

AGREEMENT

between
United States Postal Service
and

American Postal Workers Union, AFL-CIO

National Association of Letter Carriers, AFL-CIO

National Post Office Mail Handlers, Watchmen,
Messengers and Group Leaders
Division of the Laborers' International Union
of North America, AFL-CIO

National Rural Letter Carriers' Association



July 21, 1975 — July 20, 1978

TABLE OF CONTENTS

Subject	Page
	1
Article I	1
Article II	3
Article III	3
Article IV	4
Article V	5
Article VI	5
Article VII	5
Article VIII	7
Article IX	9
Article X	11
Article XI	13
Article XII	15
Article XIII	17
Article XIV	21
Article XV	23
Article XVI	27
Article XVII	29
Article XVIII	33
Article XIX	33
Article XX	34
Article XXI	34
Article XXII	34
Article XXIII	35
Article XXIV	35
Article XXV	36
Article XXVI	37
Article XXVII	38
Article XXVIII	39
Article XXIX	40
Article XXX	40
Article XXXI	42
Article XXXII	43
Article XXXIII	43
Article XXXIV	44
Article XXXV	44

N O T E

Bold face type in the text indicates revised or new language which may represent substantive change or mere clarification of old language.

Article XXXVI	Credit Unions and Travel	45
Article XXXVII	Clerk Craft	45
Article XXXVIII	Maintenance Craft	60
Article XXXIX	Motor Vehicle Craft	66
Article XL	Special Delivery Messenger Craft	73
Article XLI	Letter Carrier Craft	81
Article XLII	Rural Carrier Craft	88
Article XLIII	Mail Handlers Craft	113
Article XLIV	Energy Shortages	122
Article XLV	Separability and Duration	122
Appendix A	Reassignments (Article XII) from the 1968 National Agreement	124
Memoranda of Understanding	Health Benefits Compensation	143
	Highway Contracts (Subcontracting), Motor Vehicle Craft	145
	Star Route Box Delivery (Subcontracting), Rural Carrier Craft	146
	Contract Delivery Route (Subcontracting), Letter Carrier Craft	147
	Star Route Vehicles, Loading & Unloading (Subcontracting), Mail Handler Craft	147
	Work Jurisdiction	148
	Work and/or Time Standards (Article XXIV)	150
Supplemental Agreements	Mail Bag Depositories, Repair Centers and Supply Centers	153
	Mail Equipment Shops	171
Memorandum of Understanding	Mail Equipment Shops, Non-Discrimination	186

PREAMBLE

This Agreement (referred to as the **1975 National Agreement**) is entered into as of the 21st day of July, **1975** by and between the United States Postal Service (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO; the National Association of Letter Carriers, AFL-CIO; National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO; and the National Rural Letter Carriers' Association (hereinafter referred to collectively as the "Unions").

ARTICLE I UNION RECOGNITION

Section 1. Unions

A. The Employer recognizes each of the Unions designated below as the exclusive bargaining representative of all employees in the bargaining unit for which each has been recognized and certified at the national level:

National Association of Letter Carriers, AFL-CIO—City Letter Carriers

American Postal Workers Union, AFL-CIO—Maintenance Employees

American Postal Workers Union, AFL-CIO—Special Delivery Messengers

American Postal Workers Union, AFL-CIO—Motor Vehicle Employees

American Postal Workers Union, AFL-CIO—Postal Clerks

National Rural Letter Carriers' Association—Rural Letter Carriers

National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO—Mail Handlers

B. The Employer recognizes the American Postal Workers Union, AFL-CIO—National Post Office Mail Handlers, Watchmen, Messengers, and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, as the exclusive bargaining representative of all employees in the Mail Equipment Shops [Case No. 5-RC-9352(P)] and in the Mail Bag Depositories, Repair Centers and Area Supply Centers [Case Nos. 5-RC-8575(P), formerly 22-RC-5127(P), and 5-RC-8576(P), formerly 22-RC-5129(P)].

Section 2. Exclusions

The employee groups set forth in **Section 1** above do not include, and this Agreement does not apply to:

1. Managerial and supervisory personnel;
2. Professional employees;

3. Employees engaged in personnel work in other than a purely non-confidential clerical capacity;
4. Security guards as defined in Public Law 91-375, 1201(2);
5. All Postal Inspection Service employees; or
6. Employees in the supplemental work force as defined in Article VII.

Section 3. Facility Exclusions

A. This Agreement does not apply to employees who work in other employer facilities which are not engaged in customer services and mail processing, previously understood and expressed by the parties to mean mail processing and delivery, including but not limited to Headquarters, Regional Offices, Postal Data Centers, Postal Service Training and Development Institute, Oklahoma Postal Training Operations, Postal Academies, Postal Academy Training Institute, Stamped Envelope Agency, Supply Centers, Mail Equipment Shops, or Mail Bag Depositories and Repair Centers (with the exception of those employees in the units referred to in Section 1B above).

B. Article I, Section 5; Articles XII, XXXVII, XXXVIII, XXXIX, XL, XLI, XLII and XLIII and Appendix A of this Agreement do not apply to employees in the Mail Bag Depositories, Repair Centers and Area Supply Centers bargaining unit.

C. Article I, Section 5; Article XII; Article XXXII, Sections 1 and 3; Articles XXXVII, XXXVIII, XXXIX, XL, XLI, XLII, and XLIII and Appendix A do not apply to employees in the Mail Equipment Shops bargaining unit.

Section 4. Definition. Subject to the foregoing exclusions, this Agreement shall be applicable to all employees in the regular work force of the U. S. Postal Service, as defined in Article VII, at all present and subsequently acquired installations, facilities, and operations of the Employer, wherever located.

Section 5. New Positions. Each newly created position shall be assigned by the Employer to the national craft unit most appropriate for such position within thirty (30) days after its creation. Disputes arising out of such assignments shall be subject to the provisions of the grievance and arbitration procedure provided for herein. All Unions party to this Agreement shall be notified promptly by the Employer regarding assignments made under this provision.

Section 6. Performance of Bargaining Unit Work

A. Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:

1. in an emergency;

2. for the purpose of training or instruction of employees;
3. to assure the proper operation of equipment;
4. to protect the safety of employees; or
5. to protect the property of the USPS.

B. In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6A1 through 5 above or when the duties are included in the supervisor's position description.

ARTICLE II

NON-DISCRIMINATION AND CIVIL RIGHTS

Section 1. The Employer and the Unions agree that there shall be no discrimination by the Employer or the Unions against employees because of race, color, creed, religion, national origin, sex, age, or marital status or because of a physical handicap with respect to a position the duties of which can be performed efficiently by an individual with such a physical handicap without danger to the health or safety of the physically handicapped person or to others.

Section 2. There are established at the national and regional levels Joint Committees on Human Rights. The committees will be composed of a representative of each Union and responsible management officials. The committees may develop affirmative action proposals on all matters affecting minority groups. The committees will also be advised of the plan for site selection for facilities planned for national postal mail networks and major metropolitan areas, and review availability of adequate housing and public transportation. The committees shall meet as required at mutually agreeable times.

Non-discrimination and civil rights matters shall also be discussed as often as necessary by the National Blue Ribbon Committee.

Section 3. Grievances arising under this Article may be filed at Step 2 of the grievance procedure unless filed directly at the national level, in which case the provisions of this Agreement for initiating grievances at that level shall apply.

ARTICLE III

MANAGEMENT RIGHTS

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

A. To direct employees of the Employer in the performance of official duties;

B. To hire, promote, transfer, assign, and retain employees in positions within the Postal Service and to suspend, demote, discharge, or take other disciplinary action against such employees;

C. To maintain the efficiency of the operations entrusted to it;

D. To determine the methods, means, and personnel by which such operations are to be conducted;

E. To prescribe a uniform dress to be worn by letter carriers and other designated employees; and

F. 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 IV TECHNOLOGICAL AND MECHANIZATION CHANGES

Both parties recognize the need for improvement of mail service.

Section 1. Advance Notice. The Unions party to this Agreement will be informed as far in advance of implementation as practicable of technological or mechanization changes which affect jobs including new or changed jobs in the area of wages, hours or working conditions. When major new mechanization or equipment is to be purchased and installed, the Unions at the national level will be informed as far in advance as practicable, but no less than 90 days in advance.

Section 2. Labor-Management Committee. There shall be established at the national level a Joint Labor-Management Technological or Mechanization Changes Committee composed of an equal number of representatives of management and of the Union representatives. Notice to said Committee shall satisfy the notice requirements of the preceding paragraph. Upon receiving notice, said Committee shall attempt to resolve any questions as to the impact of the proposed change upon affected employees and if such questions are not resolved within a reasonable time after such change or changes are operational, the unresolved questions may be submitted by the Unions to arbitration under the grievance-arbitration procedure. Any arbitration arising under this Article will be given priority in scheduling.

Section 3. New Jobs. Any new job or jobs created by technological or mechanization changes shall be offered to present employees capable of being trained to perform the new or changed job and the Employer will provide such training. During training, the employee will maintain his rate. It is understood that the training herein referred to is on the job and not to exceed sixty (60) days. Certain specialized technical jobs may require additional and off-site training. An employee whose job is eliminated, if any, and who cannot be placed in a job of equal grade shall receive rate protection until such time as he fails to bid or apply for a position in his former wage level.

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

Section 4. Blue Ribbon Committee. The Blue Ribbon Committee established in Article XVII will conduct periodic general reviews of the

long range impact of technological and mechanization changes during the planning stages.

ARTICLE V 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 VI NO LAYOFFS OR REDUCTION IN FORCE

It is agreed by the Employer that no employees employed in the regular work force will be laid off on an involuntary basis during this Agreement.

ARTICLE VII EMPLOYEE CLASSIFICATIONS

Section 1. Definition and Use

A. Regular Work Force. The regular work force shall be comprised of two categories of employees which are as follows:

1. **Full-Time.** Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to work schedules consisting of five (5) eight (8) hour days in a service week.
2. **Part-Time.** Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules of less than forty (40) hours in a service week, or shall be available to work flexible hours as assigned by the Employer during the course of a service week.

B. Supplemental Work Force. The supplemental work force shall be comprised of two categories of employees which are as follows:

1. **Casuals.** Casual employees are those who may be utilized as a limited term supplemental work force, but may not be employed in lieu of full or part-time employees. During the course of a service week, the Employer will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight time rate prior to assigning such work to casuals. The number of casuals who may be employed in any period, other than December, shall not exceed 5% of the total number of employees covered by this Agreement. Casuals are limited to two (2) ninety (90) day terms of casual employment in a calendar year. In addition to such employment, casuals may be reemployed during the Christmas period for not more than twenty-one (21) days.

