

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

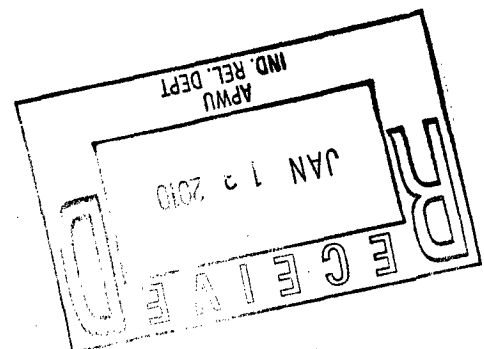
Appearances:

United States Postal Service

Lynn D. Poole, Manager, Arbitration, Labor Relations
Stephan J. Boardman, Chief Counsel, Labor Relations, Law Dept.
Daniel L. Garry, Attorney, Employment & Labor Relations, Law Dept.
Sonya J. Penn, Manager, Selection and Placement

National Postal Professional Nurses/American Postal 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 above 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 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.


Darryl Anderson
NPPA/CPWU Arbitrator


Kevin B. Rachel
USPS Arbitrator


Stephen B. Goldberg
Neutral Chair

April 28, 2009

OCCUPATIONAL HEALTH NURSE
BUSINESS PLAN

The implementation of the Occupational Health Nurses' (OHNs) business plan will have a positive impact on the delivery of occupational health services. The OHNs will take on a new role within the Occupational Health Services Office (OHS) of Health and Resource Management (HRM) that will be flexible in meeting the varying needs of the Districts. This role is one that will provide traditional health services functions such as medical file management and wellness program involvement, as well as new responsibilities in non-occupational case management and some involvement in occupational case management. Although the OHNs will not have job duties that are exclusive to their position because of the overlapping job responsibilities within the OHS¹, the generalist approach to the work will ensure that each OHN is able to contribute in the most meaningful way to the organizational success. The implementation of a new work environment will call for a three phase approach:

1. Closing of the Health Units and transition to the new work environment;
2. OHS staffing, appropriate training, and job responsibility implementation; and
3. Adjustment of the OHN complement to the staffing matrix.

Given the significant organizational impact these changes will have on the HRM function and the OHNs specifically, the implementation schedule will be somewhat flexible within a fixed framework for the overall process. The flexible aspect of this process is to ensure that OHNs that are scheduled to be relocated are given every opportunity to consider their options and/or find appropriate local work either within or outside the Postal Service.

PHASE ONE

Objective: - **Close the Health Units**
 - **Transition to the new work environment**

Discussion: Closing the Health Units must include proper notification to all Postal Service unions, employees, and management associations. Employees should be given a stand up talk and notices posted to ensure an understanding of what closure means to all employees on the work room floor. The Postal Service also wants to ensure that the movement of the OHNs to the OHS office is accomplished smoothly. There will be a minimum five (5) step process that each District with a Health Unit must follow in order to close a Health Unit. Also, a brief one page summary of planned actions will be sent to the Senior Area Medical Director by the District Manager of HR, with a copy to the Area Manager of HR. There must be sufficient information in the summary sheet so that it is apparent where the OHN(s) will be physically located and working, where the medical files will be located, and what are the action dates as required later in this plan. Once the

¹ The work that OHNs will perform is not exclusive to their bargaining unit.

