



# AGREEMENT

between

United States Postal Service

and

National Postal Professional Nurses

2017–2023

Handbook EL-911



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**Notes:**

1. **Bold Face Type** in the text indicates revised or new language. The following standards have been used. Where dates have changed, the entire month, day, and year are listed in bold type. Where numbering has changed, the entire number is listed in bold type. Where titles have changed, the entire title is listed in bold type. Bold Face Type in headings does not necessarily indicate change.
2. Cross-references to relevant Memorandums of Understanding and Letters of Intent are included in the text in the Agreement. The location of the cross-references is for the convenience of the reader, and in no way affects the content or intent of the Agreement, the Memorandums, of the Letters of Intent.
3. At the conclusion of negotiations, in preparation to print this Agreement, the parties agreed to certain changes including: format; headings in bold type regardless of whether the heading contains new or old language; reference titles for memorandums; updating form and handbook references to reflect current title and number. Such “housekeeping” changes are made solely for the convenience of the reader. These changes in no way by themselves affect the substance or intent of the provisions of this or prior Agreements.

## **PREAMBLE**

This Agreement referred to as the **2017** USPS-NPPN Agreement is entered into by and between the United States Postal Service (USPS), hereinafter referred to as the “Employer,” and the National Postal Professional Nurses Union/American Postal Workers Union, AFL-CIO (NPPN/APWU), hereinafter referred to as the “Union.” The terms of this Agreement are effective **March 12, 2020**, except where otherwise noted.

## **ARTICLE 1 UNION RECOGNITION**

### **Section 1.01. Recognition**

The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours and other conditions of employment for all licensed professional registered nurses (hereinafter referred to as “Employees”) for whom it has been certified as such agent by the National Labor Relations Board in Case No. 5-RC-13740(P).

### **Section 1.02. Exclusions**

The recognition set forth above does not include, and this Agreement does not apply to:

- 1.02(a). Senior Area Medical Directors, Associate Area Medical Directors, Postal Service Physicians, and Occupational Health Nurse Administrators;
- 1.02(b) Other professional employees;
- 1.02(c) Managerial and supervisory employees;
- 1.02(d) Guards; or
- 1.02(e) All other employees.

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

### **Section 2.01. 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 or because of a handicap with respect to a position the duties of which can be performed efficiently by an individual with such a handicap without danger to the health or safety of the handicapped person or to others.

### **Section 2.02. Grievances**

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

### **Section 2.03. Dual Filing**

2.03(a). The parties recognize that the Grievance-Arbitration Procedure is the proper appeals forum for a dispute which is essentially contractual in nature. The parties further recognize that the EEO complaint procedure is the proper forum for presenting a discrimination issue and that dual filing of both a grievance and an EEO complaint on a dispute which is essentially contractual in nature both circumvents that negotiated procedure and serves as a disservice to the integrity of the EEO complaint process. The parties acknowledge the special expertise required in non-contractual discriminatory issues and give deference to the EEO complaint procedures and remedies for the redress of such discrimination.

2.03(b). If an employee appeals an EEO complaint as defined in Subsection 2.03(c) to the Merit Systems Protection Board (MSPB), that appeal to MSPB will constitute a waiver of any further access to the Grievance-Arbitration Procedure pursuant to Article 16.09. An arbitrator will not have any jurisdiction to hear or render a decision on any grievance after an appeal is made to the MSPB.

2.03(c). For the purposes of this section, the term "EEO complaint" includes the following: EEO complaint and mixed case complaint.

2.03(d). The Union, at the national and local levels, will take steps to ensure that bargaining-unit employees are informed that essentially contractual matters should be pursued under the Grievance-Arbitration Procedure.

### **ARTICLE 3 MANAGEMENT RIGHTS**

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

3.01(a). To determine the methods, means, and personnel by which health care is to be rendered;

3.01(b). To direct employees of the Employer in the performance of official duties;

3.01(c). To hire, promote, transfer, assign, lay off, subject to the provisions of Article 6, and retain employees in positions within the Postal Service and to suspend, demote, discharge, or take other disciplinary action against such employees;

3.01(d). To maintain the efficiency of the operations entrusted to it; and

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

## **ARTICLE 4 NEW JOBS**

### **Section 4.01. Creation of New Job(s)**

Any new bargaining unit job(s) created by changes in medical procedures shall be offered to present employees capable of being trained to perform the new or changed job, and the Employer will provide such training. During the training, the rate of pay of the employee will be maintained. To the extent practical, the training herein referred to is on the job, and not to exceed sixty (60) days. Certain specialized jobs may require additional and/or off-site training.

### **Section 4.02. New Medical Equipment**

The purchase and installation of major new medical equipment in health units on a national basis may be an item of discussion during the National Joint Labor-Management Committee meeting. The purchase and installation of major new medical equipment at the local level may be an item of discussion during the National Labor-Management Committee meetings. The Employer will notify the Union as far in advance as possible of the purchase and installation of major new medical equipment at either the national or local level depending on where the new equipment is to be placed.

## **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 6.01. Regular Work Force Layoffs**

6.01(a). It is agreed by the Employer that no regular work force employees on the rolls prior to December 14, 1979, will be laid off on an involuntary basis during the life of this Agreement.

6.01(b). Employees who become members of the regular work force on or after December 14, 1979, will be provided the same protection afforded under 6.01(a) above on completion of 6 years of continuous service. In order to receive continuous service credit for a year, the employee must work at least one hour or receive a call in guarantee in lieu of work in at least 20 of the 26 pay periods during the employee's anniversary year. Failure to meet the 20 pay period requirement in any given year means the employee must begin a new 6-year continuous service period to achieve protected status.

6.01(c). Employees hired into the regular work force on or after December 14, 1979, who have not completed 6 years of continuous service, may be laid off for lack of work or for other legitimate, non-disciplinary reasons.

## **Section 6.02. Layoff by Inverse Seniority**

When the Employer determines that a layoff of registered professional nurses hired on or after December 14, 1979, who have not completed 6 years of continuous service necessary for protected status, is necessary within an installation, such layoff shall be made in the inverse order of bargaining unit seniority; subject, however, to veterans' preference rights, if any.

[see page 71]

## **ARTICLE 7 EMPLOYEE CLASSIFICATIONS**

### **Section 7.01. Definition**

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

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

7.01(b). Part-Time. Part-time employees shall be hired pursuant to such procedures as the Employer may establish and shall be available to work flexible hours as assigned by the Employer during the course of the service week. Part-time employees are not guaranteed any fixed number of hours of work, or pay in lieu thereof, during a pay period.

### **Section 7.02. Contract Nurses**

When additional work of any nature requires a temporary augmented work force or in the event of an emergency or the absence of an employee(s), the Employer may utilize the services of nurses on a contract basis. Contract nurses shall not be hired or engaged to avoid the hiring of full-time or part-time nurses. A



contract nurse must be currently licensed as a registered professional nurse in a State, District of Columbia, Puerto Rico, or a territory of the United States. A contract nurse shall not be used to augment the workforce for more than three (3) months. Contract nurses may not be used to fill a vacant position or a position where an employee is absent for more than three (3) months; provided, however, that when a full-time regular nurse is out on disability, contract nurses may be used for a period of up to six (6) months.

The Postal Service shall notify the Union within 14 days of the utilization of contract nurses on-site in postal premises in excess of four (4) successive weeks. The notice shall state the start date for the contract nurse and provide documentation of the actual engagement of the contract nurse and the reason for engagement of the contract nurse.

### **Section 7.03. Flexible Relief Nurse Assignments**

Because the health units are a support function in the Postal Service, the parties recognize that the employer must have flexibility to staff this function. In order to provide local management with this flexibility there is the option to use postal employees who are licensed registered nurses. These postal employees who are licensed registered nurses may volunteer to work in a detailed assignment as a "Flexible Relief Nurse." In order to serve in a Flexible Relief Nurse assignment the postal employee would have to volunteer to serve, they would have to be a licensed, registered nurse, and submit a PS Form 2591 to their Senior Area Medical Director to be rated and approved for employment. They would not be used to avoid the scheduling of full-time or part-time bargaining unit nurses when those nurses are available. A "Flexible Relief Nurse" will not work in that capacity more than 320 work hours per each year of this Agreement.

#### **Section 7.04. Conversion of Part-Time Employees**

When a part-time employee works eight (8) hours within nine (9), on the same five (5) days each week over a six month period, that assignment shall be converted to a full-time position, unless the part-time nurse is replacing a full-time nurse who is on extended sick leave, leave without pay or OWCP. Work schedules will not be adjusted or arranged for the purpose of avoiding the conversion requirements of this section.

### **ARTICLE 8 HOURS OF WORK AND OVERTIME**

#### **Section 8.01. Workweek**

The workweek for full-time employees shall be forty (40) hours per week, eight (8) hours per day within nine (9) consecutive hours.

#### **Section 8.02. Work Schedule**

8.02(a). Service Week. A service week is the calendar week beginning at 12:01 a.m. Saturday and ending at 12:00 midnight the following Friday.

8.02(b). Service Day. 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.

8.02(c). Normal Workweek. The employee's normal workweek is five (5) service days, each consisting of eight (8) hours within nine (9) consecutive hours. Recognizing the role of the health units in supporting postal activities, the Employer will, to the extent practical, endeavor to schedule a Monday through Friday workweek for all full-time employees. If it is not practical to schedule a Monday through Friday workweek for all full-time employees due to

the needs of the Service, the Employer will, as far as practical, establish the workweek as five (5) consecutive days within the service week.

8.02(d). Schedule and Assignment Area. Under normal circumstances, a full-time employee will work the schedule and hours of duty at the principal assignment area of the employee's bid assignment, as posted. To this extent and consistent with the needs of the Employer, the Employer shall endeavor to avoid the rotation of employees between tours, days off and/or health units.

### **Section 8.03. Exceptions**

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

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

8.04(a). Overtime Work. Overtime work is to be paid at the rate of 1-1/2 times the basic hourly straight time rate. Overtime pay shall be paid to employees after eight (8) hours on duty in any one service day or forty (40) hours in any one service week. Unless operational requirements make doing so impractical, overtime shall be offered to employees in seniority order; if there are no volunteers for overtime, the least senior employee shall be assigned.

8.04(b). Out of Schedule Premium. The Employer shall pay premium pay to an eligible full-time employee for time worked outside of, and instead of, the employee's regularly scheduled workday or workweek when the employee is working on a temporary schedule at the request of management. Out of schedule premium pay is calculated at the rate of 50% of the basic hourly straight-time rate.

A full-time employee, whose hours of duty and/or scheduled day(s) off are changed to allow the employee to participate in approved, bona fide training of a continuing medical education nature which relates to Postal Service occupational nursing duties, will not be eligible for Out of Schedule Premium as set forth in this Section.

Nothing contained in this section shall require the payment of such out-of-schedule premium pay for temporary schedule changes made at the employee's request.

#### 8.04(c). Pyramiding of Overtime or Premium Rates.

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

### **Section 8.05. Sunday Premium Pay**

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 additional compensation at the rate of 25 percent of the employee's basic hourly rate of compensation for each hour of work performed during that period of service. An employee's regularly scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday Premium Pay.

### **Section 8.06. Night Shift Differential**

For time worked between the hours of 6:00 p.m. and 6:00 a.m., each employee shall be paid additional compensation according to the night shift differential table (Table 2) on page **14**.