2. **Public Policy Employment Program Employees.** Employees in this category (e.g., Postal Assistants, Programs for Severely Handicapped, Job Opportunity, and Veterans Readjustment Appointees), on the rolls of the Postal Service July 21, 1975, may be utilized as a supplemental work force. The number of Public Policy Employment Program Employees shall be reduced as expeditiously as possible, in accordance with the terms of their appointments, and the use of such employees as a category of supplemental employment shall be terminated no later than the expiration date of this Agreement. A public policy employee, paid by the Employer, performing services which are also performed by employees in the national craft units shall be paid the same base hourly rate as full-time employees in the bargaining unit are paid for performing the same or similar work. Such employees shall not be given work assignments to the detriment of employees in the regular work force.

Section 2. Employment and Work Assignments

A. Normally, work in different crafts, occupational groups or levels will not be combined into one job. However, to provide maximum full-time employment and provide necessary flexibility, management may establish full-time scheduled assignments by including work within different crafts or occupational groups after the following sequential actions have been taken:

1. All available work within each separate craft by tour has been combined.
2. Work of different crafts in the same wage level by tour has been combined.

The appropriate representatives of the affected Unions will be informed in advance of the reasons for establishing the combination full-time assignments within different crafts in accordance with this Article.

B. In the event of insufficient work on any particular day or days in full-time or part-time employee's own scheduled assignment, management may assign him to any available work in the same wage level for which he is qualified, consistent with his knowledge and experience, in order to maintain the number of work hours of his basic work schedule.

C. During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level, commensurate with their capabilities, to the heavy workload area for such time as management determines necessary.

Section 3. Employee Complements. The Employer shall man all postal installations which have 200 or more man years of employment in the regular work force as of the date of this Agreement, with 90% full-time employees. The Employer shall maximize the number of full-time employees and minimize the number of part-time employees

who have no fixed work schedules in all postal installations. A part-time flexible employee working eight (8) hours within ten (10), on the same five (5) days each week and the same assignment over a six (6) month period will demonstrate the need for converting the assignment to a full-time position. Where a count and inspection of an auxiliary city delivery assignment indicates that conversion to a full-time position is in order, conversion will be made.

Section 4. Exclusions. This Article does not apply to rural letter carriers or replacements, as to whom current practices and policies shall apply.

ARTICLE VIII HOURS OF WORK

Section 1. Work Week. The work week for full-time regulars shall be forty (40) hours per week, eight (8) hours per day within ten (10) consecutive hours, provided, however, that in all offices with more than 100 full-time employees in the bargaining units the normal work week for full-time regular employees will be forty hours per week, eight hours per day within nine (9) consecutive hours. Shorter work weeks will, however, exist as needed for part-time regulars.

Section 2. Work Schedules

A. The employee's service week shall be a calendar week beginning at 12:01 a.m. Saturday and ending at 12 midnight the following Friday.

B. The employee's service day is the calendar day on which the majority of work is scheduled. Where the work schedule is distributed evenly over two calendar days, the service day is the calendar day on which such work schedule begins.

C. The employee's normal work week is five (5) service days, each consisting of eight (8) hours, within ten (10) consecutive hours, except as provided in Section 1 of this Article. As far as practicable the five days shall be consecutive days within the service week.

Section 3. Exceptions. The above shall not apply to part-time, road duty or rural carrier employees.

A. 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 work week.

B. Road duty employees' work tours will be continued as presently in effect.

C. Rural carrier employees will be scheduled on the basis of six (6) days in a normal work week. The service day will be based on the evaluation of the route.

Section 4. Overtime work

A. Overtime pay is to be paid at the rate of one and one-half (1½) times the basic hourly straight time rate.

B. Overtime shall be paid to employees for work performed only after eight (8) hours on duty in any one service day or forty (40) hours in any one service week. Nothing in this Section shall be construed by the parties or any reviewing authority to deny the payment of overtime to employees for time worked outside of their regularly scheduled work week at the request of the Employer.

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

Section 5. Overtime Assignments. When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work in accordance with the following:

A. Two weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list.

B. Lists will be established by craft, section, or tour in accordance with Article XXX, Local Implementation.

- C. 1. Except in the letter carrier craft, when during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected in order of their seniority on a rotating basis. Those absent, on leave or on light duty shall be passed over.
2. Only in the letter carrier craft, when during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected from the list. During the quarter every effort will be made to distribute equitably the opportunities for overtime among those on the list. In order to insure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated quarterly. Recourse to the "Overtime Desired" list is not necessary in the case of a letter carrier working on his own route on one of his regularly scheduled days.

D. If the voluntary "Overtime Desired" list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.

E. Exceptions to C and D above if requested by the employee may be approved by local management in exceptional cases based on equity (e.g., anniversaries, birthdays, illness, deaths).

F. Excluding December, only in an emergency situation will a full-time regular employee be required to work over ten (10) hours in a day or six (6) days in a week.

Section 6. Sunday Premium Payment. Each employee whose regular work schedule includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday, shall be paid extra compensation at the rate of 25 percent of his hourly rate of basic 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 payment.

Section 7. Night Shift Differential. For time worked between the hours of 6:00 p.m. and 6:00 a.m. employees shall be paid additional compensation at the rate of ten percent (10%) of the basic hourly straight time rate.

Section 8. Guarantees. An employee called in outside his regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof where less than four (4) hours of work is available. Such guaranteed minimum shall not apply to an employee called in who continues working on into his regularly scheduled shift. When a full-time regular employee is called in on his non-scheduled day, he will be guaranteed eight hours work or pay in lieu thereof.

The Employer will guarantee all employees at least four (4) hours work or pay on any day they are requested or scheduled to work in a post office or facility with 200 or more man years of employment per year. All employees at other post offices and facilities will be guaranteed two (2) hours work or pay when requested or scheduled to work.

Section 9. Wash-Up Time. Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

ARTICLE IX SALARIES AND WAGES

Section 1. Continuation of the 1973 National Agreement Cost of Living Adjustment. Effective July 21, 1975 the cost of living adjustment of \$1,310 per annum with proportional application to hourly rate employees which was provided in Article IX, Section 3 of the 1973 National Agreement shall become part of the base annual salary set forth in Section 2, below.

Section 2. Base Annual Salary

A. The base annual salary, with proportional application to hourly rate employees, for all grades and steps for those employees covered under the terms and conditions of this Agreement shall be increased as follows:

Effective July 21, 1975—\$400 per annum;
Effective March 21, 1976—\$250 per annum;
Effective November 21, 1976—\$250 per annum;
Effective July 21, 1977—\$600 per annum.

B. The Rural Letter Carriers' salary rate schedule, including the heavy duty schedule, will be adjusted accordingly in accordance with the formula and procedure used in prior years.

Section 3. Cost of Living Adjustment

A. Definitions.

1. "Consumer Price Index" refers to the "National Consumer Price Index for Urban Wage Earners and Clerical Workers", published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and referred to herein as the "Index".
2. "Consumer Price Index Base" refers to the Consumer Price Index for the month of June 1975 and is referred to herein as the "Base Index".

B. Effective Dates of Adjustments. Each employee covered by this Agreement shall receive cost of living adjustments, upward, in accordance with the formula in 3C below, effective on the following dates:

- the second full pay period after the release of the September 1975 Index
- the second full pay period after the release of the March 1976 Index
- the second full pay period after the release of the September 1976 Index
- the second full pay period after the release of the March 1977 Index
- the second full pay period after the release of the September 1977 Index
- the second full pay period after the release of the March 1978 Index.

C. The base salary schedules provided for in this Agreement shall be increased 1 cent per hour for each full 0.4 of a point increase in the applicable Index above the Base Index. For example, if the increase in the Index from June 1975 to September 1975 is 1.2 points all pay scales for employees covered by this Agreement will be increased by 3 cents per hour. In no event will a decline in the Index below the Base Index result in a decrease in the pay scales provided for in this Agreement.

D. The cost of living adjustment shall be taken into account only in computing base rates, overtime and shift premiums, and in determining call-in pay, leave pay and holiday pay.

E. The cost of living adjustment shall not become a fixed part of the Postal Service Base Salary Schedules.

F. In the event the appropriate Index is not published on or before the beginning of the effective payroll period, any adjustment required will be made effective at the beginning of the second payroll period after publication of the appropriate Index.

G. No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Index for any month mentioned in 3B above.

H. Continuance of the cost of living adjustment shall be contingent upon the continued availability of the official monthly Index in its present form and calculated on the same basis as the Index for June 1975. If the Bureau of Labor Statistics changes the form or basis of calculating the Index, the parties agree to request the Bureau to make available, for the life of this Agreement, a monthly Index in its present form and calculated on the same basis as the Index for June 1975.

Section 4. Application of Salary Rates. The Employer shall continue the current application of salary rates for the duration of this Agreement.

Section 5. Granting Step Increases. The Employer will continue the program on granting step increases for the duration of this Agreement.

Section 6. Protected Salary Rates. The Employer shall continue the current salary rate protection program for the duration of this Agreement.

ARTICLE X LEAVE

Section 1. The Employer shall continue funding the leave program so as to continue the current leave earning level for the duration of this Agreement.

Section 2. Choice of Vacation Period

A. It is agreed to establish a nationwide program for vacation planning for employees in the regular work force with emphasis upon the choice vacation period(s) or variations thereof.

B. Care shall be exercised to assure that no employee is required to forfeit any part of his annual leave.

C. The parties agree that the duration of the choice vacation period(s) in all postal installations shall be determined pursuant to local implementation procedures.

D. Annual leave shall be granted as follows:

1. Employees who earn 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.

2. Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.
3. The subject of whether an employee may at his option request two (2) selections during the choice period(s), in units of either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.
4. The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.

E. The vacation period shall start on the first day of the employee's basic work week. Exceptions may be granted by agreement among the employee, his Union representative and the Employer.

F. An employee who is called for jury duty during his scheduled choice vacation period or who attends a National, State, or Regional Convention (Assembly) during the choice vacation period is eligible for another available period provided this does not deprive any other employee of his first choice for scheduled vacation.

Section 3. Vacation Planning. The following general rules shall be observed in implementing the vacation planning program:

A. The Employer shall, no later than November 1, publicize on 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.

B. The installation head shall meet with the representatives of the Unions to review local service needs as soon after January 1 as practical. He shall then:

1. Determine the amount of annual leave accrued to each employee's credit including that for the current year and the amount he expects to take in the current year.
2. Determine a final date for submission of applications for vacation period(s) of the employee's choice during the choice vacation period(s).
3. Provide official notice to each employee of the vacation schedule approved for him.

C. A procedure in each office for submission of applications for annual leave for periods other than the choice period may be established pursuant to the implementation procedure above.

D. All advance commitments for granting annual leave must be honored except in serious emergency situations.

E. Rural carriers shall be granted annual leave in minimum units of one day in accordance with their personal wishes, provided a substitute rural carrier of record is available for their replacement. It shall be the responsibility of each rural carrier to plan his vacation at times when a substitute of record is available.

