrees to maintain the Headquarters building and the Engineering Facility Services, U.S. Postal Service, utilizing USPS approved building equipment and mechanical equipment maintenance criteria such as those found in Handbook MS-1.

Section 3. Discussions With Union

The Employer agrees that, before deviating from any of the applicable criteria, such deviations will be discussed with the Union at the National level prior to implementation.

**ARTICLE 40
SEPARABILITY AND DURATION**

Section 1. 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 2. Duration

Unless otherwise provided, this Agreement shall be effective **August 10, 2002** and shall remain in full force and effect to and including 12 midnight, November 20, **2005**, 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 this Agreement.

(s)

Anthony J. Vegliante
Vice President, Labor Relations
United States Postal Service

(s)

William Burrus
General President
American Postal Workers
Union, AFL-CIO

MEMORANDUMS OF UNDERSTANDING

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

Re: Layoff Protection

Each employee who is employed in the regular work force as of November 20, **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, **2005**, and may not be cited or used in any subsequent dispute resolution proceedings.

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

Re: Granting Step Increases

The parties agree that periodic step increases will not be withheld for reason of unsatisfactory performance and that all other aspects of the current step increase procedures remain unchanged, unless otherwise provided for by this Agreement.

The Employee and Labor Relations Manual (ELM) shall be amended to conform with the above stated agreement.

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

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, safety talks, CFC and saving bond drive kickoff meetings.
- f. During the filing or meetings concerning an employee's OWCP claim.

A reasonable accommodation must be approached on a highly individual, case by case basis. The individual's input must be considered prior to making a decision regarding accommodation.

IMPLEMENTATION

This obligation is met by selecting an appropriate resource from the variety of resources available. In selecting a resource, the following, among others, should be considered, as appropriate:

- The ability of the deaf 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. Installation heads are authorized to pay for certified interpreters. Every effort will be made to provide certified interpreters when deemed necessary by an application of the principles set forth herein.
- b. In some states, the Division of Vocational Rehabilitation (DVR) provides interpreters at no charge. When a decision is made that an interpreter is the appropriate accommodation and a DVR interpreter is not available other methods of securing an interpreter should be used.
- 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.
- 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.
- c. A visual alarm will be installed on all moving powered industrial equipment in all postal installations employing deaf employees in the regular work force or in any installation where such a reasonable accommodation is necessary for a hard of hearing employee.
- d. Visual fire alarms will be installed in all new postal installations (installations for which the U.S. Postal Service, as of June 12, 1991, had not awarded a contract for the design of the building) where the Postal Service installs audible fire alarms. The parties will discuss and seek to agree at the local level about the installation in such other facilities as may be appropriate.

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 Committee meetings. Discussion of such matters at Labor-Management Committee meetings is not a prerequisite to the filing or processing of a grievance.

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

Re: Interest on Back Pay

Where an arbitration award specifies that an employee is entitled to back pay in case involving disciplinary suspension or removal, the Employer shall pay interest on such back pay at the Federal Judgement Rate. This shall apply to cases heard in arbitration after the effective date of the 1990 OS Agreement.

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

Re: Leave Policy

The parties agree that local attendance or leave instructions, guidelines, or procedures that directly relate to wages, hours, or working conditions of employees covered by this Agreement, may not be inconsistent or in conflict with Article 10 or the Employee and Labor Relations Manual, Subchapter 510.

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

Re: Paid Leave and LWOP

The parties agree that an employee need not exhaust annual leave and/or sick leave before requesting leave without pay. As soon as practicable after the signing of the 1990 National Agreement, Employee and Labor Relations Manual (ELM) Exhibit 514.4(d) will be amended to conform to this Agreement.

The parties further agree that this Memorandum does not affect the administrative discretion set forth in ELM Part 514.22, nor is it intended to encourage any additional leave usage.

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

Re: Annual Leave Exchange Option

The parties agree that APWU career employees will be allowed to sell back a maximum of forty (40) hours annual leave prior to the beginning of the leave year provided the following two (2) criteria are met:

- 1) The employee must be at the maximum leave carry-over ceiling at the start of the leave year, and

2) The employee must have used fewer than 75 sick leave hours in the leave year immediately preceding the year for which the leave is being exchanged.

This Memorandum of Understanding expires on the expiration date of the **2000** Operating Services Agreement.

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

Re: Sick Leave for Dependent Care

The parties agree that, during the term of the **2000** Operating Services 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
AMERICAN POSTAL WORKERS UNION, AFL-CIO
AND THE
UNITED STATES POSTAL SERVICE**

Re: Leave Sharing Program

The parties agree that the career employees of the Operating Services may participate in the Leave Sharing Program established by the Postal Service. Under this program, career postal employees will be able to donate annual leave from their earned annual leave account to another career postal employee. 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
AMERICAN POSTAL WORKERS UNION
AND THE
UNITED STATES POSTAL SERVICE**

Re: Processing of Post-Removal Grievances

The parties agree that the processing and/or arbitration of a nondisciplinary grievance is not barred by the final disposition of the removal of the grievant, if that nondisciplinary grievance is not related to the removal action.

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

Re: Role of Inspection Service in Labor Relations Matters

The parties recognize the role of the Postal Inspection Service in the operation of the Postal Service and its responsibility to provide protection to our employees, security to the mail and service to our customers.

Postal Inspection Service policy does not condone disrespect by Inspectors in dealing with any individual. The Postal Inspection Service has an obligation to comply fully with the letter and spirit of the Operating Services 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
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

Re: Dependent Care

The parties agree that any national program and referral services developed by the Dependent Care Subcommittee shall apply to the Operating Services bargaining unit.