### **Section 8.07. Guarantees**

A full-time employee who is called in outside the employee's 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 a full-time regular employee is called in on the employee's non-scheduled day, the employee will be guaranteed eight (8) hours work or pay in lieu thereof. An employee may request early release during the guarantee period by submitting a PS Form 3971 and if approved by the Employer, the employee's timecard will only reflect actual time worked.

### **Section 8.08. Lunch Breaks**

Each nurse will be scheduled for a one-half (1/2) hour lunch break, off- the-clock, during the employee's scheduled tour, except in an emergency situation.

In an unusual circumstance where an employee is unable to take a lunch break at the scheduled time, the employee will be allowed an equivalent lunch break later in the employee's scheduled tour.

## **ARTICLE 9 SALARIES AND WAGES**

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

The annual basic salary for all employees covered under the terms and conditions of this Agreement, with proportional application to part-time (hourly-rate) employees, shall be increased as follows:

**9.01(a). Effective August 19<sup>th</sup>, 2017, the basic annual salary for each step shall be increased by 2.4%.**

**9.01(b). Effective August 18<sup>th</sup>, 2018, the basic annual salary for each step shall be increased by 2.9%.**

**9.01(c). Effective August 17<sup>th</sup>, 2019, the basic annual salary for each step shall be increased by 3.0%.**

**9.01(d). Effective the second full pay period after the release of the June 2020 ECI, the basic annual salary for each step shall be increased by a percentage amount equal to the change in the June 2020 ECI over the June 2019 ECI.**

**9.01(e). Effective the second full pay period after the release of the June 2021 ECI, the basic annual salary for each step shall be increased by a percentage amount equal to the change in the June 2021 ECI over the June 2020 ECI.**

**9.01(f). Effective the second full pay period after the release of the June 2022 ECI, the basic annual salary for each step shall be increased by a percentage amount equal to the change in the June 2022 ECI over the June 2021 ECI.**

### **Section 9.02. Employment Cost Index Definition**

As used herein, the Employment Cost Index (ECI) is a measure of the change in the cost of labor for private industry workers (wages and salaries index) as published by the United States Department of Labor's Bureau of Labor Statistics (December 2005 = 100).

### **Section 9.03. Grade Designation**

The bargaining unit nurse position will be designated Grade 1, Postal Nurses' Schedule (PNS).

#### **Section 9.04. Salary Schedule Step Progression**

<b>From Step</b>	<b>To Step</b>	<b>Waiting Period</b>
1	2	52 weeks
2	3	44 weeks
3	4	44 weeks
4	5	44 weeks
5	6	44 weeks
6	7	44 weeks
7	8	44 weeks
8	9	44 weeks
9	10	44 weeks
10	11	44 weeks
11	12	44 weeks
12	13	44 weeks
13	14	44 weeks
14	15	44 weeks

#### **Section 9.05. Granting Step Increases**

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

#### **Section 9.06. Application of Salary Rates**

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

#### **Section 9.07. Protected Salary Rates**

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



## **ARTICLE 10 LEAVE**

### **Section 10.01. Funding**

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

### **Section 10.02. Leave Regulations**

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

### **Section 10.03. Choice of Vacation Period**

10.03(a). Vacation Program. It is agreed to establish a program for vacation planning for employees in the regular work force with emphasis upon the choice vacation period(s) or variations thereof. At local installations, requests for annual leave during the choice vacation period will be granted in accordance with seniority.

10.03(b). Forfeiture of Annual Leave. Care shall be exercised to assure that no employee is required to forfeit any part of such employee's annual leave.

10.03(c). Annual leave will be granted as follows:

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

10.03(c)(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.

10.03(c)(3). An employee may request two (2) selections during the choice vacation period in units of either five (5) or ten (10) working days, the total not to exceed the ten (10) or fifteen (15) days above.

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

10.03(d). Duration of Choice Vacation Period. The choice vacation period will be the entire year. The choice vacation period shall include military leave and approved leave to attend National, State and Regional meetings.

10.03(e). Employee's Vacation Period. The employee's vacation period shall start on the first day of the employee's basic workweek. Exceptions may be granted by agreement among the employee, the Union representative and the Employer.

10.03(f). Jury Duty or Attendance at Conventions. An employee who is called for jury duty during the employee's scheduled choice vacation period or who attends a National, State, or Regional meeting during the choice vacation period is eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacations.

#### **Section 10.04. Vacation Planning**

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

10.04(b). Responsibility of Installation Head. The installation head or designee shall be responsible for the following:

10.04(b)(1). Determine the amount of annual leave accrued to each employee's credit including that for the current year and the amount expected to be taken in the current year.

10.04(b)(2). If necessary, the installation head or designee will meet with a representative of the Union to review local requirements.

10.04(b)(3). Determine the final date for submission of applications for vacation period(s) of the employee's choice during the choice vacation period(s).

10.04(b)(4). Provide official notice to each employee of the vacation schedule approved for each employee.

10.04(c) Advance Leave Commitments. All advance commitments for granting annual leave must be honored except in serious emergency situations.

10.04(d) Selection of Annual Leave Other Than Choice Period. A procedure in each installation for submission of applications for annual leave for periods other than the choice period may be established, provided that this procedure has been discussed with the steward or Union representative in that installation.

10.04(e). Emergency Leave. To the maximum extent practical, the installation head or designee will consider an employee's request for emergency leave. Each request will be considered on the merits of the individual situation.

10.04(f). Vacation Roster. A vacation roster shall be maintained at a location accessible to employees. Requests for annual leave for any weeks during the choice vacation period which still remain vacant on the roster shall be handled as follows:

10.04(f)(1). The installation head or designee may honor all requests for annual leave during the vacant weeks, provided such requests have been submitted seven (7) days in advance of the period desired. Such requests shall not be unreasonably denied.

10.04(f)(2). The installation head or designee will, to the extent practical, grant requests for annual leave during the vacant weeks which are submitted less than seven (7) days in advance of the period desired.

### **Section 10.05. Sick Leave**

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

10.05(a). Credit employees with sick leave as earned.

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

10.05(c). Employee becoming ill while on annual leave may have leave charged to sick leave upon request.

10.05(d). Unit charge for sick leave shall be in minimum units of less than one (1) hour.

10.05(e). For periods of absence of three (3) days or less, the designated immediate supervisor may accept an employee's certification as reason for an absence.

### **Section 10.06. Jury Duty Leave**

Jury duty leave provisions which apply to regular employees under Section 510 of the ELM shall also apply to part-time employees.

## **ARTICLE 11 HOLIDAYS**

### **Section 11.01. Holidays Observed**

The following ten (10) days shall be considered holidays for full-time employees:

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

### **Section 11.02. Eligibility**

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

### **Section 11.03. Holiday Leave Pay**

11.03(a). An employee shall receive eight (8) hours of holiday pay at the employee's basic hourly straight time rate.

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

#### **Section 11.04. Holiday Worked Pay**

11.04(a). An employee required to work on a holiday other than Christmas shall be paid the basic hourly straight time rate for each hour worked up to eight (8) hours in addition to the holiday pay to which the employee is entitled as above described.

11.04(b). An employee required to work on Christmas shall be paid one and one-half (1-1/2) times the basic hourly straight time rate for each hour worked in addition to the holiday pay to which the employee is entitled as above described.

#### **Section 11.05. Holiday on Nonworkday**

11.05(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.

11.05(b). When an employee's scheduled nonworkday falls on a day observed as a holiday, the employee's scheduled workday preceding the holiday shall be designated as that employee's holiday.

#### **Section 11.06. Holiday Schedule**

11.06(a). The Employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Wednesday preceding the service week in which the holiday falls. As many full-time schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday. Such employees will not be required to work on a holiday or day designated as their holiday unless part-time

employees are utilized to the maximum extent possible, even if the payment of overtime is required, and unless all full-time employees with the needed skills who wish to work on the holiday have been afforded the opportunity to do so.

11.06(b). Subject to the aforementioned Employer determination of the number and categories of employees needed for holiday work, the Employer will select volunteer full-time schedule employees by seniority to work on the holiday. If there are not sufficient volunteers, inverse seniority will be used to select employees to work on the holiday.

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

11.06(d). When the Employer fails to post in accordance with Section 11.06(a) above, a full-time employee required to work on their holiday shall be paid an additional fifty percent (50%) of the employee's basic hourly straight-time rate for each hour worked up to eight (8) hours.

11.06(e). When the full-time employee scheduled to work on their holiday is unable or fails to work on said holiday, the Employer may require another full-time employee to work such schedule, and such replacement employee shall not be eligible for the additional fifty percent (50%) premium noted in Section 11.06(d) above. The selection of such replacement employees shall be made in accordance with the terms of this Agreement.

### **Section 11.07. Holiday Part-Time Employee**

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

## **ARTICLE 12 SENIORITY, POSTING, BIDDING, AND REASSIGNMENT**

### **Section 12.01. Probationary Period**

12.01(a). Length of Probationary Period. A new employee must serve a probationary period of ninety (90) calendar days as a registered professional nurse in the bargaining unit. The probationary period shall be extended by one work day for each work day the employee is absent from work due to illness, injury, or other causes. The Employer shall have the right to separate from its employ any probationary employee at any time during the probationary period and these probationary employees shall not be permitted access to the grievance procedure in relation thereto. A new employee will receive monthly performance evaluations during his/her probationary period.

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



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

12.01(d). Rehire. When an employee who is separated from the Postal Service for any reason is rehired, the employee shall serve a new probationary period. If the separation was due to disability, the employee's seniority shall be established in accordance with Section 12.02, if applicable.

## **Section 12.02. Seniority**

12.02(a). Full-time Employees. Seniority for full-time employees is computed from the date of appointment as a registered professional nurse employed by the Employer, in the bargaining unit, whether such appointment is as a part-time employee, or full-time employee. Seniority continues to accrue so long as service in the bargaining unit is uninterrupted except as otherwise provided herein.

12.02(b). Part-Time Employees. Part-time employees are placed on a part-time roster at the installation where they are employed in the order of their date of appointment in the bargaining unit. When converting part-time employees to full-time status, they shall be taken in the order of their standing on the part-time roster. Part-time employees do not have seniority rights; however, their relative length of service shall be used for vacation scheduling and for conversion to full-time status.

[see page **88**]

12.02(c). Changes in Which Seniority is Retained, Regained or Restored.

12.02(c)(1). Reemployment After Disability Separation. On reinstatement or reemployment after separation caused by disability retirement or resignation because of personal illness and the employee so stated on the employee's resignation and furnished satisfactory evidence for inclusion in the employee's personnel folder, the employee receives seniority credit for past service and for the time on disability retirement or the time of the illness, if the employee is reinstated or reemployed in the bargaining unit; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from the Retirement and Insurance Division of the Office of Personnel Management, and in the case of resignation due to illness, by a statement from the applicant's physician or practitioner. When reinstatement is to the part-time flexible roster, standing on the roster shall be the same as if employment had not been interrupted by the separation.

12.02(c)(2). Restoration. On restoration to the bargaining unit after return from military service, transfer under letter of authority, or unjust removal, the employee shall regain the same seniority rights the employee would have if not separated.

12.02(c)(3). Voluntary Reassignment and Return. A bargaining unit employee who is voluntarily reassigned to a postal position outside the bargaining unit and who subsequently requests and is granted voluntary reassignment back to the bargaining unit within ninety

(90) days shall regain the seniority previously acquired as a bargaining unit employee, augmented by the intervening employment.