Section 4. Sick Leave. The Employer agrees to continue the administration of the present sick leave program, which shall include the following specific items:

A. Credit employees with sick leave as earned.

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

C. Employee becoming ill while on annual leave may have leave charged to sick leave upon request.

D. Unit Charges for Sick Leave:

1. Minimum units of 1 hour, except rural carriers and employees on road duty.
2. One day for rural carriers and substitute rural carriers earning leave.

E. For periods of absence of three (3) days or less, a supervisor may accept an employee's certification as reason for an absence.

ARTICLE XI HOLIDAYS

Section 1. Holidays Observed. The following nine (9) days shall be considered holidays for full-time and part-time regular schedule employees, hereinafter referred to in this Article as "employees":

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

Section 2. Eligibility. To be eligible for holiday pay, an employee must be in a pay status the last hour of his scheduled workday prior to or the first hour of his scheduled workday after the holiday.

Section 3. Payment

A. An employee shall receive holiday pay at his basic hourly straight time rate for a number of hours equal to his regular daily working schedule, not to exceed eight (8) hours.

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

Section 4. Holiday Work

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 he is entitled as above described.

B. An employee required to work on Christmas shall be paid one and one-half (1½) times the basic hourly straight time rate for each hour worked in addition to the holiday pay to which he is entitled as above described.

Section 5. Holiday on Non-Work Day

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

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

Section 6. Holiday Schedule. The Employer will determine the number and categories of employees needed 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 and part-time regular 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 all casuals and part-time flexibles are utilized to the maximum extent possible, even if the payment of overtime is required, and unless all full-time and part-time regulars with the needed skills who wish to work on the holiday have been afforded an opportunity to do so. 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.

Section 7. Rural Carriers. A rural carrier whose regular scheduled workday falls on a holiday will not be required to work and will be paid at his daily rate for that day. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Sections 2 through 6 shall not apply to rural carriers.

Section 8. Holiday Part-Time Employee. A part-time flexible schedule employee shall not receive holiday pay as such. He shall be compensated for the nine (9) holidays by basing his regular straight time

hourly rate on his annual rate divided by 2008 hours. For work performed on December 25, a part-time flexible schedule employee shall be paid in addition to his regular straight time hourly rate, one-half (½) times his regular straight time hourly rate for each hour worked up to eight (8) hours.

ARTICLE XII

PRINCIPLES OF SENIORITY, POSTING, AND REASSIGNMENTS

Section 1. Probationary Period

A. The probationary period for a new employee shall be ninety (90) calendar days. 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. If the Employer intends to separate an employee during his probationary period for scheme failure, the employee shall be given at least seven (7) days advance notice of such intent to separate him. If the employee qualifies on the scheme within the notice period, he will not be separated for prior scheme failure.

B. The parties recognize that the failure of the Employer to discover a falsification by an employee in his employment application prior to the expiration of his probationary period shall not bar the use of such falsification as a reason for discharge.

C. When an employee completes the probationary period, his seniority will be computed in accordance with this Agreement as of his initial day of full-time or part-time employment.

D. When an employee who is separated from the Postal Service for any reason is re-hired, he shall serve a new probationary period. If his separation was due to disability, his seniority shall be established in accordance with Section 2, if applicable.

Section 2. Principles of Seniority

A. The seniority principles contained in the National Agreement executed **July 21, 1973**, continue except as otherwise provided below or in the craft seniority provisions of this Agreement.

B. An employee who **left** the bargaining unit on or after **July 21, 1973** and returns to the unit he left:

1. will begin a new period of seniority if he returns from a position outside the Postal Service; or
2. will begin a new period of seniority if he returns from a position within the Postal Service, unless he returns within 2 years from the date he left the unit.

C. Rural carriers are covered by the seniority provisions in Section 1007 of the Postal Reorganization Act which are intended to prevail.

Section 3. Principles of Posting

A. To insure a more efficient and stable work force, an employee may be designated a successful bidder no more than five (5) times during the duration of this Agreement unless such bid:

1. is to a job in a higher wage level;
2. is due to elimination or reposting of his duty assignment; or
3. enables an employee to become assigned to a station closer to his place of residence.

B. Specific provisions for posting for each craft are contained in the craft posting provisions of this Agreement.

Section 4. Principles of Reassignments

A. A primary principle in effecting reassignments will be that dislocation and inconvenience to employees in the regular work force shall be kept to a minimum, consistent with the needs of the Service. Reassignments will be made in accordance with this Article and the provisions of Appendix A.

B. When a major relocation of employees is planned in **major metropolitan areas or due to the implementation of national postal mail networks**, the Employer will apply Article XII, in the development of the relocation and reassignment plan. At least 90 days in advance of implementation of such plan, the Employer will meet with the Unions at the national level to fully advise the Unions how it intends to implement the plan. If the Unions believe such plan violates the National Agreement, the matter may be grieved.

Such plan shall include a meeting at the regional level in advance (as much as six months whenever possible) of the reassignments anticipated. The Employer will advise the Unions, based on the best estimates available at the time, of the anticipated impact; the numbers of employees affected by craft; the locations to which they will be reassigned; and, in the case of a new installation, the anticipated complement by tour and craft. The Unions will be periodically updated by the Region should any of the information change due to more current data being available.

C. When employees are excessed out of their installation, the Union at the national level may request a comparative work hour report of the losing installation 60 days after the excessing of such employees.

If a review of the report does not substantiate that business conditions warranted the action taken, such employees shall have their retreat rights activated. If the retreat right is denied, the employees have the right to the grievance-arbitration procedure.

D. In order to minimize the impact on employees in the regular work force, the Employer agrees to separate public policy program employees, and to the extent possible, casual employees, working in

the affected craft and installation prior to excessing any regular employee in that craft out of the installation. The junior full-time employee who is being excessed has the option of reverting to part-time flexible status in his craft, or of being reassigned to the gaining installation.

ARTICLE XIII

ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES

A. Introduction

1. Part-time fixed schedule employees assigned in the craft unit shall be considered to be in a separate category. All provisions of this Article apply to part-time fixed schedule employees within their own category.
2. The U.S. Postal Service and the Unions recognizing their responsibility to aid and assist deserving full-time regular or part-time flexible 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. It will be the responsibility of each installation head to implement the provisions of this Agreement within his office, after local negotiations.

B. Employee's Request for Reassignment

1. Temporary Reassignment

- a. Any full-time regular or part-time flexible employee recuperating from a serious illness or injury and temporarily unable to perform his assigned duties may voluntarily submit a written request to the installation head for temporary assignment to a light duty or other assignment. The request shall be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor stating, when possible, the anticipated duration of the convalescence period. Such employee agrees to submit to a further examination by a Public Health Service doctor or physician designated by the installation head, if that official so requests.
- b. A full-time regular or part-time flexible mobile unit employee shall submit a written request to the installation head in charge of the RPO or HPO to which he is assigned for a temporary light duty assignment in his post office at his head-out or in a post office near his home in the clerk craft. The installation head receiving the request will make every effort to place the ill or injured mobile unit employee in the clerk craft.

2. Permanent Reassignment

- a. Any ill or injured full-time regular or part-time flexible employee having a minimum of five years of postal service, or

any full-time regular or part-time flexible employee who sustained injury on duty, regardless of years of service, while performing his assigned duties can submit a voluntary request for permanent reassignment to light duty or other assignment to the installation head if he is permanently unable to perform all or part of his assigned duties. The request shall be accompanied by a medical certificate from the United States Public Health Service or a physician designated by the installation head giving full evidence of the physical condition of the employee, the need for reassignment, and the ability of the employee to perform other duties. A certificate from the employee's personal physician will not be acceptable.

- b. A mobile unit, full-time regular or part-time flexible employee, shall submit a written request to the installation head at his headout for permanent reassignment to light duty, or other assignment in PS-6 or 5 in the stationary installation if he is permanently unable to perform duty in the RPO or HPO. His request is his application for change to the salary level in which he can be assigned in a light duty or other assignment.
3. Installation heads shall show the greatest consideration for full-time regular or part-time flexible employees requiring light duty or other assignments, giving each request careful attention, and reassign such employees to the extent possible in his office. When a request is refused, the installation head shall notify the concerned employee in writing, stating the reasons for his inability to reassign him.

C. Local Implementation. Due to varied size installations and conditions within installations, the following important items having a direct bearing on these reassignment procedures (establishment of light duty assignments) should be determined by local negotiations.

1. Through local negotiations, each office will establish the assignments that are to be considered light duty within each craft represented in the office. These negotiations should explore ways and means to make adjustments in normal assignments, to convert them to light duty assignments without seriously affecting the production of the assignment.
2. Light duty assignments may be established from part-time hours, to consist of 8 hours or less in a service day and 40 hours or less in a service week. The establishment of such assignment does not guarantee any hours to a part-time flexible employee.
3. Number of Light Duty Assignments. The number of assignments within each craft that may be reserved for temporary or permanent light duty assignments, consistent with good business practices, shall be determined by past experience as to the number of reassignments that can be expected during each year, and the method used in reserving these assignments to insure that no

assigned full-time regular employee will be adversely affected, will be defined through local negotiations. The light duty employee's tour hours, work location and basic work week shall be those of the light duty assignment and the needs of the service, whether or not the same as for his previous duty assignment.

D. General Policy Procedures

1. Every effort shall be made to reassign the concerned employee within his present craft or occupational group, even if such assignment reduces the number of hours of work for the supplemental work force. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.
2. The full-time regular or part-time flexible employee must be able to meet the qualifications of the position to which he is reassigned on a permanent basis. On a temporary reassignment, qualifications can be modified provided excessive hours are not used in the operation.
3. The reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible preference over other part-time flexible employees.
4. The reassignment of a full-time regular or part-time flexible employee under the provisions of this Article to an agreed-upon light duty temporary or permanent or other assignment within the office, such as type of assignment, area of assignment, hours of duty, etc., will be the decision of the installation head who will be guided by the examining physician's report, employee's ability to reach his place of employment and ability to perform the duties involved.
5. An additional full-time regular position can be authorized within the craft or occupational group to which the employee is being reassigned, if the additional position can be established out of the part-time hours being used in that operation without increasing the overall hour usage. If this cannot be accomplished, then consideration will be given to reassignment to an existing vacancy.
6. The installation head shall review each light duty reassignment at least once each year, or at any time he has reason to believe the incumbent is able to perform satisfactorily in other than the light duty assignment he occupies. This review is to determine the need for continuation of the employee in the light duty assignment. He may be requested to submit to a medical review by the United States Public Health Service or by a physician designated by the installation head if he believes such examination to be necessary.
7. When a full-time regular employee in a temporary light duty assignment is declared recovered on medical review, he shall be returned to his former duty assignment, if it has not been

discontinued. If his former regular assignment has been discontinued, he becomes an unassigned full-time regular employee.