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Health Unit is closed (clinically, if not completely), there will be no more clinical² work performed by any career or contract employee anywhere within the District or Area. It is understood that medical kits will be maintained for emergency situations. The District Manager of HR must ensure that any facilities that had a Health Unit will properly implement an emergency medical care plan.³

Closing of the Health Units will follow a five (5) step process:

1. Notification to all impacted operations managers, supervisors, union leaderships, and organizational leaderships. The notification will be made by the District Manager of Human Resources using the attached format. The notification will precede the actual closing by a minimum of sixty (60) calendar days. The notification to be used is attached as **Attachment 1**.
2. The District Manager of HRM will determine which supplies can be returned for credit and complete an inventory list that will be submitted to the Senior Area Medical Director via the District Manager of HR prior to the medical unit closure. The inventory list should include all equipment and disposable medical supplies. Any items that the District intends to keep should be noted on the inventory list.
3. During that sixty (60) calendar day notification period, arrangements will be finalized to relocate the OHN(s) to the District OHS office. Every effort should be made to close the Health Unit. However, if the relocation of medical files or the OHN(s) is not possible because of the expense or lack of desk space, then the former Health Unit may be used as the OHS office during two hours only – but under no circumstances should the Health Unit perform clinical functions.
4. OHNs that are excess to the final staffing of the OHS office will be given meaningful work within their new job description until such time that they are no longer a part of the District office staff.
5. Upon completion of the Health Unit closure, notification will be made by the District Manager of HR, via the Area Manager of HR, to the Senior Area Medical Director. The notification to be used is attached as **Attachment 2**.

Transitioning to the new work environment:

1. As noted earlier, OHNs will be transitioned to the District OHS office unless the Postal Service determines it is not feasible to accomplish that movement without incurring excessive and unreasonable costs. Regardless of the OHNs' location, their workload will be transitioned to

² Clinical work includes, but is not limited to, the following types of hands-on patient care: (1) any type of medical testing with the exception of health fairs and wellness programs; (2) dispensing medication; and (3) performing physical examinations. This list is not exhaustive, but merely demonstrative.

³ The National Medical Administrator will issue standing orders for emergency response, along with specification of emergency kit equipment, prior to closing the Health Units.

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- include the full breadth of the new job description. OHN job responsibilities are by definition not exclusive to the craft, but should be available for the OHNs to perform as needed by the District.
2. Case Management classes will begin within sixty (60) days of this Agreement, for all OHNs, regardless of job status.
 3. A national Meeting Place will be held within sixty (60) calendar days of approval of this plan by the Postal Service and NPPN / APWU, to delineate all the expectations and transitions to the new work environment. Invitees will be all Area and District HR and HRM Managers as well as OHS staffs.

PHASE TWO

Objective: OHS staffing, training, and job responsibilities

Discussion: OHS staffing will be initially determined by the National Medical Administrator and the National Manager of HRM. The staffing matrix is attached as **Attachment 3**. This staffing matrix will not be changed during the term of this National Agreement without good cause and advance discussion with the union.⁴ The training program is listed below. The job responsibilities are identified in the job description, which is attached as **Attachment 4**.

OHS Case Management Training

This training will be conducted in eight Modules on Meeting Place over twelve (12) months beginning within sixty (60) days of this Agreement. Each session will last approximately two (2) hours and will be presented for the eastern and western sections of the country. All OHS personnel will be invited and expected to attend each Module.

Module 1: Introduction to Case Management

This Module incorporates the objectives and fundamentals of case management and medical report review

Module 2: Limited vs. Light Duty

National Light Duty Standard Operating Procedure

Understanding the OHS role as the medical resource to support HRM Specialists and Operations in the management of modified duty

Module 3: Light Duty Management

Understanding common medical problems and the objective physical findings that define them

Module 4: National Reassessment Process

Understanding the expectations of OHS as a member of the District Assessment Team

Module 5: Environmental Health and Safety (EH&S) training

Learning how to use the new Human Capital Enterprise System computer program

⁴ Any dispute as to whether there is "good cause" may be resolved in arbitration.