12.02(c)(4). Involuntary Reassignment and Return. A bargaining unit employee who left the bargaining unit on or after March 22, 1980 and who is subsequently involuntarily reassigned back to the bargaining unit within two (2) years shall regain the seniority previously acquired.

12.02(c)(5). Change of Position. When an employee changes from a position outside the nurses' bargaining unit to a position within the nurses' bargaining unit (voluntarily or involuntarily), the employee will begin a new period of seniority.

12.02(c)(6). Failure to Meet Qualification Standards. If an employee is returned to the bargaining unit for failure to meet the qualification standards for the position for which the employee left the bargaining unit, the employee shall regain the seniority previously acquired.

12.02(c)(7). Involuntary Change of Installation. Any bargaining unit employee involuntarily moving from one postal installation to another postal installation shall have seniority established as of the employee's time in the bargaining unit.

12.02(c)(8). Voluntary Change of Installation. Any full-time bargaining unit employee voluntarily moving from one postal installation to another shall have seniority established at the lesser of the employee's seniority or one-day junior to the seniority of the junior full-time employee at the new installation.

12.02(d). Changes in Which Seniority is Lost. Except as specifically provided elsewhere in this Agreement, an employee begins a new period of seniority:

12.02(d)(1). Upon reinstatement or reemployment or

12.02(d)(2). Upon transfer into the bargaining unit.

12.02(e). Special Benefits to Certain Employees. Any employee who is entitled to seniority credit by virtue of law shall receive such seniority credit.

12.02(f). Displacement or Bumping. No employee shall be allowed to displace or “bump” another employee properly holding a duty assignment by bid.

### **Section 12.03. Posting**

12.03(a). Method of Posting.

12.03(a)(1). Only full-time employees may bid on full-time vacant assignments.

12.03(a)(2). All vacant or newly established full-time assignments shall be posted for bid for employees eligible to bid within ten (10) days after a determination has been made that the position is not to be reverted. If a vacant full-time duty assignment has not been posted within thirty (30) days, the installation head or designee shall advise the Union in writing of the reasons the positions are being withheld and the anticipated length of time such positions will remain vacant. If the vacant full-time assignment is reverted, a notice shall be posted within ten (10) days advising of the action taken and the reasons therefor.

12.03(a)(3). When it is necessary that fixed scheduled day(s) of work in the basic workweek for a bargaining unit assignment be permanently changed, the affected

assignment shall be reposted. The change in work days shall not be effected until the job has been posted.

12.03(a)(4). No assignment will be posted because of a change in starting time unless the change exceeds one hour. Any change in starting time that exceeds one (1) hour shall be posted for bid, except when there is a permanent change in starting time of more than one hour the incumbent shall have the option to accept such new reporting time. If the incumbent does not accept the new reporting time, the assignment shall be posted for bid.

12.03(a)(5). A change in principal assignment area which requires reporting to a different physical location will require the reposting of the duty assignment; i.e., station, branch, facility, annex, etc., except the incumbent shall have the option to accept the new assignment.

12.03(a)(6). In the event that no eligible employees bid for an assignment posted pursuant to paragraphs (3), (4), and (5) above, the junior full-time regular employee in the installation shall be reassigned to that assignment. The employee whose assignment was posted pursuant to paragraphs (3), (4), and (5) above shall then be reassigned to the assignment vacated by the reassignment of the junior full-time regular employee.

12.03(a)(7). Vacant full-time bargaining unit assignments shall be posted for bid for a period of fifteen (15) days in the commuting area where the vacancy occurs. In filling the vacancy, first priority shall be given to employees where the vacancy is located. If there are no qualified bidders from that installation, bidders from outside the installation but who are working within the commuting area will be considered. If no qualified bidder bids for the assignment within the fifteen (15) day period, consideration shall be given to full-time bargaining unit employees from outside the installation who have made prior written application for transfer to the installation. An employee whose request for transfer is approved will be allowed to use up to five (5) days of annual leave, if available, or five (5) days of leave without pay, for the purpose of transferring.

12.03(a)(7)(A). For the purposes of this Section, the commuting area shall be defined as the area within a radius of fifty (50) miles from the health unit where the vacancy occurs.

12.03(a)(8). The installation head shall establish a method for handling multiple bidding on duty assignments which are simultaneously posted.

12.03(a)(9). An employee may withdraw a bid on a posted assignment, if the withdrawal request is in writing and is received prior to the closing date of the posting.

12.03(a)(10). The Employer will maintain a national system for hiring applicants for postal nurse positions which will be updated on an as-needed basis.

12.03(b). Place of Posting. Notices for bids for a bargaining unit assignment shall be posted on the official bulletin board(s) normally used for such posting at all facilities having health units within the metropolitan commuting area where the vacancy exists. Copies of the notice shall be sent to the Union at the National level.

12.03(c). When an absent employee has so requested in writing, stating the employee's mailing address, a copy of any notice inviting bids for which the employee is eligible to apply shall be mailed to the employee by the installation head.

#### **Section 12.04. Bidding**

12.04(a). Notice for Bids. A notice for bids shall include:

12.04(a)(1). The title and duties of the position,

12.04(a)(2). Salary range,

12.04(a)(3). Hours of duty (beginning and ending),

12.04(a)(4). Principal assignment area and location of activity,

12.04(a)(5). Qualification standards and occupation code number,

12.04(a)(6). Invitation to employees to submit bids,

12.04(a)(7). Schedule of days of work,

12.04(a)(8). Beginning and closing date of the bid,

12.04(a)(9). Installation where the vacancy exists.

12.04(b). Successful Bidder.

12.04(b)(1). Within ten (10) days after the closing date of the notice for bids, the installation head shall post a notice stating the successful bidder.

12.04(b)(2). The successful bidder shall be placed in the new assignment within fifteen (15) days after the posting of the notice of successful bidder.

## **Section 12.05. Principles of Reassignment**

12.05(a). In the event that there are excess employees in a health unit, such excess employees may be involuntarily reassigned to existing vacancies in the same pay level in other health units or to other Postal Service positions consistent with appropriate regulations if no vacancies exist within the bargaining unit. If there are any employees who will remain in the health unit from which employees are to be reassigned, determination of which employee(s) will remain in that health unit shall be based on seniority. Once a determination is made as to which employees will be involuntarily reassigned, those employees will have the opportunity to select from available vacancies based on seniority. Employees involuntarily reassigned shall receive reimbursement for moving, mileage, per diem and movement of household goods, as appropriate, if legally payable, pursuant to the provisions of the Methods Handbook F-15, Travel. Employees involuntarily reassigned to other health units pursuant to this section shall retain their seniority upon reassignment.

12.05(b). A senior employee who would not have been involuntarily reassigned may voluntarily substitute for the most senior employee who would otherwise be reassigned. In such case, the senior employee shall not be reimbursed for moving and transportation expenses, and the employee's seniority upon reassignment shall be that of the more junior employee whose place is being taken.

12.05(c). When the Employer is planning a reduction in work force within a health unit, the Employer will meet with the Union at the national level at least 90 days in advance of implementation of the plan. The Union may, at such meeting, present alternatives to the involuntary relocation



of employees in order to minimize the disruptive impact on the employees, and the Employer will give such alternatives consideration.

12.05(d). When the Employer is planning a major reassignment of employees, the Employer will advise the Union at least sixty (60) days prior to the implementation of the planned reassignment. When the Employer is planning to close a tour that will result in the reassignment of employees, the Employer will advise the Union at least thirty (30) days prior to implementing the planned tour closing. The Union may request a meeting at the national level to discuss the planned reassignment or tour closing.

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

### **Section 13.01. Introduction**

The Employer and the Union, recognizing their responsibility to aid and assist deserving full-time regular and part-time employees who, through illness or injury, are unable to perform their regularly assigned duties, agree to the following provisions and conditions for reassignment to temporary or permanent light duty or other assignments.

### **Section 13.02. Non-Occupational Illness or Injury**

Upon request from an employee who is unable to perform the employee's regularly assigned duties due to a non occupational illness or injury, the installation head shall attempt, to the extent practical, to place the employee in a light duty assignment consistent with the employee's medical limitations. It is incumbent upon the employee making such a request to provide medical evidence of the extent of disability, so that the installation head may be able to assign the employee appropriate

work. An installation head may require the employee to supply additional medical information or submit to a medical examination by a physician designated by the installation head. Light duty assignments shall be within the bargaining unit, to the extent that there is bargaining unit work available within the employee's work limitations, and, if such work is not available, other appropriate and available work, if any, may be assigned.

### **Section 13.03. Occupational Illness or Injury**

An employee who is partially disabled as a result of an occupational illness or injury shall be accorded such rights as are established pursuant to the Federal Employees' Compensation Act, and applicable regulations, including the provisions of the Employee and Labor Relations Manual.

## **ARTICLE 14 SAFETY AND HEALTH**

### **Section 14.01. Responsibilities**

It is the responsibility of management to provide safe working conditions in the health units and to develop a safe and health conscious work force. The Union will cooperate with and assist management to live up to this responsibility.

### **Section 14.02. Cooperation**

The Employer and the Union insist on the observance of safety rules and safe procedures by employees and insist on correction of unsafe conditions. Health units must be maintained in a safe and sanitary condition, including occupational health and environmental conditions.

### **Section 14.03. Report of Unsafe and Unhealthful Conditions**

The Employer shall make available forms to be used by employees in reporting unsafe and unhealthful health unit conditions. If an employee believes he/she is being required to work under unsafe conditions, the employee may: (a) notify such employee's immediate supervisor who will promptly investigate the condition and take corrective action, if necessary; (b) file a grievance at Step 1 of the grievance procedure within fourteen (14) days of notifying such employee's supervisor if no corrective action has been initiated within 24 hours after the date of notification to the supervisor.

### **Section 14.04. Accident Review Boards**

An employee will, whenever possible, be given at least 24 hours advance notice before an appearance is required before an Accident Review Board. Upon request of the employee, union representation will be permitted at all discussions of accidents, provided that the acquiring of such union representation does not delay the scheduled discussion.

### **Section 14.05. Personal Protection Equipment**

The Employer will provide postal nurses with all personal protection equipment that the National Medical Director has determined to be appropriate and relevant, giving due consideration to OSHA requirements and the guidelines for nurses established by the Centers for Disease Control.

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

### **Section 15.01. 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 relating to wages, hours, and conditions of employment shall be processed through the grievance-arbitration procedure set forth in this Article prior to proceeding in any other forums.

### **Section 15.02. Grievance Procedure**

#### 15.02(a). Step 1.

15.02(a)(1). The Step 1 standard grievance form shall be filed with the immediate supervisor. The immediate supervisor of the bargaining unit nurses for the purpose of discussing Step 1 grievances is defined as the Occupational Health Nurse Administrator or such other person designated by the installation head or designee.

15.02(a)(2). Any grievance initiated at Step 1 must be filed within fourteen (14) days of the date on which the Union or the employee first learned or may reasonably have been expected to have learned of its cause.

15.02(a)(3). The immediate supervisor or designee will meet with the employee and/or steward or a Union representative as expeditiously as possible, but no later than fifteen (15) days following receipt of the Step 1 grievance unless the parties agree upon a later date.

15.02(a)(4). In all grievances appealed from Step 1 or filed at Step 2, where the grievant is represented by a steward or a Union representative, such representative shall have authority to settle or withdraw the grievance as a result of discussions or compromise in this Step. The immediate supervisor or designee in Step 1 also shall have authority to grant or settle the grievance in whole or in part.