8. If a full-time regular employee is reassigned in another craft for permanent light duty and he later is declared recovered, on medical review, he shall be returned to the first available full-time regular vacancy in complement in his former craft. Pending his return to his former craft, he shall be an unassigned full-time regular employee. His seniority shall be restored to include service in the light duty assignment.
9. When a full-time regular employee who has been awarded a permanent light duty assignment within his own craft is declared recovered, on medical review, he shall become an unassigned full-time regular employee.
10. When a part-time flexible on temporary light duty is declared recovered, his detail to light duty shall be terminated.
11. When a part-time flexible who has been reassigned in another craft on permanent light duty is declared recovered, his assignment to light duty shall be terminated. Section D8, above, does not apply even though he has advanced to full-time regular while on light duty.

E. Filling Vacancies Due to Reassignment of an Employee to Another Craft. When it is necessary to permanently reassign an ill or injured full-time regular or part-time flexible employee who is unable to perform his regularly assigned duties, from one craft to another craft within the office, the following procedures will be followed:

1. When the reassigned employee is a full-time regular employee, the resulting full-time regular vacancy in the complement, not necessarily in the particular duty assignment of the losing craft from which the employee is being reassigned, shall be posted to give the senior of the full-time regular employees in the gaining craft the opportunity to be reassigned to the vacancy, if desired.
2. If no full-time regular employee accepts the opportunity to be assigned to the vacancy in the complement, not necessarily in the particular duty assignment in the other craft, the senior of the part-time flexibles on the opposite roll who wishes to accept the vacancy shall be assigned to the full-time regular vacancy in the complement of the craft of the reassigned employee.
3. When the reassigned employee is a part-time flexible, the resulting vacancy in the losing craft shall be posted to give the senior of the full-time regular or part-time flexible employees in the gaining craft the opportunity to be assigned to the part-time flexible vacancy, if desired, to begin a new period of seniority at the foot of the part-time flexible roll.
4. The rule in 1 and 2, above, applies when a full-time regular employee on permanent light duty is declared recovered, and he is returned to his former craft, to give the senior of the full-time regular or part-time flexible employees in the gaining craft the opportunity, if desired, to be assigned in the resulting full-time regular vacancy in the complement, not necessarily in the particular duty assignment of the losing craft.

F. Seniority of an Employee Assigned to Another Craft

1. Except as provided for in Section D8, above, a full-time regular employee assigned to another craft or occupational group in the same or lower level in the same installation shall take the seniority for preferred tours and assignments, whichever is the lesser of (a) one day junior to the junior full-time regular employee in the craft or occupational group, (b) retain the seniority he had in his former craft.
2. A part-time flexible employee who is permanently assigned to a full-time regular or part-time flexible assignment in another craft, under the provisions of this Article, shall begin a new period of seniority. If assigned as a part-time flexible, it shall be at the foot of the part-time flexible roll.

ARTICLE XIV SAFETY AND HEALTH

Section 1. Responsibilities. It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Unions will cooperate with and assist management to live up to this responsibility.

Section 2. Cooperation. The Employer and the Unions insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions. Mechanization, vehicles, vehicle equipment and the work place must be maintained in a safe and sanitary condition, including adequate occupational health and environmental conditions. The Employer shall make available at each installation forms to be used by employees in reporting unsafe and unhealthful conditions. If an employee believes he is being required to work under unsafe conditions, he may: a) notify his supervisor who will immediately investigate the condition and take corrective action if necessary; b) file a grievance if no corrective action is taken during his tour; c) and/or make a written report to the local Joint Labor-Management Safety and Health Committee.

Section 3. Implementation. To assist in the positive implementation of the program:

A. There shall be established at the Employer's Headquarters level, a Joint Labor-Management Safety Committee. Representation on the Committee, to be specifically determined by the Employer and the Unions, shall include one person from each of the Unions and representatives from appropriate Departments in the Postal Service. Not later than 60 days following the effective date of this Collective Bargaining Agreement, designated representatives of the Union and Management will meet for the purpose of developing a comprehensive agenda which will include all aspects of the Employer's Safety Program. Subsequent to the development of this agenda priorities will be established and a tentative schedule will be developed to insure full discussion of all topics. Meetings may also be requested by either party for the specific purpose of discussing additional topics of inter-

est within the scope of the Committee.

The responsibility of the Committee will be to evaluate and make recommendations on all aspects of the Employer's Safety Program, to include program adequacy, implementation at the local level, and studies being conducted for improving the work environment.

The Chairman will be designated by the Employer. The Union may designate a coordinator who, in conjunction with the Chairman, shall schedule the meetings, and recommend priorities on new agenda items. In addition, the coordinator may assist the Chairman in conducting the activities of the Committee. The Employer shall furnish the Unions information relating to injuries, illness and safety, including the morbidity and mortality experience of employees. This report shall be in form of reports furnished OSHA on a quarterly basis.

B. There shall be established at the Employer's regional level, a Regional Joint Labor-Management Safety Committee, which will be scheduled to meet quarterly and at such other times as designated by the Chairman. Representation on the Committee shall include one person from each of the Unions and appropriate representatives from the Postal Service Regional Office. The Chairman will be designated by the Employer.

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

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

Section 4. Local Safety Committee. At each postal installation having 50 or more employees, a Joint Labor-Management Safety and Health Committee will be established. Similar committees may be established upon request of the installation head in installations having fewer than 50 employees, as appropriate. There shall be equal representation on the Committee between the Unions and management. The representation on the Committee to be specifically determined by the Employer and the Unions shall include one person from each of the Unions and appropriate management representatives. The Chairman will be designated by the Employer.

Section 5. Subjects for Discussion. Individual grievances shall not be made the subject of discussion during Safety and Health Committee meetings.

Section 6. Employee Participation. It is the intent of this program to insure broad exposure to employees, to develop interest by active par-

ticipation of employees, to insure new ideas being presented to the Committee and to make certain that employees in all areas of an installation have an opportunity to be represented. At the same time, it is recognized that for the program to be effective, it is desirable to provide for a continuity in the committee work from year to year. Therefore, except for the Chairman and Secretary, the Committee members shall serve three-year terms but shall not be eligible to succeed themselves.

Section 7. Local Committee Meetings. The Safety and Health Committee shall meet at least quarterly and at such other times as designated by the Chairman. The meeting shall be on official time. Each Committee member shall submit agenda items to the Secretary at least three (3) days prior to the meeting. A member of the Health Unit will be invited to participate in the meeting of the Labor-Management Safety and Health Committee when agenda item(s) relate to the activities of the Health Unit.

Section 8. Local Committee Responsibilities. The Committee shall review the progress in accident prevention and health at the installation; determine program areas which should have increased emphasis; and it may investigate major accidents which result in disabling injuries. The Committee shall at its discretion render reports to the installation head and may at its discretion make recommendations to the installation head for action on matters concerning safety and health. The installation head shall within a reasonable period of time advise the Committee that the recommended action has been taken or advise the Headquarters Safety and Health Committee and the Presidents of the local Unions as to why it has not.

When approved by the Chairman of the Committee, on-the-spot inspection of particular troublesome areas may be made by individual Committee members or a Subcommittee or the Committee as a whole. When so approved, the Committee members shall be on official time while making such inspection.

One Union representative from the Local Safety and Health Committee may accompany management representatives on any scheduled safety inspection.

Section 9. Field Federal Safety and Health Councils. In those cities where Field Federal Safety and Health Councils exist, one representative of the Unions who is on the Local Safety and Health Committee in an independent postal installation in that city and who serves as a member of such Councils, will be permitted to attend the meetings. Such employee will be excused from his regularly assigned duties without loss of pay. Employer authorized payment as outlined above will be granted at the applicable straight time rate, provided the time spent in such meetings is a part of the employee's regular work day.

ARTICLE XV

GRIEVANCE-ARBITRATION PROCEDURE

Section 1. Definition. A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages,

hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Unions which involves the interpretation, application of, or compliance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.

Section 2. Procedure

Step 1: The employee must discuss a grievance with his immediate supervisor within fourteen (14) days of when the employee or Union has learned or may reasonably have been expected to have learned of its cause. The employee may be accompanied by his steward or a Union representative, if he so desires. The supervisor shall render a decision, stating his reasons, within five (5) days. The Union shall be entitled to appeal an adverse decision to Step 2 of the grievance procedure within ten (10) days after receipt of the Employer's decision. Such appeal shall be in writing to the head of the installation or his designee.

The Union may also initiate a grievance at Step 1 in accordance with the above, **and may initiate a class grievance at Step 1 when the grievance concerns the complaint of more than one employee in the office.**

Step 2A: The employee shall be represented by a steward or a Union representative. The installation head or his designee will meet with the steward or Union representative as expeditiously as possible, but no later than seven (7) days after receipt of the appeal. A decision by the Employer shall be rendered within ten (10) days after it has been appealed to Step 2A. Such decision shall be in writing and the Union shall be entitled to an oral explanation of the reasons therefor. The Union shall be entitled to appeal an adverse decision to Step 3 of the grievance procedure within ten (10) days after receipt of the Employer's decision, except for the subjects specified in Step 2B.

Step 2B: In the absence of settlement through Step 2A, grievance involving the subject of disciplinary action taken against an employee or the discharge of an employee may not be submitted to Step 3 or 4, but may be appealed in writing to the **Regional Director for Employee and Labor Relations** within ten (10) days after receipt of the Employer's 2A decision. **The Regional Director for Employee and Labor Relations** shall provide a hearing at a management level higher than the installation level and at a location convenient to the parties. The management representative at Step 2B shall be a person who has had no direct connection with the case and such person shall be at a higher level than the Employer's Step 2A representative. The employee may be represented by an area or regional Union representative, and the Employer's decision shall be rendered within seven (7) days after the grievance has been appealed to this Step. Such decision shall be in writing stating the reasons therefor. If there is no settlement at this Step, the Union shall be entitled to refer the grievance direct to arbitration within **twenty-one (21) days**, and in accordance with the arbitration procedure.

Step 3: Appeals from decisions rendered at Step 2A shall be made in writing to the **Regional Director for Employee and Labor Relations.**

The employee shall be represented before the regional office by an area or regional Union representative. A decision by the Employer regarding the grievance shall be rendered within fifteen (15) days after it has been appealed to Step 3. Such decision shall be in writing stating the reasons therefor. The Union shall be entitled to appeal an adverse decision to Step 4 (national level) of the grievance procedure within fifteen (15) days after receipt of the Employer's decision.

Step 4: The parties shall meet at the national level within fifteen (15) days of such appeal in an attempt to resolve the grievance. Following this meeting, a decision by the Employer will be rendered within fifteen (15) days. Such decision shall be in writing stating the reasons therefor. If the parties are not able to resolve the grievance, the Union shall be entitled to refer the grievance to arbitration within **forty-five (45) days** in accordance with the arbitration procedure.

