

CONTRACT EXTENSION AGREEMENT

Between

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

And

U.S. Postal Service

Covering

**Information Technology/
Accounting Service
Centers**

Jan. 21, 2006 - Jan. 20, 2007



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Notes:

1. All memoranda – including Local Memoranda of Understanding – automatically extend through the extended term of this contract – January 20, 2007.
2. **Bold Face Type** in the text indicates revised or new language. Bold Face Type in headings does not necessarily indicate change.
3. This publication is an addendum to the 2001-2006 Agreement and only includes the extension agreements. This publication does not include memoranda of understanding, letters of intent and other contractual provisions from the 2001 Agreement that will continue in effect up to and including 12 midnight, January 20, 2007.

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

The 2001 Information Technology/Accounting Service Centers Agreement between the United States Postal Service and the American Postal Workers Union, AFL-CIO, is hereby extended to and including 12 midnight January 20, **2007**, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than 90 or more than 120 days before the expiration of the Agreement. All provisions of the 2001 Agreement shall remain in full force and effect during the extension period, except to the extent that those provisions have been revised or added to herein.

ARTICLE 9 SALARIES AND WAGES

Section 9.01. Basic Annual Salary

Article 9.01 is amended to provide as follows:

Effective May 13, 2006 - the basic annual salary for each grade and step shall be increased by an amount equal to 1.6% of the basic annual salary for the grade and step in effect on November 12, 2005, or the actual effective date of the COLA based on the September 2005 CPI-W.

Section 9.04. Cost of Living Adjustments

B. Effective Dates of Adjustment

Article 9.04 B. is amended to provide as follows:

— **the second full pay period after the release of the March 2006 Index.**

— **the second full pay period after the release of the September 2006 Index.**

ARTICLE 21 BENEFIT PLANS

Section 21.01. Health Benefits

Article 21.01 B. is amended as follows:

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

Article 21.01 E. is amended as follows:

The limitation upon the Employer's contribution towards any individual employee shall be 88.75% of the subscription charge under the FEHBP in 2003, 2004, 2005, 2006, **and 2007.**

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

Re: Information Technology Casuals MOU

The parties agree to modify the Information Technology Casuals MOU on pages 133-135 as follows:

“Provisions of this Memorandum of Understanding will extend to **January 20, 2007.”**

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

Re: Article 17.7.E Payroll Deductions/Allotments

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

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

Re: Upgrade

Effective May 13, 2006, the pay level of the following position will be upgraded by one-pay level:

Computer Systems Analyst/Programmer, Level-18

Generally, the parties' promotion rules apply with respect to upgrades; however, the parties have agreed on a non-precedential basis that the upgrade will be based on a step-to-step upgrade mechanism, including credit for waiting period time already served, for the purpose of implementing this upgrade.

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

Re: Timekeeping

The Postal Service agrees to amend its timekeeping regulations to provide that RSC N (APWU), Level 19 and above employees will have their time recorded on timesheets. This change will be implemented within ninety days of the effective date of this contract extension. The parties agree that this change will be effectuated by implementing the following provisions.

In the Time and Attendance Collection System (TACS), the 1261 indicator will be turned on for all employees, Level 19 and above. This will generate the four basic rings for the scheduled day. Timesheets will be used (but cannot be generated from TACS). The timekeepers will create a form similar to a 1261 sign-in sheet and copy it for daily reporting, making any necessary personnel changes.

Employees will be required to swipe the clock for any deviation from the above, including the following:

- 1) when the employee comes in early for overtime or the employee is on leave at the beginning of the tour for part of the day, the employee will swipe a begin tour;

2) on a nonscheduled day, the employee must swipe a begin and end tour;

3) should the employee take leave during the tour, the employee will swipe an end tour upon leaving and a begin tour when returning; and

4) when the employee comes in at his or her regular time and has overtime or takes leave at the end of the day, the employee will swipe an end tour.

Timesheets will be initialed daily by the employee noting the hours the employee worked. Leave will also be annotated on the timesheets, but will not replace the Form 3971.

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

Re: Contracting Out

The parties agree that the November 29, 2000 and June 8, 2001 notifications to contract out new systems and subsystems work pursuant to Article 32 shall be deemed to have terminated on the date of this extension agreement. The parties agree that those grievances challenging that contracting out authorization shall be considered withdrawn.

All actions taken pursuant to this MOU are understood to be without prejudice to the positions that have been taken by either party in grievance/arbitration proceedings.

Mr. William Manley
National Business Agent
IT/ASC, Support Services Division
Riverview Office Tower
8009-34th Avenue, South Suite 1540
Bloomington, MN 55425

Re: National Level Grievance
ISC 95-N-008;
Q96D-6Q-C98139794
Article 32

Dear Bill:

On several occasions, we have discussed the above captioned grievance under Step 3 of the grievance procedure. On May 1, 1998, the APWU filed this ISC Collective Bargaining Agreement taking issue with the Postal Service's alleged position that the "provisions of Article 32 apply differently under the ISC agreement than they do under the National [APWU] Agreement."

The source of the Postal Service's alleged position apparently stems from a labor management meeting held on November 18, 1997 concerning the contracting out of development work. In a November 24, 1997 letter from Moe Biller to Joseph Mahon, Mr. Biller stated; "This is the first time that the Postal Service advised the Union that the provisions of Article 32 apply differently under the ISC Agreement than they do under the [APWU] National Agreement."

The parties have mutually agreed that the following constitutes a full and complete settlement of this grievance.

The parties acknowledge that the respective collective bargaining agreements in effect at the time had the same language in the two relevant sections of the Agreement. That language was:

ARTICLE 32
SUBCONTRACTING

Section 1. Considerations

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

Section 2. Notification

The Employer will give advance notification to the Union at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet to consider the Union's views on minimizing such impact. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Union.

ISC Agreement 1995-1999

**ARTICLE 32
SUBCONTRACTING**

Section 1. General Principles

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


B. The Employer will give advance notification to the Union at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet to consider the Union's views on minimizing such impact. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Union

APWU Agreement 1994 - 1998

The parties agree that the same language in Article 32 of the two agreements has the same fundamental meaning and purpose.

Please sign and return the enclosed copy of this letter as your acknowledgment of agreement to settle this case.

Sincerely,


Martin R. Welles
Labor Relations Specialist
United States Postal Service


William Manley
NBA, Support Services Division
APWU, AFL-CIO

Date: 11-23-2006