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Module 6: Reasonable Accommodation Training

Understanding the Postal Service's responsibility for accommodation of people with disabilities

Module 7: Family Medical Leave Act (FMLA) Training

Understanding FMLA laws and regulations and the OHS role as the medical resource for the FMLA Coordinators

Module 8: Light Duty Tracking

eResource Management System (eRMS) protocols/Benchmarking Light Duty

OHN Job Responsibilities

The goal of OHS is to assist in maintaining the effective complement of employees necessary to conduct the mission of the Postal Service. The responsibilities for attaining this goal include OHNs, who will continue to serve as members of the District OHS team and participate in all of these functions as partners with the Occupational Health Nurse Administrator and Area Medical Director. The OHN job responsibilities will be consistent with **Attachment 4**.

PHASE THREE

Objective: Adjustment of the OHN complement to the staffing matrix

Discussion: The current OHN complement is 130 OHNs working in fifty-one (51) Health Units located in forty-one (41) Districts. Under the terms of the interest arbitration decision, the Postal Service will align the OHN complement to the business needs of the Postal Service. In general, there will be a limited amount of movement between Districts. However, there will be opportunities for OHNs to voluntarily move to vacant OHN positions.

Complement adjustment and realignment process⁵:

1. The new complement will be shared with all Area and District Managers of HR with the instructions for the staffing adjustments. This information will be shared within forty-five (45) days of the plan's approval.
2. Each Senior Area Medical Director will be responsible for monitoring and reporting on the staffing adjustments through monthly updates to the National Medical Administrator. The format for the updates is attached as **Attachment 2**.
3. Each of the 41 Districts that currently have at least one medical unit will identify, based on seniority, who will be placed into the approved positions, including incumbent only positions, and who is in excess of their staffing matrix. In accordance with §12.02, full-time employees' seniority takes precedence over part-time employees' seniority.

⁵ See OHN Business Plan Timeline attached as **Attachment 5**.

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4. After the OHNs have been awarded their assignments, including incumbent only, there will be a sixty (60) day national posting for voluntary requests to vacant OHN jobs in Districts. All OHN's are eligible to request a voluntary reassignment to a vacant position. In the event that more than one (1) OHN requests assignment to a vacant position, the OHN with the most total craft seniority will be awarded the position. The Postal Service will not reimburse employees for a voluntary transfer request to another District.
5. During the sixty (60) day voluntary assignment period, any OHN who states in writing that they will retire within ninety (90) days of the last day to request a voluntary reassignment, will be allowed to stay in their current District assignment until retirement.
6. At the conclusion of the voluntary assignment period, excluding the OHNs who indicated they will retire as noted in paragraph five (5) above, and incumbent only assignments, OHNs in excess of the District staff matrix will be subject to Article 12 of the National Agreement to be reassigned to vacant OHN jobs or to another assignment within their District.
7. Vacant OHN jobs will not be filled through an external hiring process, nor filled by contract nurses, as long as there are incumbent only nurses on the rolls (meaning, employed as OHNs with the United States Postal Service). Vacant jobs will be posted as noted in paragraph 8 below. By holding these positions open, OHNs assigned incumbent only status may stay in their assignment until the scheduled expiration date of this contract (i.e., August 10, 2012) unless those incumbent only OHNs voluntarily request reassignment to a vacant OHN position.
8. A national posting of all OHN jobs that become vacant after the initial sixty (60) day vacancy posting noted in paragraph 4 above will occur for all OHNs. The national postings will continue until August 10, 2012.
9. After August 10, 2012, any OHN still in an incumbent only position will be subject to reassignment pursuant to Article 12.

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ATTACHMENT 1

To: (Notice to be posted within all facilities where employees have access to either Health or Medical Unit(s))

Subject: Cessation of Clinical Medical Services in the Health and Medical Units

As part of the national interest arbitration panel decision, it was decided that all clinical medical services within Postal Service Health and Medical Units, provided by both career and contract Occupational Health Nurses (OHNs), will be discontinued.

This memo provides at least sixty (60) calendar days notice that the clinical operations in the Health and Medical Unit(s) located in the _____ facility will stop on _____ 2009. Immediately after the clinical services have ceased, the new separately posted medical emergency procedures will be enacted. All OHNs currently working on Tour 1 and/or 3 will be shifted to Tour 2 operations from _____ to _____ in the Occupational Health Services Office (OHS). (**If Applicable** – if the Health Unit will be used as an OHS office for administrative work only, please note that here.)