Either the Union or the Employer is entitled to bypass the procedures provided in Steps 3 or 4, or both.

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

The failure of the aggrieved party or his representative to present the grievance within the prescribed time limits of the Steps of this procedure, including arbitration, shall be considered as a waiver of the grievance.

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 national level without going through the preceding Steps.

Section 3. Arbitration. A request for arbitration must be submitted within the time limit for appeal as specified for the appropriate Step. The national President of the Union involved must give written authorization of approval to the Employer at the national level before the request for arbitration is submitted.

Grievances referred to arbitration will be placed on a pending arbitration list. Except for discharge cases, the Union will have sixty (60) days from the date of such referral to certify the case to be scheduled for arbitration at the earliest possible date. Cases which are not certified for arbitration within the sixty (60) day period shall be considered waived and removed from the pending arbitration list.

Discharge cases referred to arbitration shall be placed on a separate pending arbitration list. The Union will have fifteen (15) days from the date of such referral to certify the case to be scheduled for arbitration at the earliest possible date. Cases which are not certified for arbitration within the fifteen (15) day period shall be considered waived and removed from the pending arbitration list.

A panel of six (6) arbitrators will be established by mutual agreement to handle grievances appealed from Steps 2, 3 or 4. Absent such agreement, the method of selection and procedure will be as described below.

The panel of six (6) arbitrators will be selected by the alternative striking of names by the parties from a geographically balanced list of arbitrators provided by the Federal Mediation and Conciliation Service.

Any vacancies in the panel will be filled by the alternative striking of names from a list of five (5) arbitrators supplied by the FMCS. This method will be used if members of the panel are unavailable for any reason. By mutual agreement, the parties may increase the size of the panel, for such time as is necessary, to assure the expeditious processing of grievances. The additional arbitrators will be selected in the same manner as provided above.

The arbitrator's decision will be final and binding. The arbitrator shall render his award within thirty (30) days of the close of the hearing on cases which do not involve interpretation of the Agreement or are not of a technical or policy-making nature. On all other cases, the award shall be rendered within thirty (30) days, if possible. All decisions of the arbitrator shall be limited to the terms and provisions of this Agreement, and in no event, may the terms and provisions of this Agreement be altered, amended or modified by the arbitrator. All costs, fees and expenses charged by the arbitrator will be shared equally by the parties.

Arbitration hearings shall be held during working hours. Employee witnesses 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.

In any arbitration proceeding in which a Union feels that its interests may be affected, it shall be entitled to intervene and participate in such arbitration proceeding, but it shall be required to share the cost of such arbitration with any or all other Union parties to such proceeding. In any case in which more than one Union participates, the Unions will share one-half (½) and the Employer will pay one-half (½) of the costs of such arbitration. Any dispute as to arbitrability may be submitted to the arbitrator and be determined by him. The arbitrator's determination shall be final and binding.

Section 4. Expedited Arbitration. The Parties agree to continue the utilization of an expedited arbitration system for disciplinary cases which do not involve interpretation of the Agreement and which are not of a technical or policy-making nature. This system may be utilized by agreement of the Union involved through its national President or designee, and the Senior Assistant Postmaster General, Employee and Labor Relations Group, or his designee. In any such case, the Union and the Employer shall immediately notify the designated arbitrator. The designated arbitrator is that member of the Expedited Arbitration Panel who, pursuant to a rotation system, is scheduled for the next arbitration hearing. Immediately upon such notification the designated arbitrator shall arrange a place and date for the hearing promptly but within a period of not more than ten (10) working days. If the designated arbitrator is not available to conduct a hearing within the ten (10) working days the next panel member in rotation shall be notified until an available arbitrator is obtained.

The hearing shall be conducted in accordance with the following:

- (a) the hearing shall be informal;
- (b) no briefs shall be filed or transcripts made;
- (c) there shall be no formal rules of evidence;
- (d) the hearing shall normally be completed within one day;
- (e) if the arbitrator or the parties conclude at the hearing that the issues involved are of such complexity or significance as to warrant reference to the Regular Arbitration Panel, the case shall be referred to that panel; and
- (f) the arbitrator may issue a bench decision at the hearing but in any event he shall render his decision within 48 hours after conclusion of the hearing. His decision shall be based on the record before him and may include a brief written explanation of the basis for his conclusion. These decisions will not be cited as a precedent. The arbitrator's decision shall be final and binding. An arbitrator who issues a bench decision shall furnish a written copy of his award to the parties within forty-eight (48) hours of the close of the hearing.

The Expedited Arbitration Panel shall be developed by the national parties, on a national or area basis, with the aid of the American Arbitration Association, the Federal Mediation and Conciliation Service, Deans of Law Schools and the National Academy of Arbitrators. The parties shall appoint a Joint Committee with equal representation which shall have the responsibility of developing programs for appropriate orientation of the members of the arbitration panel.

ARTICLE XVI DISCIPLINE PROCEDURE

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 1. Counselling. For a minor offense, counselling in private shall be the method of dealing with that offense. Counselling is a private matter between the supervisor and the employee.

Section 2. Suspensions of Less Than 30 Days. In the case of discipline involving suspensions of thirty (30) 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 him and shall be further informed that he will be suspended after two (2) working days during which two-day period he shall remain on the job or on the clock (in pay status) at the option of the Employer.

Section 3. Suspensions of More Than 30 Days or Discharge. In the case of suspensions of more than thirty (30) days, or of discharge, any employee shall, unless otherwise provided herein, be entitled to an advance written notice of the charges against him 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 his 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 his suspension of more than thirty (30) days or his discharge to the Civil Service Commission rather than through the grievance-arbitration procedure shall remain on the rolls (non-pay status) until disposition of his case has been had either by settlement or through exhaustion of his Civil Service appeal. When there is reasonable cause to believe an employee guilty of a crime for which a sentence of imprisonment can be imposed, the advance notice requirement shall not apply and such an employee may be immediately removed from pay status.

Section 4. 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 himself or others. The employee shall remain on the rolls (non-pay status) until disposition of his case has been had. If it is proposed to suspend such an employee for more than thirty (30) days or discharge him, the emergency action taken under this Section may be made the subject of a separate grievance.

Section 5. Review of Discipline. In no case may a supervisor impose suspension or discharge upon an employee unless the proposed disciplinary action by the supervisor has first been reviewed and concurred in by the installation head or his designee.

In associate post offices of twenty (20) or less employees, or where there is no higher level supervisor than the supervisor who proposes to initiate suspension or discharge, the proposed disciplinary action shall first be reviewed and concurred in by a higher authority outside such installation or post office before any proposed disciplinary action is taken.

Section 6. Veterans' Preference. A preference eligible is not hereunder deprived of whatever rights of appeal he may have under the Veterans' Preference Act; however, if he appeals under the Veterans' Preference Act, he thereby waives access to any procedure under this Agreement beyond Step 2B of the grievance-arbitration procedure.

Section 7. 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, except that in the case

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

ARTICLE XVII REPRESENTATION

Section 1. Stewards. Stewards may be designated for the purpose of investigating, presenting and adjusting grievances.

Section 2. Appointment of Stewards

A. Each Union signatory to this Agreement will certify to the Employer in writing a steward or stewards and alternates in accordance with the following general guidelines. Where more than one steward is appointed, one shall be designated chief steward. The selection and appointment of stewards or chief stewards is the sole and exclusive function of each Union. **Stewards will be certified to represent employees in specific work location(s) on their tour; provided no more than one steward may be certified to represent employees in a particular work location(s). The number of stewards shall be in accordance with the formula as hereinafter set forth:**

Up to 49	Employees in the same craft per tour or station	1 steward
50 to 99	"	2 stewards
100 to 199	"	3 stewards
200 to 499	"	5 stewards
500 or more	"	5 stewards plus additional steward for each 100 employees

B. At an installation, a Union may designate in writing to the Employer one Union officer actively employed at that installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance. The activities of such Union officer shall be in lieu of a steward designated under the formula in Section 2A and shall be in accordance with Section 3. Payment, when applicable, shall be in accordance with Section 4.

C. To provide steward service to a number of small installations where a steward is not provided by the above formula, a Union representative certified to the Employer in writing and compensated by the Union may perform the duties of a steward.

D. At the option of a Union, representatives not on the Employer's payroll shall be entitled to perform the functions of a steward or chief steward, provided such representatives are certified in writing to the Employer at the regional level and providing such representatives

act in lieu of stewards designated under the provisions of 2A or 2B above.

E. A steward may be designated to represent more than one craft, or to act as a steward in a craft other than his own, whenever the Union or Unions involved so agree, and notify the Employer in writing. Any steward designations across craft lines must be in accordance with the formula set forth in Section 2A above.

Section 3. Rights of Stewards. When it is necessary for a steward to leave his work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, he shall request permission from his immediate supervisor and such request shall not be unreasonably denied. In the event his duties require he leave his work area and enter another area within the installation or post office, he must also receive permission from the supervisor from the other area he wishes to enter and such request shall not be unreasonably denied.

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

While serving as a steward or chief steward an employee may not be involuntarily transferred to another tour, to another station or branch of his post office or to another independent post office or installation unless there is no job for which he is qualified on his tour, or in his station or branch, or post office, provided that this paragraph shall not apply to rural carriers.

Section 4. Payment of Stewards. The Employer will authorize payment only under the following conditions:

Grievances:

Steps 1 and 2—The aggrieved and one Union steward (only as permitted under the formula in Section 2A) for time actually spent in grievance handling, including investigation and meetings with the Employer. The Employer will also compensate a steward for the time reasonably necessary to write a grievance.

Meetings called by the Employer for information exchange and other conditions designated by the Employer concerning contract application.

Employer authorized payment as outlined above will be granted at the applicable straight time rate, providing the time spent is a part of the steward's (only as provided for under the formula in Section 2A) regular work day.

In the rural carrier craft, steward hours actually spent in grievance handling, including investigation and meetings with the Employer, will be recorded and accumulated. Upon the accumulation of eight (8)

hours, a relief day will be provided. On those occasions where the steward will be unreasonably delayed, auxiliary assistance will be provided the steward and the hours will not be recorded or accumulated.

Section 5. Labor-Management Committee Meetings. The Unions party to this agreement through their designated agents shall be entitled at the national, regional, and local levels, and at such other intermediate levels as may be appropriate, to participate in regularly scheduled Joint Labor-Management Committee meetings for the purpose of discussing, exploring, and considering with management matters of mutual concern; provided neither party shall attempt to change, add to or vary the terms of this Collective Bargaining Agreement.