15.02(a)(5). At the meeting the employee and/or steward or Union representative shall make a statement of facts relied upon, contractual provisions involved, and remedy sought. The employee and/or steward or Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a statement of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Article 28. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.

15.02(a)(6). Any settlement or withdrawal of a grievance in Step 1 shall be in writing or shall be noted on the standard grievance form, but shall not be a precedent for any purpose, unless the parties specifically so agree or develop an agreement to dispose of future similar or related problems.

15.02(a)(7). Where agreement is not reached the Employer's decision, along with reasons for denial, shall be furnished to the employee, steward or Union representative in writing, within fifteen (15) days after the Step 1 meeting unless the parties agree to extend the fifteen (15) day period. The decision shall include a statement of the Employer's understanding of (1) all relevant facts, (2) the contractual provisions involved, and (3) the reasons for denial of the grievance.

15.02(a)(8). If the employee, steward or Union representative believes that the facts or contentions set forth in the decision are incomplete or inaccurate, such person should, within fifteen (15) days of receipt of the Step 1 decision, transmit to the Employer's representative a written statement setting forth corrections or additions deemed necessary by the Union. Any such statement must be included in the file as part of the grievance record in the case. The filing of such corrections or additions shall not affect the time limits for appeal to Step 2.

15.02(a)(9). The Union may appeal an adverse Step 1 decision to Step 2. The Union shall be entitled to appeal an adverse decision to Step 2 of the grievance procedure within twenty-one (21) days after receipt of the immediate supervisor or designee's decision. Such appeal shall be made by completing a standard grievance form which shall include appropriate space for at least the following:

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

15.02(b). Step 2.

15.02(b)(1). Any appeal from an adverse decision in Step 1 shall be in writing to the Senior Area Medical Director if it involves a medically related issue and to the Area Manager, Human Resources for all other issues, with a copy to the Employer's Step 1 representative, and shall specify the reasons for the appeal.

15.02(b)(2). The grievant shall be represented at the Employer's area level by a representative designated by the Union and certified pursuant to Article 17. The Step 2 meeting of the parties' representatives to discuss the grievance shall be held within twenty-one (21) days after it has been appealed to Step 2. Each party's representative shall be responsible for making certain that all relevant facts and contentions have been developed and considered. The Union representative shall have authority to settle or withdraw the grievance in whole or in part. The Employer's representative likewise shall have authority to grant the grievance in whole or in part. In any case where the parties' representatives mutually conclude that relevant facts or contentions were not developed adequately in Step 1, they shall have authority to return the grievance to the Step 1 level for full development of all facts and further consideration at that level. In such event, the parties' representatives at Step 1 shall meet within ten (10) days after the grievance is returned to Step 2. Thereafter, the time limits and procedures applicable to Step 1 grievances shall apply.

15.02(b)(3). The Employer's written Step 2 decision on the grievance shall be provided to the Union's Step 2 representative within twenty-one (21) days after the parties have met in Step 2, unless the parties agree to extend the twenty-one day period. Such decision shall state the reasons for the decision in detail and shall include a statement of any additional facts and contentions not previously set forth in the record of the grievance as appealed from Step 1. Such decision also shall state whether the Employer's Step 2 representative believes that no interpretive issue under the USPS-NPPN Agreement or some supplement thereto which may be of general application is involved in the case. Any settlement or withdrawal of a grievance at Step 2 shall be in writing or shall be noted on the standard grievance form, but shall not be precedent for any purpose, unless the parties specifically agree.

15.02(b)(4). The Union may appeal an adverse decision directly to arbitration at the HQ LR Service Center, P.O. Box 23788, Washington, DC 20026-3788, within twenty-eight (28) days after the receipt of the Employer's Step 2 decision in accordance with the procedure hereinafter set forth; provided the Employer's Step 2 decision states that no interpretive issue under the USPS-NPPN Agreement or some supplement thereto which may be of general application is involved in the case.

15.02(b)(5). If either party's representative at any point in the grievance-arbitration procedure maintains that the grievance involves an interpretive issue under the USPS-NPPN Agreement, or some supplement thereto which may be of general application, this interpretive issue will become a national issue to be met on and



resolved (including arbitration) pursuant to the procedures set forth in Section 15.02(c). The Union representative shall be entitled to appeal an adverse decision to Step 3 (National level) of the grievance procedure. Any such appeal must be made within twenty-eight (28) days after receipt of the Employer's decision and include copies of the standard grievance form, the Step 1 and Step 2 decisions, and if filed, any Union corrections and additions filed at Steps 1 and 2. The Union shall furnish a copy of the Union appeal to the Area Manager of Human Resources.

#### 15.02(c). Step 3.

In any case properly appealed to this Step the parties shall meet at the National level promptly, but in no event later than thirty-five (35) days after filing such appeal in an attempt to resolve the grievance. The Union representative shall have authority to settle or withdraw the grievance in whole or in part. The Employer's representative shall have authority to grant or settle the grievance in whole or in part. The parties' Step 3 representatives may, by mutual agreement, return any grievance to Step 2 where (a) the parties agree that no national interpretive issue is fairly presented, or (b) it appears that all relevant facts have not been developed adequately. In such event, the parties shall meet at Step 2 within twenty-one days after the grievance is returned to Step 2. Thereafter the procedures and time limits applicable to Step 2 grievances shall apply. Following their meeting in any case not returned to Step 2, a written decision by the Employer will be rendered within twenty-one days after the Step 3 meeting unless the parties agree to extend the twenty-one day period. The decision shall include an adequate explanation of the reasons therefor. In

any instance where the parties have been unable to dispose of a grievance by settlement or withdrawal, the President of the NPPN/APWU shall be entitled to appeal it to arbitration at the National level within thirty-five (35) days after receipt of the Employer's Step 3 decision.

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

15.03(a). The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in settlement or withdrawal of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end.

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

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

15.03(d). It is agreed that in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement, such dispute may be initiated as a grievance at the Step 3 level by the President of the NPPN/APWU. Such a grievance shall be initiated in writing and must specify in detail the facts giving rise to the dispute, the

precise interpretive issues to be decided and the contention of the Union. Thereafter the parties shall meet at Step 3 within thirty-five (35) days in an effort to define the precise issues involved, develop all necessary facts, and reach agreement. Should they fail to agree, then, within twenty-one days of such meeting, each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to such issues. In the event the parties have failed to reach agreement within seventy (70) days of the initiation of the grievance in Step 3, the Union then may appeal it to arbitration, within thirty-five (35) days thereafter.

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

##### **15.04(a). General Provisions.**

15.04(a)(1). A request for arbitration shall be submitted within the specified time limit for appeal.

15.04(a)(2). No grievance may be arbitrated except when timely notice of appeal is given the Employer at the appropriate National or Area level in writing by the President of the Union.

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

15.04(a)(4). In the event that either party withdraws a case less than ten (10) days prior to the scheduled arbitration date, and the parties are unable to agree on scheduling another case on that date, the party withdrawing the case shall pay the full costs of the

arbitrator for that date. In the event that the parties settle a case or either party withdraws a case ten (10) or more days prior to the scheduled arbitration date and are unable to agree to schedule another case, the parties shall share the costs of the arbitrator for that date. If the parties settle a case less than ten (10) days prior to the scheduled arbitration and are unable to agree to schedule another case, the parties shall share the costs of the arbitrator for that date.

15.04(a)(5). Arbitration hearings normally will be held during the working hours where practical. Employees whose attendance as witnesses is required at hearings during their regular working hours shall be on Employer time when appearing at the hearing, provided the time spent as a witness is part of the employee's regular working hours.

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

15.04(a)(7). Cases will be scheduled for arbitration both at the National and Area level, in the order in which appealed unless the Union and the Employer have otherwise agreed.

15.04(a)(8). Cases appealed to arbitration which involve removals or suspensions for more than thirty (30) days shall be scheduled at the area level at the earliest possible date.

15.04(a)(9). Normally, there will be no transcripts of arbitration hearings or filing of post-hearing briefs in cases heard in regular area level arbitration, except either party at the National level may request a transcript, and either party at the hearing may request to file a post-hearing brief. However, each party may file a written statement setting forth its understanding of the facts and issues and its argument at the beginning of the hearing and also shall be given an adequate opportunity to present argument at the conclusion of the hearing. The arbitrator in any given case should render an award therein within thirty (30) days of the close of the record in the case.

15.04(a)(10). Cases involving national interpretive issues under this Agreement will be arbitrated at the National level. Separate dockets of cases appealed to arbitration at the National level shall be maintained for the Union.

15.04(a)(11). If either party concludes that a case referred to area arbitration involves an interpretive issue under the USPS-NPPN Agreement or some supplement thereto which may be of general application, that party may withdraw the case from arbitration and refer the case to Step 3 of the grievance procedure.

15.04(a)(12). The arbitrators selected by the parties shall serve for the term of this Agreement and shall continue to serve for six (6) months thereafter, unless the parties otherwise mutually agree.

15.04(a)(13). The arbitrators shall be selected by the method agreed upon by the parties' national representatives.

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### **Section 15.05. Administration**

The parties recognize their continuing joint responsibility for efficient functioning of the grievance procedure and effective use of arbitration. Commencing six (6) months after the signing of this Agreement, and semi-annually thereafter, the Employer will furnish to the Union a copy of a semi-annual report containing the following information covering operation of the arbitration procedure at each Area separately:

- 15.05(a). number of cases appealed to arbitration;
- 15.05(b). number of cases scheduled for hearing;
- 15.05(c). number of cases heard;
- 15.05(d). number of scheduled hearing dates, if any, which were not used;
- 15.05(e). the total number of cases pending but not scheduled at the end of the semi-annual period.

## **ARTICLE 16 DISCIPLINE PROCEDURE**

### **Section 16.01. Administration**

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

### **Section 16.02. Discussions**

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

### **Section 16.03. Letter of Warning**

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

### **Section 16.04. Suspensions of Not More Than 14 Days**

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 said employee will be suspended after ten (10) calendar days during which ten-day period the employee shall remain on the job or on the clock (in pay status) at the option of the Employer. However, if a timely grievance is initiated, the effective date of the suspension will be delayed until disposition of the

grievance, either by settlement or an arbitrator's final and binding decision. The employee shall remain on the job or on the clock (in pay status) at the option of the Employer.

### **Section 16.05. Suspensions of More Than 14 Days or Discharge**

In the case of suspensions of more than fourteen (14) days, or of discharge, any employee shall, unless otherwise provided herein, be entitled to an advance written notice of the charges against the employee and shall remain either on the job or on the clock at the option of the Employer for a period of thirty (30) days. Thereafter, the employee shall remain on the rolls (non-pay status) until disposition of the case has been had either by settlement with the Union or through exhaustion of the grievance-arbitration procedure. A preference eligible who chooses to appeal a suspension of more than fourteen (14) days or a discharge to the Merit Systems Protection Board (MSPB) rather than through the grievance-arbitration procedure shall remain on the rolls (non-pay status) until disposition of the case has been had either by settlement or through exhaustion of the employee's MSPB appeal. When there is reasonable cause to believe an employee is guilty of a crime for which a sentence of imprisonment can be imposed, the Employer is not required to give the employee the full thirty (30) days' advance written notice in a discharge action, but shall give such lesser number of days advance written notice as under the circumstances is reasonable and can be justified. The employee is immediately removed from a pay status at the end of the notice period.