The OHS(s) for the _____ District is/are listed below:

1. OHS(s) _____
2. OHS with employee medical files _____

Mgr of HR

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ATTACHMENT 2

To: National Medical Administrator

Subject: Occupational Health Nurses (OHNs) Staffing Report for _____, 2009

The purpose of this report is to provide each Area a format to use as a tracking document toward the authorized complement. This report is to be submitted monthly until the OHN complement falls within the authorized number of OHNs (including incumbent only). Once all the Districts are within authorized staffing numbers, this report should only be submitted when there is a change to the "Incumbent Only" category. When an authorized vacancy occurs, there is no need to submit this report with that information unless the position is reverted.

Below you will find the staffing report format that will be followed for all Districts within your area of responsibility.

District	OHN's A ⁶	OHN's V ⁷	OHN's OC ⁸	I/O ⁹ OHN's
Boston	2	1	0	0
Baltimore	2	0	0	1
SF	1	0	2	1
Pitts	1	0	0	0
Cleveland	0	0	0	1

Sr. Area Medical Director, _____ Area

⁶ A = Authorized

⁷ V = Vacant

⁸ OC = Over Complement, excluding Incumbent Only OHN's

⁹ I/O = Incumbent Only OHN's

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ATTACHMENT 3

OCCUPATIONAL HEALTH NURSE STAFFING
Current Staffing as of 7/31/2009 vs. Proposed¹⁰

		<u>Current OHNs</u>	<u>Planned-IO¹¹</u>
NEW YORK METRO			
Caribbean	3,016	1	1 - 0
Northern New Jersey	16,294	4	2 - 2
New York	10,807	5	2 - 2
Westchester	5,438	1	1 - 0
Triboro	10,902	4	2 - 2
Long Island	8,096	0	1 - 0
		<u>15</u>	<u>9 - 6</u>
NORTHEAST			
Greater Boston	11,167	1	2 - 0
SE New England	5,913	0	1 - 0
Northern New England	7,797	0	1 - 0
Connecticut	12,123	3	2 - 0
Albany	6,146	0	1 - 0
Western New York	6,305	4	1 - 1
		<u>8</u>	<u>8 - 1</u>
EASTERN			
South Jersey	10,543	0	2 - 0
Western PA	9,894	4	1 - 1
Central PA	9,185	0	1 - 0
Philadelphia Metro	10,588	4	2 - 2
Appalachian	5,391	0	1 - 0
Kentuckiana	7,559	4	1 - 1
Columbus	5,117	3	1 - 1
Northern Ohio	10,238	1	2 - 0
Cincinnati	9,757	1	1 - 0
		<u>17</u>	<u>12 - 5</u>

¹⁰ Other than a few exceptions, this staffing matrix was developed based on the following criteria:

Less than 5,000 employees	0 OHNs	
5,000-10,000 employees	1 OHN	Incumbent Only (IO): 5,000-10,000 = 1 possible
10,000 or above	2 OHNs	Incumbent Only (IO): 10,000+ = 2 possible

¹¹ "IO" refers to "Incumbent Only." As an example, if a district is authorized 2 OHN's and the agreement allows 1 incumbent only OHN position to remain, the staff will be 3 until the first vacancy occurs. When any of the 3 nurses assigned to this district vacates his/her position, the number of authorized positions will be reduced to 2. OHNs assigned IO status may stay in their assignment until the scheduled expiration date of this contract (i.e., August 10, 2012).