Meetings at the national and regional (except as to the Christmas operation) levels will not be compensated by the Employer. Compensation for attendance at such intermediate level meetings as may be appropriate will be determined after the reorganization of the Postal Service is effectuated. The Employer will compensate one designated representative from the Union or Unions concerned with the subject matter of the meeting for actual time spent in the meeting at the applicable straight time rate, providing the time spent in such meetings is a part of the employee's regular scheduled work day.

Section 6. Blue Ribbon Labor-Management Committee. There will be established a National Blue Ribbon Labor-Management Committee comprised of the national Presidents of the Unions and the Senior Assistant Postmaster General for Employee and Labor Relations and other top Postal Service officials. This Committee will meet quarterly for the purpose of discussing, exploring, and considering policy matters of substantial national concern to the parties.

Section 7. Union Participation in New Employee Orientation. During the course of any employment orientation program for new employees, a representative of the Union representing the craft or occupational group to which the new employees are assigned shall be provided ample opportunity to address such new employees, provided that this provision does not preclude the Employer from addressing employees concerning the same subject.

Section 8. Checkoff

A. In conformity with Section 2 of the Act, 39 U.S.C. 1205, without cost to the Unions, the Employer shall deduct and remit to the appropriate Union the regular and periodic Union dues from the pay of employees who are members of such Union, provided that the Employer has received a written assignment which shall be irrevocable for a period of not more than one year, from each employee on whose account such deductions are to be made. The Employer agrees to remit to each Union all deductions to which it is entitled prior to the end of the month for which such deductions are made. Deductions shall be in such amounts as are designated to the Employer in writing by each Union.

B. The authorization of such deductions shall be in the following form:

**AUTHORIZATION FOR DEDUCTION OF UNION DUES
UNITED STATES POSTAL SERVICE**

Date _____

I hereby assign to _____ (Union) _____ from any salary or wages earned or to be earned by me as your employee (in my present or any future employment by you) such regular and periodic membership dues as the Union may certify as due and owing from me, as may be established from time to time by said Union. I authorize and direct you to deduct such amounts from my pay and to remit same to said Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for a period of one (1) year from the date of delivery hereof to you, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year, unless written notice is given by me to you and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year.

This assignment is freely made pursuant to the provisions of the Postal Reorganization Act and is not contingent upon the existence of any agreement between you and my Union.

Signature of Employee	Street Address
Type or Print Name of Employee	City, State
Employee's Clock Number	Employee's Social Security Number
Date of Signature	Date of Delivery to Employer

(Form to be revised to conform to Postal Service Machine Requirements as on SF 1187.)

C. Notwithstanding the foregoing, employees' dues deduction authorization (Standard Form 1187) which are presently on file with the Employer on behalf of a Union party to this Agreement, shall continue to be honored and given full force and effect by the Employer unless and until revoked in accordance with their terms.

D. The Employer agrees that it will continue in effect, but without cost to employees, its existing program of payroll deductions at the request and on behalf of employees for remittance to financial institutions including credit unions. In addition the Employer agrees without cost to the employee to make payroll deductions on behalf of such organization or organizations as one or more of the Unions shall des-

ignate to receive funds to provide group automobile insurance for employees and/or homeowners/tenant liability insurance for employees, provided only one insurance carrier is selected to provide such coverage.

**ARTICLE XVIII
NO STRIKE**

Section 1. The Unions in behalf of their members agree that they will not call or sanction a strike or slowdown.

Section 2. The Unions or their local Unions (whether called branches or by other names) 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 3. It is agreed that Unions or their local Unions (whether called branches or by other names) which comply with the requirements of this Article shall not be liable for the unauthorized action of their members or other postal employees.

Section 4. 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 XIX
HANDBOOKS AND MANUALS**

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. **This includes, but is not limited to, the Postal Service Manual and the F-21 Timekeeper's Instructions.**

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Unions at the national level at least thirty (30) days prior to issuance. **At the request of the Unions, after the meeting,** believe the proposed changes violate the National Agreement (including this Article), they 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 Unions upon issuance.

ARTICLE XX PARKING

Section 1. The existing parking program will remain in effect. A National Study Committee on Parking will be established in order to improve the parking program at existing facilities and to recommend such programs for new facilities.

Section 2. 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, including, but not limited to, establishing liaison with local police authorities, requesting the assignment of additional uniformed police in the area, improving lighting and fencing, and, where available, utilizing mobile security force patrols.

ARTICLE XXI BENEFIT PLANS

Section 1. Health Benefits. Commencing July 21, 1975, the Employer will increase its contribution to the cost of the health insurance program from 65% to 75% based on the present method of computation.

Section 2. Life Insurance. The Employer shall maintain the current life insurance program in effect during the term of this Agreement.

Section 3. Retirement. The provisions of Chapter 83 of Title 5 U.S. Code, and any amendments thereto, shall continue to apply to employees covered by this Agreement.

Section 4. Injury Compensation. Employees covered by this Agreement shall be covered by subchapter I of Chapter 81 of Title 5, and any amendments thereto, relating to compensation for work injuries. The Employer will promulgate appropriate regulations which comply with applicable regulations of the Office of Workers' Compensation Programs and any amendments thereto.

Section 5. Health Benefit Brochures. When a new employee who is eligible for enrollment in the Federal Employee's Health Benefit Program enters the Postal Service, he shall be furnished a copy of the Health Benefit Plan brochure of the Union signatory to this Agreement which represents the craft in which he is to be employed.

ARTICLE XXII BULLETIN BOARDS

The Employer shall furnish separate bulletin boards for the exclusive use of each Union party to this Agreement, subject to the conditions

stated herein, if space is available. If sufficient space is not available, at least one will be provided for all Unions signatory to this Agreement. The Unions may place their literature racks in swing rooms, if space is available. Only suitable notices and literature may be posted or placed in literature racks. There shall be no posting or placement of literature in literature racks except upon the authority of officially designated representatives of the Unions.

ARTICLE XXIII RIGHTS OF UNION OFFICIALS TO ENTER POSTAL INSTALLATIONS

Upon reasonable notice to the Employer, duly authorized representatives of the Unions 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 XXIV EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS

1. 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 he had been in a pay status. Retirement benefits will accrue on the basis of the employee's step so attained, provided he makes contributions to the retirement fund in accordance with current procedure. Annual and sick leave will be earned in accordance with existing procedures based on hours worked.
2. 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 Conventions (Assemblies) 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.
3. 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 delegates to the Convention (Assembly) have not yet been determined, upon the request of the Union, the Employer will make provision for leave for these delegates prior to making commitments for vacations.
4. 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.

5. In the event a replacement is not available on a rural route, the installation head will make every reasonable effort to secure a replacement.

ARTICLE XXV HIGHER LEVEL ASSIGNMENTS

1. Higher level work is defined as an assignment to a ranked higher level position, whether or not such position has been authorized at the installation.
2. An employee, except a rural carrier, who is detailed to higher level work shall be paid at the higher level for time actually spent on such job. An employee's higher level rate shall be determined as if he were promoted to the position. An employee temporarily assigned or detailed to a lower level position shall be paid at his own rate.
3. A rural carrier who is detailed to a ranked position, under a different salary schedule, will first be converted to level PS-5 in his rural carrier step. He will then be paid for higher level work at the same rate as a PS-5 employee as provided above. A rural carrier who normally serves a route six days a week or six days every other week who is detailed to a position under a different salary schedule for five 8-hour days in a service week will be paid for his full work week without carrying his route on Saturday.
4. Any employee detailed to higher level work shall be given a written management order, stating beginning and approximate termination, and directing the employee to perform the duties of the higher level position. Such written order shall be accepted as authorization for the higher level pay. The failure of management to give a written order is not grounds for denial of higher level pay if the employee was otherwise directed to perform the duties.
5. Detailing of employees to higher level bargaining unit work in each craft shall be from those eligible, qualified and available employees in each craft in the immediate work area in which the temporarily vacant higher level position exists. **However, for details of an anticipated duration of one week (five working days within seven calendar days) or longer to those higher level craft positions enumerated in the craft Articles of this Agreement as being permanently filled on the basis of promotion of the senior qualified employee, the senior, qualified, eligible, available employee in the immediate work area in which the temporarily vacant higher level position exists shall be selected.**
6. Leave pay for employees detailed to a higher level position will be administered in accordance with the following:

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

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

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

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

ARTICLE XXVI UNIFORMS AND WORK CLOTHES

Section 1. The parties agree that the National Joint Labor-Management Uniform Control Committee shall be continued. The Committee shall be composed of a representative of each Union signatory to the Agreement which represents employees entitled to uniforms or work clothing and an equal number of representatives of the Employer. The Chairmanship of the Committee shall alternate each meeting between the Union members and the Postal Service members.

The Committee shall meet at least once each three months and at such other times as may be necessary or as requested by either of the parties.

The Committee shall have jurisdiction to consider the matters set out below and all non-cost matters pertaining to the Uniform Allowance Program, including but not limited to, the uniform items or work clothes items for which allowances are applicable; the design, color, quality and fabrics of authorized reimbursable items.

All employees who are required to wear uniforms or work clothes shall be furnished uniforms or work clothes or shall be reimbursed for purchases of authorized items **from duly licensed vendors.**

The current administration of the Uniform and Work Clothes Program shall be continued unless otherwise changed by this Agreement or by the Employer based on recommendations of the Committee.

"Wear-out" periods for uniform items being changed or replaced shall be determined by the Committee and appropriate recommendations made after giving full consideration to the type of changes being made, the economic effect upon the employees involved for replacement, and the overall appearance of the uniform.

The Committee shall establish its own rules of procedure. Recommendations of the Committee shall be addressed to the Postmaster General or his designee.

Section 2. The annual allowance for eligible employees in the reimbursable uniform program shall be as follows:

A. Annual allowance for all eligible employees shall be increased from present **\$140.00** per annum to **\$154.00** per annum; and from present **\$60.00** per annum to **\$66.00** per annum. **The increase shall become effective on the employee's anniversary date.**

B. A newly eligible employee entering the reimbursable uniform program will receive an additional credit to his allowance, as follows:

—\$35.00 if he is entitled to **\$154.00** per annum.

—\$7.00 if he is entitled to **\$66.00** per annum.

An eligible employee cannot receive this additional credit more than once; **however, the current procedures regarding employees transferring from one allowance category to another shall be continued.**

Section 3. Employees who are currently furnished uniforms pursuant to the contract program shall continue to be so entitled. Such uniforms shall be issued in a timely manner.

Section 4. The Employer will authorize optional coveralls in lieu of other items for certain presently uniformed employees who perform toxic or dirty work. The Uniform Control Committee will determine the specific categories of employees entitled to this option, pursuant to this Section; for example, letter box mechanics, area maintenance mechanics, vehicle maintenance employees, and employees in the contract program.