### **Section 16.06. Indefinite Suspension — Crime Situation**

16.06(a). The Employer may indefinitely suspend an employee in those cases where the Employer has reasonable cause to believe an employee is guilty of a crime for which a sentence of imprisonment can be imposed. In such cases, the Employer is not required to



give the employee the full thirty (30) days advance notice of indefinite suspension, but shall give such lesser number of days of advance written notice 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.

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

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

16.06(d). The Employer may take action to discharge an employee during the period of an indefinite suspension whether or not the criminal charges have been resolved, and whether or not such charges have been resolved in favor of the employee. Such action must be for just cause, and is subject to the requirements of Section 16.04 of this Article.

### **Section 16.07. 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 made. If it is proposed to suspend such an employee for more than fourteen (14) days or discharge the employee, the emergency action taken under this Section may be made the subject of a separate grievance.

#### **Section 16.08. Review of Discipline**

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

#### **Section 16.09. Veterans' Preference**

A preference eligible is not hereunder deprived of whatever rights of appeal such employee may have under the Veterans' Preference Act; however, if the employee appeals under the Veterans' Preference Act, the employee thereby waives access to any procedure under this Agreement beyond Step 3 of the grievance-arbitration procedure.

#### **Section 16.10. Employee Discipline Records**

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

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

## **ARTICLE 17 UNION REPRESENTATION**

### **Section 17.01. Appointment of Representatives**

17.01(a). The Union may certify a steward from the bargaining unit for the work locations in a specified district. The Union may also certify an area representative for the work locations in a specified area. Grievances and disciplinary actions will be handled by stewards designated by the NPPN President as provided in Section 17.01(b).

17.01(b). The NPPN President may designate any NPPN steward or any APWU steward to handle a particular grievance or disciplinary matter. If the union representative does not work at the facility in which the grievance arose, the matter may be handled by telephone.

### **Section 17.02. Rights of NPPN Representatives**

17.02(a). Stewards and other union representatives may investigate, present, and adjust grievances. The steward or representative properly certified in accordance with Section 17.01 may request and shall have access through the appropriate supervisor to review the documents, files, and other records necessary for and relevant to 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, provided such interviews do not disrupt the operations of the work location or other postal work units. Such requests shall not be unreasonably denied.

17.02(b). When it is necessary for a steward or other union representative to leave his or her work location or facility to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, he or she shall request permission from the immediate supervisor. Such request shall not be unreasonably denied. In the event the duties require the steward or representative to leave the work area and enter another area within a facility or another facility, the steward or Union representative must also receive permission from the supervisor of the area to be entered, and such request shall not be unreasonably denied.

While serving as a steward, an employee may not be involuntarily transferred to another tour or work location unless there is no other assignment for which the employee is qualified on his or her tour or in the work location.

17.02(c). All polygraph tests shall be voluntary.

### **Section 17.03. Payment of Stewards and Employee Witnesses**

17.03(a). The aggrieved employee and a steward or other NPPN representative certified pursuant to Section 17.01(a), shall be paid at the applicable straight time rate for time during their regularly scheduled work hours actually spent in grievance handling, including investigations and meetings with the Employer through Step 3 of the grievance procedure. The steward or other NPPN representative shall be paid for time necessary to write a grievance during his or her regularly scheduled work hours. USPS will also compensate any employee witness for time required to attend a Step 3 meeting.

17.03(b). Union officers, stewards or area representatives shall be paid for time spent attending meetings called by the Employer, provided the meeting falls within their regularly scheduled work hours.

#### **Section 17.04. Checkoff**

Without cost to the Union, USPS shall deduct and remit regular and periodic dues from the pay of employees who are members of the Union, provided that USPS has received a written assignment which shall be irrevocable for a period of not more than one year. USPS agrees to remit to the Union all deductions to which it is entitled within 14 days of the pay period in which the deductions are made.

#### **Section 17.05. National Representative**

The parties agree that the NPPN may designate a bargaining unit member to serve as a national NPPN representative. This national NPPN representative shall be allowed up to two consecutive eight hour workdays (sixteen hours) per week to perform steward duties on leave without pay (LWOP).

#### **Section 17.06. Telephone Conferences**

Grievances and other matters handled by NPPN designated representatives may be discussed on the telephone. Each party is responsible for its own costs, including telephone and FAX costs. In all such telephone grievance processing situations, the NPPN representative shall provide the USPS representative with a written statement of the facts and issue(s) at least 24 hours in advance of the telephone discussion.

#### **Section 17.07. New Employees**

The Union shall be notified of any new hire at least 48 hours before the employee reports to work.

## **ARTICLE 18 NO STRIKE**

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

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

### **Section 18.02. Union Responsibility**

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

### **Section 18.03. Union Compliance**

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

### **Section 18.04. Legislation**

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

## **ARTICLE 19 HANDBOOKS AND MANUALS**

### **Section 19.01. Intent**

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

### **Section 19.02. Union Notification**

Notices of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at least thirty (30) days prior to issuance. At the request of the Union, the parties shall meet concerning such changes. If the Union, after the meeting believes the proposed changes violate this Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure within thirty (30) days after receipt of the notice of proposed change. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished the Union upon issuance.

## **ARTICLE 20 PARKING**

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

Current policy concerning parking for employees covered by this Agreement, on an installation-by-installation basis, shall continue in effect.

### **Section 20.02. Energy Usage**

In order to reduce energy usage the Employer and the Union will promote the use of carpooling and public transportation, where available.

### **Section 20.03. Security for Employees**

Recognizing the need for adequate security for employees in parking areas, and while en route to and from parking areas, the Employer will take reasonable steps, based on the specific needs of the individual location, to safeguard employee security.

### **Section 20.04. Local Labor-Management Meetings**

Parking for bargaining unit nurses is a proper topic for discussion at National Labor-Management Committee meetings. Local management will consider the Union's request for parking for bargaining unit nurses based on the need for adequate security for nurses and ready access to the health unit.



## **ARTICLE 21 BENEFIT PLANS**

### **Section 21.01. Health Benefits**

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

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

21.01(b). **For career employees the bi-weekly Employer contribution for self only, self plus one, and self and family plans in Plan Year 2019 and 2020 will be an amount equal to 74% of the weighted average bi-weekly premiums under the FEHB as determined by the Office of Personnel Management (OPM), and will not exceed 77.25% for any individual plan.**

• **For Plan Year 2021, 2022, and 2023, the bi-weekly Employer contribution for FEHB plans will be 72% of the weighted average bi-weekly premiums as determined by the OPM, and will not exceed 75% for any individual plan.**

21.01(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.

21.01(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 child care and elder care expenses as authorized under Section 125 of the Internal Revenue Code.

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

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

### **Section 21.03. Retirement**

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

### **Section 21.04. Injury Compensation**

Employees covered by this Agreement shall be covered by subchapter 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 21.05. Health Benefit Brochures**

When a new employee who is eligible for enrollment in the Federal Employees Health Benefit Program enters the Postal Service, the employee shall be furnished a copy of the Health Benefit Plan brochure of the Union or its affiliate.

### **Section 21.06. Malpractice**

An employee who is named as defendant in a malpractice suit as a result of an incident occurring within the scope of the employee's official duties shall be covered by the provisions of subchapter 668 of the Employee and Labor Relations Manual.

## **ARTICLE 22 BULLETIN BOARDS**

Where requested, the Employer shall furnish the Union a bulletin board, subject to the conditions stated herein, if space is available. The bulletin board shall be for the exclusive use of the Union. The Union may place a literature rack in swing rooms, if space is available. Only suitable notices and literature may be posted or placed on the bulletin boards. There shall be no posting or placement of notices or literature on the bulletin boards except upon the authority of the officially designated union representative.

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

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

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

### **Section 24.01. Step Increases and Benefits Determination**

Any employee on leave without pay to devote full or part-time service to a Union signatory to this Agreement shall be credited with step increases as if the employee had been 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 procedure. Annual and sick leave will be earned in accordance with existing procedures based on hours worked.

### **Section 24.02. Leave to Attend Union Conventions**

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

### **Section 24.03. Choice Vacation Period**

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

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

#### **Section 24.04. Requests for Leave Without Pay**

An employee may request leave without pay to devote full-time or part-time service to the Union signatory to this Agreement by submitting to the employee's immediate supervisor a fully completed PS Form 3971, including the number of hours requested and the month, day and hour that the leave would start and end. This includes requests made pursuant to Article 17, Section 17.05. Such requests shall be submitted a minimum of forty-eight (48) hours in advance of the start of the requested period of leave without pay. The Employer recognizes that in exceptional circumstances a Union official may make an oral request for the above-described leave less than forty-eight (48) hours in advance of the start of such leave. The Employer will make every reasonable effort to grant such exceptional requests.

### **ARTICLE 25 HIGHER LEVEL ASSIGNMENTS**

#### **Section 25.01. Temporary Assignments to Higher Level Positions Outside the Bargaining Unit**

Temporary assignments to higher level positions outside the bargaining unit, including, but not limited to the OHNA position, shall be in accord with the applicable provisions of Chapter 4, Pay Administration, Employee and Labor Relations Manual. For purposes of this Section, the primary or core duties of the OHNA shall be considered managerial.

## **Section 25.02. Leave Administration**

25.02(a). Short Term. Employees working short term on a higher level assignment or detail will be entitled to approved sick leave or annual leave at the higher level rate for a period not to exceed three (3) days, provided they resume work on the higher level assignment or detail upon return to work from the sick leave or annual leave. Short term shall mean that an employee has been on a higher level assignment or detail for a period of not more than 29 consecutive workdays at the time the leave is taken. All short term assignments or details will automatically be canceled if replacements are required for the absent detailed employees.

Section 25.02(b). Long Term. Employees working long term on a higher level assignment or detail will be entitled to approved sick leave or annual leave at the higher level rate, provided they resume work on the higher level assignment or detail upon return to work from sick leave or annual leave. Long term shall mean that the employee has been on the higher level assignment or detail for 30 or more consecutive workdays at the time the leave is taken.

25.02(c). Terminal Leave Payments. Terminal leave payments resulting from death will be paid at the higher level for all employees who are assigned or detailed to higher level positions on their last workday.

## **ARTICLE 26 RESERVED**

- Reserved for future use -

## **ARTICLE 27 COMMITTEES**

### **Section 27.01. Joint Committee on Professional Status**

27.01(a). There shall be established at the national level a Joint Committee on Professional Status. The Committee shall consist of three (3) representatives of the Employer, one of whom shall be the National Medical Director or designee, and three (3) representatives of the Union. The Committee, by majority vote, may agree to permit or invite the participation of other persons on a non-voting basis. The Committee shall meet annually and at such other times as mutually agreeable to the parties. Agenda items for discussion by the Committee shall be submitted by each party to the other party at least fourteen (14) days before the scheduled meeting date. The purpose of the Committee is to foster improved communications between the Employer and its nurses in the area of professional status and recognition. To this end, the Committee shall:

27.01(a)(1). Consider constructively the professional status of occupational health nurses in the United States Postal Service;

27.01(a)(2). Work constructively for the improvement of occupational health care and nursing performance;

27.01(a)(3). Recommend to the Employer ways and means of improving occupational health care; and

27.01(a)(4). Make recommendations concerning the improvement of the general state of the health of postal employees and the institution of preventive health measures.