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WESTERN

		<u>Current OHNs</u>	<u>Planned-IO</u>
Big Sky	1,937	0	0-0
Colorado/Wyoming	11,633	3	2-1
Salt Lake	5,701	0	1-0
Arizona	9,899	2	1-1
Nevada Sierra	4,475	0	0-0
Portland	7,373	3	1-1
Seattle	11,924	3	2-1
Alaska	1,499	0	0-0
Hawkeye	7,085	0	1-0
Northland	12,722	3	2-1
Dakotas	3,597	0	0-0
Mid-America	8,749	2	1-1
Central Plains	8,453	0	1-0
		<hr/> 16	<hr/> 12-6

PACIFIC

Los Angeles	9,652	3	1-1
Sierra Coastal	9,116	0	1-0
San Diego	10,061	0	2-0
Santa Ana	12,761	0	2-0
Bay Valley	11,081	1	2-0
San Francisco	8,660	4	2-1
Sacramento	9,152	0	1-0
Honolulu	2,600	0	0-0
		<hr/> 8	<hr/> 11-2

SOUTHWEST

Albuquerque	3,152	0	0-0
Arkansas	4,759	0	0-0
Louisiana	7,585	3	1-1
Oklahoma	6,181	0	1-0
Dallas	11,752	7	2-2
Fort Worth	7,039	1	1-0
Houston	11,028	3	2-1
Rio Grande	10,785	0	2-0
		<hr/> 14	<hr/> 9-4

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CAPITAL METRO

		<u>Current OHNs</u>	<u>Planned-IO</u>
Capital	8,462	5	2 - 1
Baltimore	7,699	1	1 - 0
Northern VA	5,635	1	1 - 0
Richmond	7,233	2	1 - 1
Greensboro	8,510	0	1 - 0
Mid Carolinas	7,571	0	1 - 0
Greater S. Carolina	5,650	0	1 - 0
		<u>9</u>	<u>8 - 2</u>

SOUTHEAST

Atlanta	11,674	3	2 - 1
South Georgia	4,731	0	0 - 0
North Florida	7,751	2	1 - 1
South Florida	11,835	3	2 - 1
Suncoast	15,116	2 (3) ¹²	2 - 2
Alabama	7,406	0	1 - 0
Tennessee	11,465	0	2 - 0
Mississippi	3,982	0	0 - 0
		<u>13</u>	<u>10 - 5</u>

GREAT LAKES

Lakeland	10,346	4	2 - 2
Gateway	9,937	7	2 - 1
Greater Indiana	10,560	3	2 - 1
Southeast Michigan	6,204	0	1 - 0
Detroit	7,487	6	1 - 1
Greater Michigan	7,428	0	1 - 0
Northern Illinois	9,365	4	2 - 1
Central Illinois	10,259	0	2 - 0
Chicago	8,507	6	2 - 1
		<u>30</u>	<u>15 - 7</u>

TOTAL

130 94-38

¹² The three (3) OHNs indicated in parenthesis were previously assigned to the Central Florida District.

ATTACHMENT 4

**OHN HEALTH NURSE PNS-01
POSITION DESCRIPTION**

FUNCTIONAL PURPOSE

Assists in Implementing and participates in programs to support total resource management services for Postal Service health and safety goals and objectives.