Section 5. The current Work Clothes Program will be continued for those full-time mail handler, maintenance, motor vehicle, and clerical employees who have been determined to be eligible for such clothing based on the nature of work performed on a full-time basis in pouching and dispatching units, parcel post sorting units, bulk mail sacking operations, and ordinary paper sacking units. The Employer will alter the method of currently furnishing work clothes under this program to provide eligible employees with an allowance of **\$30.00** per annum to obtain authorized work clothes on a reimbursable basis from licensed vendors.

ARTICLE XXVII EMPLOYEE CLAIMS

Subject to a \$10 minimum, an employee may file a claim and be reimbursed for loss or damage to his personal property except for motor vehicles and the contents thereof taking into consideration depreciation where the loss or damage was suffered in connection with or incident to his employment while on duty or while on postal premises. The possession of the property must have been reasonable, or proper

under the circumstances and the damage or loss must not have been caused in whole or in part by the negligent or wrongful act of the employee. Loss or damage will not be compensated when it resulted from normal wear and tear associated with day-to-day living and working conditions.

Claims should be documented, if possible, and submitted with recommendations by the Union steward to the Employer at the local level. The Employer will submit the claim, with his and the steward's recommendation, to the regional office for determination. An adverse determination may be appealed to Step 4 of the grievance-arbitration procedure.

ARTICLE XXVIII EMPLOYER CLAIMS

The parties agree that continued public confidence in the Postal Service requires the proper care and handling of the U.S.P.S. property, postal funds, and the mails. In advance of any money demand upon an employee for any reason, he must be informed in writing and the demand must include the reasons therefor.

Section 1. Shortages in Fixed Credits. Employees who are assigned fixed credits or vending credits shall be strictly accountable for the amount of the credit. If any shortage occurs, the employee shall be financially liable unless he exercised reasonable care in the performance of his duties.

In this regard, the Employer agrees to:

A. Continue to provide adequate security for all employees responsible for postal funds;

B. Prohibit an employee from using the fixed credit or other financial accountability of any other employee without permission;

C. Grant the opportunity to an employee to be present whenever his fixed credit is being audited and if he is not available to have a witness of his choice present;

D. Absolve an employee of any liability for loss from cashing checks if he follows established procedures; and

E. Audit each employee's fixed credit no less frequently than once every four months.

Section 2. Loss or Damage of the Mails. An employee is responsible for the protection of the mails entrusted to him. Such employee shall not be financially liable for any loss, rifling, damage, wrong delivery of or depredation on, the mails or failure to collect or remit C.O.D. funds unless the employee failed to exercise reasonable care.

Section 3. Damage to U.S.P.S. Property and Vehicles. An employee shall be financially liable for any loss or damage to property of the Employer including leased property and vehicles only when the loss

or damage was the result of the willful or deliberate misconduct of such employee.

ARTICLE XXIX

LIMITATION ON REVOCATION OF SF-46

An employee's SF-46, Operator's Identification Card, may be revoked or suspended when his on-duty record shows that he is an unsafe driver.

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

When a revocation, suspension, or reissuance of an employee's SF-46 is under consideration, only his on-duty record will be considered in making a final determination. An employee's SF-46 will be automatically revoked or suspended concurrently with any revocation or suspension of his State driver's license and restored upon reinstatement. Every reasonable effort will be made to reassign such employee to non-driving duties in his craft or in other crafts. In the event such revocation or suspension of the State driver's license is with the condition that the employee may operate a vehicle for employment purposes, the SF-46 will not be automatically revoked. When revocation, suspension, or reissuance of an employee's SF-46 is under consideration based on his on-duty record, such conditional revocation or suspension of the State driver's license may be considered in making a final determination.

Initial issuance—an employee shall be issued an SF-46 when he has a valid State driver's license, passes the driving test of the U. S. Postal Service, and has a satisfactory driving history.

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

In the event a rural carrier or a substitute rural carrier in a leave earning capacity loses his SF-46 and cannot be employed in the installation, a licensed driver meeting the Employer's driving standards may be provided by the rural carrier or a substitute rural carrier in a leave earning capacity at his option and at his expense for a period not to exceed one (1) year.

ARTICLE XXX

LOCAL IMPLEMENTATION

A. Presently effective local memoranda of understanding not inconsistent or in conflict with the 1975 National Agreement shall remain in effect during the term of this Agreement unless changed by mutual agreement pursuant to the local implementation procedure set forth below.

B. There shall be a 30-day period of local implementation to commence **October 1, 1975**, on the 22 specific items enumerated below,

provided that no local memorandum of understanding may be inconsistent with or vary the terms of the 1975 National Agreement:

1. Additional or longer wash-up periods.
2. The establishment of a regular work week of five days with either fixed or rotating days off.
3. Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.
4. Formulation of local leave program.
5. The duration of the choice vacation period.
6. The determination of the beginning day of an employee's vacation period.
7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.
8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.
10. The issuance of official notices to each employee of the vacation schedule approved for him.
11. Determination of the date and means of notifying employees of the beginning of the new leave year.
12. The procedures for submission of applications for annual leave during other than the choice vacation period.
13. The method of selecting employees to work on a holiday.
14. Whether "Overtime Desired" lists in Article VIII shall be by section and/or tour.
15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.
16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.
17. The identification of assignments that are to be considered light duty within each craft represented in the office.
18. The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.
19. The assignment of employee parking spaces.
20. The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.
21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.

22. Local implementation of this Agreement relating to seniority, reassignments and posting.

C. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the national Union President. The request for arbitration must be submitted within 10 days of the end of the local implementation period. However, where there is no agreement and the matter is not referred to arbitration, the provisions of the former local memorandum of understanding shall apply, unless inconsistent with or in conflict with the 1975 National Agreement.

D. An alleged violation of the terms of a memorandum of understanding shall be subject to the grievance-arbitration procedure.

ARTICLE XXXI UNION-MANAGEMENT COOPERATION

Section 1. The Unions may, through employees employed by the Employer, solicit employees for membership in the Unions 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 2. The Employer will make available for inspection by the Unions 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.**

Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or his designee. All other requests for information should be directed by the national President of the Union to the Senior Assistant Postmaster General for Employee and Labor Relations.

The Employer shall, on an accounting period basis, provide each Union at its national headquarters 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 Unions a computer tape from the Data Center computer files containing the following information concerning employees in the bargaining unit: name, full address, and social security number; craft designation; **health benefits enrollment code number**; post office name, finance number, and class.

Nothing herein shall waive any rights the Union or Unions may have to obtain information under the National Labor Relations Act, as amended.

ARTICLE XXXII SUBCONTRACTING

Section 1. The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.

Section 2. The Employer will give advance notification to Unions at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet to consider the Unions' 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 Unions.

Section 3. A joint committee is established at the national level to study the problems in this area leading towards a meaningful evolutionary approach to the issue of subcontracting.

ARTICLE XXXIII PROMOTIONS

Section 1. General Principles. The Employer agrees to place particular emphasis upon career advancement opportunities. First opportunity for promotions will be given to qualified career employees. The Employer will assist employees to improve their own skills through training and self-help programs, and will continue to expand the Postal Employee Development Center concept.

Section 2. Craft Promotions. When an opportunity for promotion to a craft position exists in an installation, an announcement shall be posted on official bulletin boards soliciting applications from employees of the appropriate craft. Craft employees meeting the qualifications for the position shall be given first consideration. Qualifications shall include, but not be limited to, ability to perform the job, merit, experience, knowledge, and physical ability. Where there are qualified applicants, the best qualified applicant shall be selected; however, if there is no appreciable difference in the qualifications of the best of the qualified applicants and the Employer selects from among such applicants, seniority shall be the determining factor. Written examinations shall not be controlling in determining qualifications. If no craft employee is selected for the promotion, the Employer will solicit applications from all other qualified employees within the installation.

Promotions to positions enumerated in the craft Articles of this Agreement shall be made in accordance with such Articles by selection of the senior qualified employee bidding for the position.

Section 3. Examinations. When an examination is given, there shall be no unreasonable limitation on the number of examinations that may be taken by an applicant.

ARTICLE XXXIV WORK AND/OR TIME STANDARDS

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

The Employer agrees that any work measurement systems or time or work standards shall be fair, reasonable and equitable. The Employer agrees that the Union or Unions concerned through qualified representatives will be kept informed during the making of time or work studies which are to be used as a basis for changing current or instituting new work measurement systems or work or time standards. The Employer agrees that the national President of the Union may designate a qualified representative who may enter postal installations for purposes of observing the making of time or work studies which are to be used as the basis for changing current or instituting new work measurement systems or work or time standards.

The Employer agrees that before changing any current or instituting any new work measurement systems or work or time standards, it will notify the Union or Unions concerned as far in advance as practicable.

Within a reasonable time not to exceed 10 days after the receipt of such notice, representatives of the Union or Unions and the Employer shall meet for the purpose of resolving any differences that may arise concerning such proposed work measurement systems or work or time standards.

If no agreement is reached within five days after the meetings begin, the Employer may institute or change such systems or standards.

If after receipt of such notification it is necessary for a determination by the Union or Unions as to whether any of the matters dealt with in the notification are to be regarded by them as being in violation of paragraph 2 above, the Union or Unions shall, after reasonable notice to the Employer, be permitted through qualified representatives to make time or work studies. If such studies are not completed prior to the Employer's instituting the new or changed system or standards, the studies may, nevertheless, be completed. There shall be no disruption of operations or of the work of employees due to the making of such studies. Upon request, the Union representative shall be permitted to examine relevant available technical information necessary to complete the Union's study. The Employer is to be kept informed during the making of such studies.

If after initiating a change the Union or Unions concerned believe there is a violation of the above second paragraph, it is expressly understood that the matter is grievable.

ARTICLE XXXV ALCOHOL AND DRUG RECOVERY PROGRAMS

Section 1. The Employer and the Unions express strong support for programs of self-help. The parties will meet at the national level at least once every 6 months to discuss existing and new programs. This

program of labor-management cooperation shall look to the revitalization of the PAR Program, and continuation of expanding the coverage of the PAR Program at a rate no less than under the 1973 Agreement.

An employee's voluntary participation in such programs will be considered favorably in disciplinary action proceedings.

Section 2. In offices having PAR Programs the status and progress of the 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 the local regularly scheduled Joint Labor-Management Committee meetings as provided for in Article XVII, Section 5. Such discussion shall not breach the confidentiality of PAR participants.

Section 3. The Employer agrees to implement a pilot project regarding a self-help program to assist users of non-hard core drugs. Additionally, in postal installations having professional medical units, the Employer will insure that the professional staffs maintain a current listing of all local community federally-approved drug treatment agencies for referring employees with such problems.

ARTICLE XXXVI CREDIT UNIONS AND TRAVEL

Section 1. Credit Unions

In the event that Unions signatory to this Agreement or their local Unions (whether called branches or by other names) presently operate or shall hereafter establish and charter credit unions, the Employer shall, without charge, authorize and provide space, if available, for the operation of such credit unions in Federal buildings, in other than workroom space.