27.01(b). The Committee may recommend measures designed to improve the professional status and recognition of nurses in the United States Postal Service



and to improve the quality of occupational health nursing in postal facilities. The subject of the Quality of Working Life for professional nurses may be an item of discussion during the meetings of this Committee. The Employer will give such recommendations due consideration. The Committee will not discuss economic issues or matters subject to the collective bargaining agreement. Activities of the Committee are advisory and are not subject to the grievance-arbitration procedure.

### **Section 27.02. National Joint Labor-Management Committee**

27.02(a). There shall be established a National Joint Labor-Management Committee, the purpose of which shall be to foster amicable relations between the Employer and the Union, and to mutually resolve potential national problems in the area of labor-management relations. The Committee shall meet annually and at such other times as mutually agreeable to the parties.

27.02(b). Topics for discussion by the Committee shall include, but not be limited to, general matters pertaining to non-discrimination and civil rights, safety and health, and general labor-management relations problems. Agenda items shall be submitted by each party to the other party at least fourteen (14) days before the scheduled meeting date. The Committee shall not serve as a forum for discussing economic issues, matters for collective bargaining, or particular grievances, nor shall it serve as an alternative to the grievance-arbitration procedure set forth herein. The Committee serves in an advisory capacity only. The Committee may make recommendations to the Employer who shall give the recommendations due consideration.

## **ARTICLE 28 UNION-MANAGEMENT COOPERATION**

### **Section 28.01. Membership Solicitation and Dues Collection**

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

### **Section 28.02. Furnishing Information to Union**

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

28.02(b). Requests for information relating to purely local matters should be submitted by a union representative from that installation to the installation head or designee. All other requests for information should be directed by the President of the Union to the Vice-President for Labor Relations.

28.02(c). The Employer shall, on an accounting period basis, provide the Union with a list of hires, promotions, demotions, and separations of bargaining-unit employees for the Union. During March and September, the Employer shall furnish the Union two copies of a listing containing the following information concerning employees in the

bargaining unit: name, full address, Social Security Number; health benefits enrollment code number; work facility name; and finance number.

28.02(d). Nothing herein shall waive any rights the Union may have to obtain information under the national Labor Relations Act, as amended.

## **ARTICLE 29 SUBCONTRACTING**

### **Section 29.01. Evaluation**

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 29.02. Notification to the Union**

The Employer will give advance notification to the Union when subcontracting which will have a significant impact on the bargaining unit is being considered. The Employer will meet with the Union 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.

The provisions of this Article shall not be applicable to the Employer's utilization of contract nurses as set forth in Article 7, Employee Classifications, Section 7.02 of this Agreement.

## **ARTICLE 30 NONPOSTAL TRAINING AND EDUCATION**

### **Section 30.01. General Training Policy**

The Employer recognizes that the availability of training opportunities is in the best interests of the Employer and all of its employees. Therefore, the Employer shall continue in effect the

provisions of Chapter 7 of the Employee and Labor Relations Manual, Training and Development, as such chapter may apply to employees covered by this Agreement. The United States Postal Service Occupational Medical Program strives to maintain the highest level of medical and nursing expertise. Employer-provided continuing education for nurses will be part of this effort. In furtherance of this policy, nurses may be required to attend courses, seminars, and meetings to enhance their occupational nursing skills as those skills relate to employment as Postal Service Occupational Health Nurses.

### **Section 30.02. Continuing Education**

#### Section 30.02(a). Continuing Education Required For License

Each nurse must earn the number of nursing continuing education units (CEUs) as required by state law or regulation to maintain their nursing licenses by attending courses, seminars, or similar programs. Each nurse will also be provided CPR training as required by their state of licensing with the training provided or paid for by the Employer.

Section 30.02(b). Continuing Education Reimbursement Occupational Health Nurses will be permitted to attend a maximum of 24 hours of continuing education unit (CEU) courses on the clock per calendar year.

The Employer will reimburse career Occupational Health Nurses for up to \$500 per calendar year for the following expenses:

- (1) Courses for CEU credits to maintain RN certification and costs associated with those courses, including travel costs;

- (2) Courses for CEU credits to maintain other relevant professional certifications (e.g., COHN), and costs associated with those courses, including travel costs;
- (3) Annual renewal fees for RN certifications or other relevant professional certifications; or
- (4) Annual membership fees in professional nursing organizations, except that such reimbursement will be conditioned upon proof that the employee obtained at least one CEU credit through their membership in the professional organization in the year for which the membership fee is being reimbursed.

The USPS is committed to providing educational opportunities that enable career occupational health nurses to acquire the skills and knowledge necessary to practice competently in the specialty of occupational health nursing. Occupational health nurse continuing education may be provided through the National, State and Local American Association of Occupational Health Nurses Chapters and other approved sources which provide educational courses in Occupational Health Nursing. The Postal Service recommends that these, or equivalent sources, are used for this required continuing education.

Particular emphasis in continuing education training shall be placed on enabling nurses to acquire the skills and knowledge necessary to perform the duties of the newly-revised OHN Position Description. Such training may be provided by the USPS using in-house resources at the discretion of the USPS.

### Section 30.02(c). Exceptions

Nurses who enter the bargaining unit less than twelve (12) months before the expiration of this Agreement are not entitled to training financed by the Employer.

### Section 30.03. Requests and Approvals

Occupational Health Nurses will have the discretion to apply their reimbursement funds toward any of the categories listed in Section 30.02(b). Occupational Health Nurse attendance at and reimbursement for continuing education sessions will be subject to Management approval. Requests for approval to attend continuing education sessions and for schedule changes to cause such attendance to coincide with scheduled work hours are to be submitted through the employee's supervisor to the Senior Area Medical Director for review and recommendation to the installation head. These requests must be made in writing as far in advance as possible, but not less than thirty (30) days before the date of the program. The installation head shall act on the request as expeditiously as possible, and shall, to the extent possible, advise the employee of the approval or denial of the request in writing no later than fourteen (14) days after the date on which the request was received. The Senior Area Medical Director reserves the right to provide or prescribe continuing education hours (CEHs) courses.

Training denials may be reviewed in accordance with ELM 742.22.

### **Section 30.04. Payment**

Approved attendance hours in training as described in 30.02 will be paid at the nurse's straight time basic salary but excluding night shift, Sunday premium, out-of-schedule and all other premiums. However, nurses continue to be subject to FLSA regulations. Training tuition, fees, books, and supplies will be provided in accordance with Section 742.31 of the ELM.

## **ARTICLE 31 EMPLOYEE ASSISTANCE PROGRAM**

### **Section 31.01. Statement of Principle**

31.01(a). 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 EAP by the Employer, the EAP counselor will have a reasonable period of time to evaluate the employee's progress in the program. Both the Union and the Employer through labor-management cooperation, support the continuation of the EAP Program at the current level. In addition, the Employer will give full consideration to expansion of the EAP Program where warranted.

31.01(b). An employee's participation in such programs will be considered favorably in disciplinary action proceedings.

### **Section 31.02. Program Review**

The status and progress of the EAP Program, including improving methods for identifying alcoholism at its early stages and encouraging employees to obtain treatment without delay, will be proper agenda items for discussion at Joint Labor-Management Committee meetings as set forth under Article 27. Such discussion shall not breach the confidentiality of EAP participants.

### **Section 31.03. Employee Referrals**

In postal installations having professional health units, the health unit will maintain a current listing of all local community federally-approved drug treatment agencies for referring employees with such problems.

## ARTICLE 32 SEPARABILITY AND DURATION

### Section 32.01. Separability

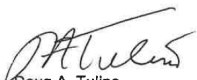
Should any part of this Agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement, and they shall remain in full force and effect. When any provision is declared invalid, the parties will negotiate for a substitute provision concerning that subject matter in accordance with the procedures specified in 39 U.S.C. §1207.

### Section 32.02. Duration

This Agreement effective upon the date of execution, except where otherwise noted, shall remain in full force and effect to and including 12 midnight **August 11, 2023**, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than 90 or more than 120 days before the expiration date of the Agreement.

In witness whereof the parties hereto affix their signatures below this 16th day of March 2020.

For the USPS



Doug A. Tulino  
Vice President, Labor Relations  
United States Postal Service

For the NPPN



Stephen R. Brooks  
Director, Support Services  
American Postal Workers Union, AFL-CIO



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED STATES POSTAL SERVICE  
AND THE NATIONAL POSTAL PROFESSIONAL NURSES**

**Re: Layoff**

Each employee who is employed in the regular work force as of August 10, 2012, shall be protected henceforth against involuntary layoff or force reduction during the term of this Agreement. This Memorandum of Understanding shall expire on August 18, 2017.

**MEMORANDUM FOR RESPONSIBLE HEALTH UNIT  
MANAGERS**

Subject: Use of Contract Nurses

The National Postal Professional Nurses (NPPN) has brought to our attention that some facilities may not be fully in compliance with Section 7.02 of the USPS-NPPN Agreement covering bargaining unit occupational health nurses. Postal management should be reminded that the collective bargaining agreement prohibits the use of contract nurses to avoid the hiring of full-time or part-time nurses.

Joseph J. Mahon, Jr.

cc: District Directors, HR

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED STATES POSTAL SERVICE  
AND NATIONAL POSTAL PROFESSIONAL NURSES**

**Re: Flexible Starting Salary**

The United States Postal Service and the National Postal Professional Nurses (NPPN) agree that the Employer, where it determines in its discretion that such action is warranted, may set the starting salary for newly hired bargaining unit employees at any step of the salary schedule. Any current

bargaining unit employee at the facility at a lesser step(s) than the newly hired employee at that facility, will be placed at the same step as the newly hired employee.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED STATES POSTAL SERVICE  
AND NATIONAL POSTAL PROFESSIONAL NURSES**

**Re: Selection of Arbitration Panels**

USPS-NPPN National Arbitration Panel:

The Employer and the Union will attempt to mutually agree to select two (2) arbitrators from those already serving on the Postal Service National Arbitration Panels to hear grievances involving national interpretive issues arising under this Agreement on a rotating basis, if available.

If the parties cannot mutually agree on the selection of the National arbitrators from the list of those arbitrators already serving on the Postal Service National Panels, each party will provide a list of names of six (6) proposed National arbitrators. If the parties are unable to mutually agree on the selection of the National arbitrators from these twelve (12) names, they shall combine each party's list in to a single list. The parties shall then alternate in striking names from this list until only two (2) names remain. Those will then constitute the USPS-NPPN National Arbitration Panel under this agreement.

USPS-NPPN Area Arbitration Panels:

The Employer and the Union will attempt to mutually select two (2) arbitrators from those already serving on the Postal Service Area Arbitration Panels to hear non-interpretive and discipline grievances at the Area level arising under this Agreement on a rotating basis, if available. The arbitrators will be selected from a listing of twelve (12) arbitrators presently serving on the Postal Service Area Arbitration Panels for the specific Area. If the parties are unable to mutually agree on the selection of two (2) names for the Area Panel of arbitrators, they shall then

alternate in striking names from the Area list until only two (2) names remain. Those arbitrators will then constitute the USPS-NPPN Area Arbitration Panel for a specific Area, as designated below.

USPS-NPPN Area Arbitration Panels Designated  
Under the **2017-2023** USPS-NPPN Agreement

USPS-NPPN **Capital Metro** Area Arbitration Panel.

To hear non-interpretive and discipline grievances arising under this Agreement in those postal installations in the present Postal Service Capital Metro.