DUTIES AND RESPONSIBILITIES

1. Implements, monitors, and participates with the Occupational Health Nurse Administrator and Associate Area Medical Director in all occupational health programs and services within the assigned Postal District.
2. Serves as a medical resource for each District's total resource management program including but not limited to:
 - Absence management
 - Return to work
 - Fitness for Duty/Threat Assessment reviews
 - Family Medical Leave Act
 - Transitional Duty
 - District Reasonable Accommodation Committee
 - Ergonomic Risk Reduction Program,
 - Voluntary Protection Program/Program Evaluation Guides reviews
 - Serious accident reviews
3. Assists in conducting applicant pre-employment medical evaluations (eMAP).
4. Assists Occupational Health Service in scheduling required medical examinations, e.g. Fitness For Duty Examinations, Focused Examinations, Return to work Examinations, FMLA Second and Third Opinion Examinations, etc.
5. Assists Occupational Health Service in scheduling drug screening and other testing.
6. Assists in preparing, compiling, analyzing, and maintaining occupational health service related reports.
7. Prepares, updates, maintains, confidential employee health records.
8. Assists in maintaining and updating Light Duty Tracking program reports.
9. Assists Health and Resource Managers, Occupational Health Nurse Administrator, and Operations in conducting assessments of medical documentation, contacting employees absent from work due to non-occupational injury or illness when appropriate, and monitoring Light Duty assignments.
10. Serves as medical resource along with OHNA and AAMD for Health and Resource Management Managers and Specialist to review and interpret medical documentation on work related injuries.
11. Serves as medical resource along with OHNA and AAMD for Health and Resource Management Managers and Specialists by writing to treating physicians to obtain clarification of status and restrictions for employees who have work related injuries or illnesses.

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12. Serves as medical resource along with OHNA and AAMD on the District Assessment Team
13. Assists the Occupational Health Nurse Administrator in developing and implementing Health Promotion and Disease Promotion programs for the District.
14. Assists in the provision of medical education programs for management and employees
15. Assists in the implementation of immunization programs, e.g. Hepatitis B, influenza, etc.
16. Assists Safety in meeting requirements of the Safe Driver Program.
17. Serves as a medical resource for management and employees for general health issues along with OHNA and AAMD.
18. Provides emergency medical response.
19. Other duties as assigned

SUPERVISON Occupational Health Nurse Administrator
BARGAINING UNIT
Nurse

04/29/09

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ATTACHMENT 5

OHN Business Plan Timeline

Day 1 – Plan Approved.

Day 30 – Plan communicated to the field.

Day 45 – Meeting place to review the plan implementation.

Day 55 – District closure plan due to Sr. Area Medical Director for approval – prior to the sixty (60) day notice period.

Day 60 – Begin the sixty (60) day notice of Health Unit closures.

Day 60 – Open the sixty (60) day voluntary movement window.

Day 60 – Begin training program after day sixty (60).

Day 60 to day 120 – OHNs who state in writing that they will retire within ninety (90) days of the closing of the voluntary option time period will stay in their District up to day 210.

Day 75 – Inventory lists due to the Sr. Area Medical Director from Districts with Health Units.

Day 90 – Monthly, Sr. Area Medical Director, update reports begin with roll up to National Medical Administrator (NMA).

Day 120 – Health Units begin to close.

Day 120 – Implement planned movement of OHNs to OHS offices or change configuration of Health Unit to an administrative office.

Day 120 – End voluntary movement request time period.

Day 121 to August 10, 2012 – when an OHN position becomes vacant it will be posted nationally for thirty (30) days. If there are no voluntary requests for a transfer, the position will be held open until the conclusion of the contract in 2012.

Day 120 to day 210 – Voluntary retirement option during voluntary movement window.

Day 150 – Article 12 process starts where needed for those nurses excess to assigned staff, incumbent only positions, and committed optional retirements. Excess staff will go to either vacant assignments in other Districts or to another assignment within their current District.

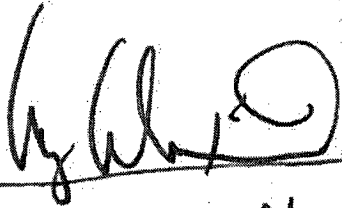
Day 180 – All Health units closed – final reports to NMA.

Day 210 – All voluntary retirements completed.

January, 2011 – Staffing review meeting with the NPPN.

Contract conclusion on August 10, 2012 - All OHNs in incumbent only assignments will be subject to Article 12.

Agreed to:



A. Joseph Alexandrovich
Labor Economist
Collective Bargaining & Arbitration
USPS



Bill Manley
Director Support Services
American Postal Workers Union
AFL-CIO

September 10, 2009