USPS-NPPN Eastern Area Arbitration Panel.

To hear non-interpretive and discipline grievances arising under this Agreement in those postal installations in the present Postal Service Eastern Area.

USPS-NPPN Northeast Area Arbitration Panel.

To hear non-interpretive and discipline grievances arising under this Agreement in those postal installations in the present Postal Service Northeast Area.

USPS-NPPN Southern Area Arbitration Panel.

To hear non-interpretive and discipline grievances arising under this Agreement in those postal installations in the present Postal Service Southern Area.

USPS-NPPN Western Area Arbitration Panel.

To hear non-interpretive and discipline grievances arising under this Agreement in those postal installations in the present Postal Service Western Areas.

**USPS-NPPN Great Lakes Area Arbitration Panel.**

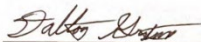
**To hear non-interpretive and discipline grievances arising under this Agreement in those postal installations in the present Postal Service Great Lakes Area.**

USPS-NPPN Pacific Area Arbitration Panel.

To hear non-interpretive and discipline grievances arising under this Agreement in those postal installations in the present Postal Service Pacific Area.

For the USPS:

For the NPPN:



Dalton M. Grisham  
Chief Spokesperson  
United States Postal Service



Stephen R. Brooks  
Director, Support Services  
American Postal Workers Union, AFL-CIO

Ms. Idell Mitchell  
President  
National Postal Professional Nurses  
P.O. Box 1605  
Temple Hills MD 20757-1605

Re: Immunity from Liability

1992 USPS-NPPN Negotiations

Dear Ms. Mitchell:

This letter is written to provide you with information about nurses' potential liability for malpractice without a malpractice policy.

The Federal Employees' Liability Reform and Tort Compensation Act of 1988 was enacted into law. That Act was prompted by a Supreme Court decision which greatly curtailed the immunity from common law tort suits (which includes malpractice suits) previously enjoyed by federal employees. The Act was passed to overturn the Supreme Court's decision and thereby provide full immunity from liability for all common law torts committed by federal employees within the scope of their employment. Specifically excluded from the Act's immunity coverage are claims which allege the violation of constitutional rights or the violation of federal statutes. The Act

applies to all claims and cases pending on or initiated after the date of enactment. The Act makes the Federal Tort Claims Act the exclusive remedy for claims covered by the Act, which means that individual government employees, including postal nurses, cannot be sued; only the United States can be sued.

In any malpractice suit against a postal nurse which may be pending or which may be filed in the future against a postal nurse, seeking to recover for injuries or other losses alleged to have occurred as the result of improper actions taken within the scope of the nurse's employment, the nurse is entitled to request that the suit be dismissed as to the nurse. When the United States Attorney certifies that the actions of the nurse were taken within the scope of employment, the following events will occur:

- (a) The suit will be defended by an Assistant United States Attorney at no cost to the nurse named as the defendant.
- (b) The United States will be substituted as the defendant, and the nurse will no longer be named as a defendant.
- (c) In the event that a judgment is entered in favor of the party bringing the suit, the judgment will be paid by the Postal Service, and no reimbursement will be sought from the nurse involved.

If a postal nurse receives notice that a suit has been filed against the postal nurse, that nurse should follow the instructions contained in Section 668.12 of the Employee and Labor Relations Manual.

In many ways, the immunity by the Act is better for the nurse than having a malpractice insurance policy. The immunity from liability covers not only claims arising from malpractice, but also claims arising from all other common law torts. While a malpractice insurance policy would probably not afford a nurse

coverage for liability on claims arising from such torts as libel, slander, false arrest, or misrepresentation, the Act affords complete immunity for any such torts committed within the scope of the postal nurse's employment. Moreover, any malpractice insurance policy would have some dollar limit on the amount of protection provided; in contrast, the Act's protection has no dollar limit.

Sincerely,

Joseph J. Mahon, Jr.

Ms. Idell Mitchell  
President  
National Postal Professional Nurses  
P.O. Box 1605  
Temple Hills MD 20757-1605

Re: Medical Directives

Dear Ms. Mitchell:

The National Postal Professional Nurses expressed its concern during the recently concluded negotiations that some of the health units do not have medical directives. The Postal Service appreciates that concern and, to address this situation, will issue a memorandum which reiterates the requirement that all health units have medical directives in place.

Sincerely,

D. Richard Froelke, Manager  
Negotiations Planning and Support  
Attachment

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

**Re: Article 21.01**

1. The method for determining the Employer bi-weekly contributions to the cost of employee health insurance for those NPPN career employees enrolled in the APWU Health Plan Consumer Driven Self or Consumer Driven Family options (FEHBP Codes 474, **476**, and 475) shall be as follows:
  - A. For Plan Years **2021, 2022, and 2023**, the **bi-weekly** Employer's contribution will equal the rate then in effect for the American Postal Workers Union, AFL-CIO **for the APWU Health Plan Consumer Driven Self, Self Plus One, and Family options**
  - B. For Plan Years **2021, 2022, and 2023**, the Employer's contribution limitation will equal the rate then in effect for the American Postal Workers Union, AFL-CIO **toward the APWU Health Plan Consumer Driven Self, Self Plus One, and Family options.**
  - C. Employees will receive the Employer contribution in the APWU Health Benefit Plan Consumer Driven Self or Consumer Driven Family plans only after those employees are first enrolled in a FEHBP plan for a period of one full year. Otherwise, the Employer



contribution for those employees who may choose to enroll in the APWU Health Plan Consumer Driven Self or Consumer Driven Family plans shall be the same as the contribution for other plans under this Agreement.

2. The Employer contribution for the APWU High Self and High Family plan options (FEHBP codes 471, **473**, and 472) will be the lesser of:
  - A. The Employer share of the OPM weighted average bi-weekly premium in a given plan year, as provided in Article 21.01(b) or;
  - B. 84.5% of the total premium for the APWU High plan options.

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

**Re: Annual Leave Exchange Option**

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

1. The employee must be at the maximum leave carry-over ceiling at the start of the leave year, and
2. The employee must have used fewer than 75 sick leave hours in the leave year immediately preceding the year for which the leave is being exchanged.

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

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

**Re: Bereavement Leave**

NPPN represented employees may use a total of up to three workdays of annual leave, sick leave, or leave without pay, to make arrangements necessitated by the death of a family member or to attend the funeral of a family member.

Authorization of leave beyond three workdays is subject to the conditions and requirements of Article 10 of this Agreement and Subsection 510 of the Employee and Labor Relations Manual.

Definition of Family Member.

“Family member” is defined as a:

- (a) Son or daughter – a biological or adopted child, stepchild, daughter-in-law, or son-in-law;
- (b) Spouse;
- (c) Parent - including a mother-in-law or father-in-law; or
- (d) Sibling – brother, sister, brother-in-law, or sister-in-law; or
- (e) Grandparent.

Use of Sick Leave.

For employees opting to use available sick leave, the leave will be charged to sick leave for dependent care, if available.

Documentation.

Documentation evidencing the death of the employee’s family member is required only when the supervisor deems documentation desirable for the protection of the interest of the Postal Service.

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

**Re: Deaf and Hard of Hearing**

REASONABLE ACCOMMODATION  
FOR THE DEAF AND HARD OF HEARING

MANAGEMENT'S RESPONSIBILITY

Management has an obligation to reasonably accommodate Deaf and Hard of Hearing employees with a disability under the Rehabilitation Act (the "Act") and applicants represented by the APWU who request assistance in communicating with or understanding others in work related situations, such as, but not limited to:

- (a) During investigatory interviews which may lead to discipline, discussions with a supervisor on job performance or conduct, or presentation of a grievance pursuant to Article 17 and other provisions of the collective bargaining agreement.
- (b) During some aspects of training, including formal classroom instruction.
- (c) During portions of EAP programs or EEO counselings.
- (d) In critical elements of the selection process, such as during testing and interviews.
- (e) During employee orientations and safety talks, CFC and savings bond drive kickoff meetings.
- (f) During the filing or meetings concerning an employee's OWCP claim.

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

## IMPLEMENTATION

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

- (a) 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.
- (b) The importance of the situation as it relates to work requirements, job rights, and benefits.
- (c) The availability and cost of the alternative resources under consideration.
- (d) Whether the situation requires confidentiality.

Available resources which should be considered include, but are not limited to the following:

- (a) Installation heads are authorized to pay for certified interpreters. Every effort will be made to provide certified interpreters when deemed necessary by an application to the principles set forth herein.
- (b) In some states, the Division of Vocational Rehabilitation (DVR) provides interpreters at no charge. When a decision is made that an interpreter is the appropriate accommodation and a DVR interpreter is not available other methods of securing an interpreter should be used, such as through Video Remote Interpreting (VRI) technology, if available, postal-approved and authorized or other new and evolving technology that is authorized and approved.
- (c) Volunteer interpreters of individuals skilled in signing may be obtained from the work force or from the community. The skill level of such persons should be considered.

- (d) In some situations, such as day-to-day instructions and routine communications, written communications may be appropriate based on the employee's ability to comprehend written communications.
- (e) Supervisors, training specialists, EAP, and EEO counselors may be trained in sign language.
- (f) NPPN represented deaf or hard of hearing applicants will be scheduled for a specific examination time when an interpreter will be available.
- (g) State or Federal relay services or other postal-approved technology, such as Video Relay Service (VRS) or VRI, if available and authorized, or other new and evolving technology that is available, authorized, and approved, may provide a way for a deaf or hard of hearing employee to conduct postal business by telephone with other employees and customers.
- (h) When possible, interpretive services as described in (a) through (f) above should be scheduled as far in advance as possible.
- (i) In the event of an emergency situation, the Postal Service will strive to communicate the nature of the emergency as soon as possible.

Management will provide the following assistance for deaf and/or hard of hearing employees with a disability under the Act:

- (a) All films or videotapes designed for the training or instruction of regular work force employees developed on or after October 1, 1987, shall be opened or closed captioned. To the extent practicable, existing films or videotapes developed

nationally that will continue to be used by deaf or hard of hearing employees with some frequency, will be opened or closed captioned.

- (b) Special communications devices for the deaf will be installed in all postal installations employing deaf employees in the regular work force. Special communications devices, or telephone volume control devices will be installed for hard of hearing employees whenever a hard of hearing employee needs a reasonable accommodation in order to communicate by phone. These devices will be available to deaf and/or hard of hearing employees for official business and in the case of personal emergencies. As appropriate, Management will provide training to staff on the use of these special communication devices.
- (c) A visual alarm will be installed on all moving powered industrial equipment in all postal installations employing deaf employees in the regular work force or in any installation where such a reasonable accommodation is necessary for a hard of hearing employee.
- (d) Visual fire alarms will be installed in all new postal installations (installations for which the U.S. Postal Service, as of June 12, 1991, had not awarded a contract for the design of the building) where the Postal Service installs audible fire alarms. The parties will discuss and seek to agree at the local level about the installation in such other facilities as may be appropriate.

## JOINT LABOR-MANAGEMENT MEETINGS

Discussion of problem areas with regard to the use of certified sign interpreters, enhancement of job opportunities for the deaf and hard of hearing, including recruitment and hiring efforts, type of special communication devices or volume control devices to be installed, installation of visual alarms or other systems such as tactile devices at other than new postal installations, and the availability of new technologies which may help deaf and hard of hearing employees perform a variety of tasks are appropriate matters for consideration at Joint Labor-Management meetings. Discussion of such matters at Labor-Management meetings is not a prerequisite to the filing or processing of a grievance.

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE NATIONAL POSTAL PROFESSIONAL NURSES/ AMERICAN POSTAL WORKERS UNION, AFL-CIO**

#### **Re: Electronic Access to Information**

The parties agree that the Union will be provided all current handbooks, manuals, and published regulations that are on USPS PolicyNet in an electronic format. The parties shall continue meeting to determine the best means for providing this information.

In addition, the parties agree that reports currently provided to the Union in hard-copy will be transmitted electronically when it is possible to do so.

Furthermore, in recognition of the Postal Service's increasing movement to electronic record-keeping, within 30 days of the signing of this memorandum, the parties will convene a working group to include representatives from management and the Union to work out a means to provide for the electronic inspection and review of documents, files and other records necessary for processing of grievances and/or determining

whether a grievance exists, and/or for collective bargaining or the enforcement, administration or interpretation of the collective bargaining agreement. The working group will include the necessary technical experts and will meet as needed in order to implement this understanding.

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

**Re: Leave Sharing**

The Postal Service will continue a Leave Sharing Program during the term of the Agreement under which career postal employees are able to donate annual leave from their earned annual leave account to another career postal employee, within the same geographic area serviced by a postal district. In addition, career postal employees may donate annual leave to other family members that are career postal employees without restriction as to geographic location. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2. Single donations must be of 8 or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation. Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated, and employees may not donate leave to their immediate supervisors.

To be eligible to receive donated leave, a career employee (a) must be incapacitated for available postal duties due to serious personal health conditions including pregnancy and (b) must be known or expected to miss at least 40 more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover, and (c) must have his or



her absence approved pursuant to standard attendance policies. Donated leave may be used to cover the 40 hours of LWOP required to be eligible for leave sharing. For purposes other than pay an legally required payroll deductions, employees using donated leave will be subject to regulations applicable to employees in LWOP status and will not earn any type of leave while using donated leave.

Donated leave may be carried over from one leave year to the next without limitation. Donated leave not actually used remains in the recipient's account (i.e., is not restored to donors). Such residual donated leave at any time may be applied against negative leave balances caused by a medical exigency. At separation, any remaining donated leave balance will be paid in a lump sum.

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

**Re: Removal of Social Security Number References**

The parties agree that the Postal Service intends to strive to remove social security numbers from all bid-related forms (e.g., PS Forms 1717 and 1717a), PS Form 1723, Notice of Assignment, and any other postal form where the social security number is not necessary to the form's processing. In such cases, The Employee Identification Number (EIN) will be substituted.

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

**Re: Sick Leave for Dependent Care**

The parties agree that, during the term of this Agreement, sick leave may be used by an employee to give care or otherwise attend to a family member having an illness, injury, or other condition which, if an employee had such condition, would justify the use of sick leave by that employee. Family members shall include son or daughter, parent and spouse as defined in ELM Section 515.2. Up to 80 hours of sick leave may be used for dependent care in any leave year. Approval of sick leave for dependent care will be subject to normal procedures for leave approval.

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

**Re: Time Limitations Concerning Bone Marrow, Stem Cell, Blood Platelet, and Organ Donations**

As to the time limitations applicable to bone marrow, stem cell, blood platelet, and organ donations, the parties agree the maximum administrative leave that can be granted per leave year to cover qualification and donation is limited to the following:

- (a) A full-time or part-time regular career employee is limited to:
  - 1) For bone marrow, up to 7 days;
  - 2) For stem cells, up to 7 days;
  - 3) For blood platelets, up to 7 days; and
  - 4) For organs, up to 30 days.

- (b) A part-time flexible employee may be granted leave up to the limits set forth above. The amount of leave that may be granted will be based on the employee's average daily work hours in the preceding 26 weeks, but not to exceed 8 hours per day.

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

**Re: Seniority Tie Breaker**

Unless otherwise specified in the Agreement, when two or more Occupational Health Nurses are eligible for the same assignment, and a tie breaker is required, the following criteria shall apply in order set forth below:

- a. Seniority date as an OHN;
- b. Total USPS career service;
- c. Numerically by the last four or more numbers (using enough numbers to break the tie, but not fewer than four numbers) of the employee's social security number, from the lowest to highest.

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED STATES POSTAL SERVICE  
AND NATIONAL POSTAL PROFESSIONAL NURSES

Re: Alternative Work Schedules

The USPS and NPPN agree to explore the implementation of a pilot program utilizing a voluntary alternative work schedule (AWS) at one or more work sites selected by the parties.

The implementation of an alternative work schedule is contingent upon the NPPN first establishing the feasibility of operating an alternative schedule at the chosen facility in an acceptable manner to the Employer. Specifically, the Union must demonstrate that the alternative work schedule will not cause the USPS to incur any additional costs with respect to OHN salaries, salary premiums (i.e., night differential and/or Sunday premium pay) and overtime. Incursion of minimal costs by the USPS will not be the basis for a determination that AWS is not feasible. The USPS claim that the costs are more than minimal is not grievable.

It is anticipated a joint committee consisting of members from the Union and the Employer will choose the work site(s) and type(s) of flexible work arrangements that will be part of the AWS pilot program. The alternate schedule, if implemented at a work site, would remain in existence for a period of six months, at which time the employer will assess the feasibility of continuing its existence. The Employer will discontinue the pilot at an earlier time if requested to do so by the Union or if it is determined the Employer's personnel costs are increasing.

The discontinuance of the alternative schedule will not be a grievable action. Any disputes involving the flexible work arrangement will be resolved by a subcommittee of the National Joint Labor-Management Committee as outlined in Section 27.02 of the parties' Agreement.

The Employer will provide the Union with the staffing and related salary information to assist the Union in preparing its proposal as outlined above.

At the selected site(s) where the pilot program is implemented, the Union will waive any overtime premium or out of schedule pay an OHN would otherwise be entitled to pursuant to the terms of the Agreement but for the implementation of the alternate schedule.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND NATIONAL POSTAL PROFESSIONAL NURSES**

**Re: Article 15.02 (b) (1)**

**The USPS and NPPN agree to establish a committee to further analyze the Article 15.02 (b) (1) process, and identify any potential issues. The parties will meet to discuss the process as is, in order to identify any deficiencies in the current grievance procedure as stated in the Collective Bargaining Agreement. After the analysis, the parties will meet to discuss any potential changes to the Article 15.02 (b) (1) process. The adoption of any changes to the grievance procedure will be by mutual agreement of the parties. This MOU will expire at the end of the contract.**

**APPENDIX A**  
**INTEREST ARBITRATION AWARD**  
**August 28, 2009**

BEFORE THE  
INTEREST ARBITRATION PANEL  
STEPHEN B. GOLDBERG, NEUTRAL CHAIRMAN

*IN THE MATTER OF:*

UNITED STATES POSTAL SERVICE

and

NATIONAL POSTAL PROFESSIONAL NURSES

*affiliated with the*

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Interest Arbitration Panel

Darryl J. Anderson, NPPN/APWU Arbitrator

Kevin B. Rachel, USPS Arbitrator

Stephen B. Goldberg, Neutral Chair

Appearances:

United States Postal Service

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Workers Union

Richard S. Edelman (O'Donnell, Schwartz &  
Anderson, P.C.)

Bill Manley, Director, Support Services Division,  
APWU



## Discussion

The central issues in this arbitration were:

- Should the MOU embodying the 1993 Gershenfeld Award preserving 51 health units be carried forward into the 2007 Agreement?
- If not, what provision should be made for bargaining unit members displaced as a result of the closing of health units?
- What wages and benefits should be provided for in the 2007 Agreement?

The panel heard evidence and argument on these issues for seven days in late March and early April 2009. Having fully considered all the evidence and argument, the Panel resolves the issues as follows:

### A. Continuation of the Gershenfeld Award

Considerable evidence was adduced to show that the clinical health care provided by Occupational Health Nurses in the 51 health units maintained in existence pursuant to the Gershenfeld Award has been valuable to the Postal Service and its employees. Nonetheless, Congress provided in the Postal Reorganization Act of 1970 that the central mission of the Postal Service is not to provide health care, but rather to “maintain an efficient system of collection, sorting, and delivery of the mail” (39 U.S.C. Sec. 403 (b)(1)). In light of this Congressional mandate, the Panel is unwilling to substitute its judgment for that of the Postal Service, which has concluded that the cost of maintaining health units, an ancillary function to its central mission, outweighs the benefits of providing such care. Accordingly, we do not award continuation of the MOU which embodies the Gershenfeld Award, but rather permit the Postal Service to close all health units and cease providing such clinical care.

It should be clear that this Award does not empower the Postal Service to have on-site walk-in patient care provided by

anyone other than members of the bargaining unit. The Postal Service need not provide on-site walk-in patient care for its employees, but if it does so, that work must be performed by Occupational Health Nurses represented by NPPN/APWU.

B. Duties and Reassignment of Occupational Health Nurses

The Panel has dealt with this thorny issue in two ways. First, with the assistance of both the OHNs and Health and Resource Management, we have prepared a revised Position Description setting forth duties and responsibilities of the Occupational Health Nurse outside the clinical care setting. Central to the revised Position Description (attached as Appendix A to this Decision and Award) is the enhanced role of the OHN in providing selected case management functions. The Postal Service will substitute the revised Position Description for the existing one in the appropriate postal handbook.

Second, we have awarded an MOU providing that the Postal Service will develop a staffing plan for OHNs within 60 days from the date of this Award, and precluding the Postal Service from involuntarily transferring or hiring any OHNs until it has discussed its proposed staffing plan with the Union, and the Union has agreed to that plan. If the Postal Service and the Union do not agree on a staffing plan, the matter will be referred back to this Panel for a final and binding decision.

C. Wages and Benefits

The Postal Reorganization Act provides that Postal Service employees shall receive compensation “comparable to the compensation and benefits paid for comparable levels of work in the private sector of the economy” (39 U.S.C. Sec. 1003 (a)). Both parties presented evidence regarding the compensation and benefits of occupational health nurses in the private sector doing work comparable to that done by Postal Service OHNs. The Union argued that, based on that evidence, OHNs were

substantially underpaid. Accordingly, the Union asserted, OHNs should receive a “catch-up” increase of 20% in the first

year of the Agreement, followed by annual increases equal to the annual percentage change in the ECI (Employment Cost Index). The Postal Service argument was that OHNs are not underpaid, particularly in light of the medical, retirement, and other benefits available to them under the Agreement. It proposed two lump sum payments for 2007 and 2008 with annual increases equal to the annual percentage increase in the ECI thereafter, with no provision for a “catch-up” increase. (The parties had agreed that the 2007 Agreement would contain the same health benefit premium contributions as those provided for in agreements between the Postal Service and the APWU.)

The Panel finds that the evidence relating to comparability supports awarding annual pay increases in the amount of the annual percentage increases in the ECI for each year of the contract.

#### Award

Based upon the evidence and argument presented in this matter, the Panel awards the Agreement attached hereto as Appendix B. Pursuant to the terms of this Award, the parties may need to make certain other conforming changes in the language of the Agreement, such as to revise references to “health unit” to reflect where OHNs will be working.

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Darryl J. Anderson  
NPPN/APWU Arbitrator

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Kevin B. Rachel  
USPS Arbitrator

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Stephen B. Goldberg  
Neutral Chair

April 28, 2009



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