Any postal employee who is an employee of any such credit union or an officer, official, or Board member of any such credit union shall, if such employee can be spared, be granted annual leave or leave without pay, at the option of the employee, for up to eight (8) hours daily, to perform credit union duties.

Section 2. Travel, Subsistence and Transportation

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

ARTICLE XXXVII—CLERK CRAFT

Section 1. Seniority

Section 2. Posting

Section 3. Special Provisions—Letter Sorting Machines

Section 4. Anti-Fatigue Measures

Section 5. Scheme Committee

Section 6. Inspection of Lockers

Section 7. Listing of Key and Standard Positions

Section 8. Policy on Telephones

Section 1. Seniority

A. Introduction

1. The U.S. Postal Service and the APWU, Clerk Craft Division, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices.
2. This Article will continue relative seniority standings properly established under past instructions, rules, and practices and the Article shall be so applied. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

B. Coverage

These rules apply to all employees in the regular work force when a guide is necessary for filling vacant assignments and for other purposes. No employee, solely by reason of this Article, shall be displaced from an assignment he gained in accord with former rules.

C. Responsibility

The installation head is responsible for day-to-day administration of seniority. The installation head shall post and furnish a copy of an updated seniority list to the Union on a quarterly basis. The application of this Article shall be open to negotiation at the installation level with the designated agent of the Union.

D. Definitions

1. Craft group. A craft group is composed of those positions for which the Union has secured exclusive recognition at the national level.
2. Seniority for full-time regular employees for preferred assignments and for other purposes for application of the terms of the National Agreement:
 - a. This seniority determines the relative standing among full-time regular employees. It is computed from the date of career appointment in the clerk craft and level and continues to accrue so long as service is uninterrupted in the same craft and level in the same installation, except as otherwise specifically provided.
 - b. When a postal employee enters the clerk craft in an installation where the entry level for the clerk craft is higher than the employee's level, he begins a new period of seniority, except as otherwise specifically provided in the Agreement.

- c. Seniority shall include employment in PS-5 and PS-6 assignments listed in paragraph 3c below.

3. An employee may not bid on an assignment involving a change in level except for the following positions which are to be filled by the senior qualified bidder meeting the qualification standards established for that position from the appropriate craft(s) as herein indicated. Also, employees in assignments listed in c below, may bid on PS-5 positions within their craft.

- a. An employee obtaining one of the positions listed below may bid on another position in his craft and within the list.
- b. An employee **excess** from a level 6 assignment not listed in c below, or from a higher level assignment, must bid and compete on a senior qualified basis to be assigned in one of the listed level 6 assignments. Paragraph F4c gives him bidding seniority, **after** return to the craft from which promoted, credit for his continuous career service in the same installation in PS-5 and higher levels. This rule also applies to an excess employee who bids for return to level 5 in the craft from which promoted.

c.

Position Number	Title	Craft or Crafts
KP 17	Claims Clerk-Paying Office	Clerk
SP 1-54	Highway Transportation Clerk	Clerk
SP 2-3	Information Clerk	Clerk
SP 2-4	Scheme Examiner	Clerk
SP 2-41	Special Distribution Clerk	Clerk
SP 2-156	Stamp Supply Clerk	Clerk
SP 2-157	Special Postal Clerk	Clerk
SP 2-158	Schedule Clerk-Foreign Mails	Clerk
SP 2-181	General Office Clerk— Foreign Mails	Clerk
SP 2-188	Examination Specialist	Clerk Clerk, Carrier, Special Del'y Messenger, Group Leader-Mail Handler
SP 2-195	Vehicle Operations-Maintenance Assistant	Clerk, Carrier or Special Del'y Messenger
SP 2-217	Transfer Clerk, AMF	Clerk
SP 2-218	Receiving Clerk—Foreign Air Mail	Clerk
SP 2-229	Trip Accounts Clerk	Clerk
SP 2-346	Procurement, Property and Supply Assistant	Clerk

Position Number	Title	Craft or Crafts
SP 2-362	Parcel Post Distributor (Machine)	Clerk
SP 2-633	Distribution Clerk—Machine, MPLSM	Clerk
SP 2-634	Distribution Clerk—Machine, SPLSM	Clerk
SP 2-370	Transit Mail Expediter	Clerk
SP 2-382	Distribution and Dispatch Expediter	Clerk
SP 2-383	Rack Distribution and Dispatch Expediter	Clerk
SP 2-384	Distribution Review Clerk	Clerk
SP 2-385	Ramp Clerk, AMF	Clerk
SP 2-387	Bulk Mail Technician	Clerk
SP 2-388	Window Services Technician	Clerk
SP 2-433	Self-Service Postal Unit Technician	Clerk
SP 2-495	Records Clerk, International Air Mail	Clerk
SP 2-502	Sack Sorting Machine Operator	Clerk

4. Duty Assignment

A duty assignment is a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.

5. Preferred Duty Assignment

Any assignment preferred by a full-time regular employee.

6. Bid

A written request submitted to the installation head to be assigned to a duty assignment by a full-time regular employee eligible to bid on a vacancy or newly established duty assignment.

7. Application

A written request by a full-time regular employee for consideration for an assignment for which he is not entitled to submit a bid.

8. Change Between Part-Time Flexible Craft Rosters

Change by Employee Request. When a part-time flexible employee transfers from one craft to another, he shall be assigned to the **bottom** of that part-time flexible roll and begin a new period of seniority effective the date of reassignment.

9. Relative Standing on the Part-Time Flexible Roll

- Part-time flexible employees are placed on the part-time flexible roll of their respective crafts in the order of the

date of career appointment as a full-time regular or part-time flexible from a competitive **Postal** Service eligible register or other means. In cases of appointment of more than one eligible on the same day from the same competitive register, their positions on the part-time flexible roster will be in accord with their standing on the **Postal** Service eligible register. **If a tie still exists total Federal creditable service as shown in the service computation date will determine their standing on the part-time flexible roster.**

- Part-time flexible employees shall be changed to full-time regular positions of the same designation, and PS salary level in the order of their standing on the part-time flexible roll except as provided for mobile station part-time flexible employees, or as provided for in **Section 3 of this Article**.

10. Excess Career Employees

Excess career employees from non-mail processing and non-mail delivery installations, Regional offices, the Postal Service Headquarters or from other Federal departments or agencies begin a new period of seniority effective the date of reassignment.

11. Special Rules

- This Section applies to all clerks, PS salary level 5 or 6 who have changed or hereafter are changed between post office and road clerk assignments.
- Seniority for preferred assignments which has been established under the July 1, 1964, Agreement continues except as herein provided.
- The seniority for preferred assignments of an excess clerk reassigned between post office and road clerk assignments on or after July 23, 1960, includes both his post office and road clerk seniority as established July 23, 1960, for road clerks.
- A part-time flexible or full-time regular clerk's voluntary change at the mobile station between post office and road clerk assignments, on or after July 23, 1960, is at the **bottom** of the part-time flexible roll. Upon his change to full-time regular from the top of the part-time flexible roll, his seniority for preferred assignments includes his post office and road clerk seniority as established in c above. Refer to Section G as to other voluntary changes.
- The rules in this Section apply to clerks in transfer offices on the date this Section became effective—March 17, 1966. Thereafter, clerks in transfer offices are subject to the rules generally applicable in the clerk craft.
- Change by Employee's Request
 - When a mobile part-time flexible employee voluntarily requests reassignment to a stationary installation, other

than the stationary installation of the mobile station, he shall be placed at the **bottom** of the part-time flexible roll and start a new period of seniority.

- (2) A full-time regular or part-time flexible employee's voluntary change from a level 6 mobile part-time flexible to a level 5 part-time flexible at the stationary installation of the mobile station is at the **bottom** of the part-time roll. Upon change to full-time regular from the top of the part-time flexible roll, seniority for preferred assignments shall include the seniority acquired in level 6 before such voluntary change, augmented by his part-time flexible service in level 5.

E. Special Benefits to Certain Veteran Employees

1. The seniority principles established by law, and contained in Article XII of the 1973 National Agreement continue in effect, where applicable, to those veterans who were within reach on an eligible register between May 1, 1940 and October 23, 1943.
2. Employees whose names are within reach on an eligible register and who lost opportunity for career appointment because of service in the military service after June 30, 1950, who subsequently received career appointment, based on restored eligibility, and were granted the benefits of Public Law 121 are entitled to seniority from the date the lower eligible on the same list of eligibles received a career appointment.

F. Changes in Which Seniority is Retained, Regained or Restored

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 in his resignation and furnished satisfactory evidence for inclusion in his personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same postal installation and craft and in the same or lower PS salary level, from which originally separated; 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 Bureau of Retirement Insurance and Occupational Health, Civil Service Commission, and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner. When reinstatement is to the part-time flexible roll, standing on the roll shall be the same as if employment had not been interrupted by the separation.
2. Restoration. On restoration in the same craft in the same installation after return from military service, transfer under letter of authority or unjust removal, employee shall regain the same seniority rights he would have if not separated.

3. Reassignment and Return in 90 Days. A regular work force employee, voluntarily reassigned from one craft to another at the same installation with or without change in PS salary level, and voluntarily reassigned within 90 days to his former craft retains seniority previously acquired in the craft augmented by the intervening employment.
4. Except as provided in 5 below, return from any position for which selection was based on best qualified:
 - a. When a full-time regular employee, either voluntarily or for disciplinary reasons, returns to the same installation and to last craft he left, he shall have his seniority established after reassignment as the seniority he had when he left that craft without seniority credit for service outside that craft.
 - b. The above rule applies to full-time regular employees returning from any position in the same craft to which selection was made on the basis of best qualified.
 - c. Upon involuntary reassignment of a full-time regular employee from a position for which selection was based on best qualified, except for disciplinary reasons, if he returns to the same installation and to the last craft he left, he shall have his seniority established after reassignment as his former seniority plus seniority for service in the positions outside the craft.
 - d. The same rule applies to full-time regular employees returning from any position in the same craft to which selection was made on the basis of best qualified.
 - e. Full-time regular employees reassigned as provided in a, b, c, and d above may bid on any existing vacancies, but shall not bump.
 - f. When the change is to a craft other than the one he left (whether the change is voluntary, for disciplinary reasons, or arbitrary), the employee shall have seniority for bidding for duty assignments that of one day less than the junior regular full-time employee in the craft to which assigned or his own, whichever is the lesser.
5. An employee who leaves the bargaining unit on or after the effective date of this Agreement and returns to the unit he left:
 - a. Will begin a new period of seniority if he returns from a position outside the Postal Service.
 - b. Will begin a new period of seniority if he returns from a position within the Postal Service, unless he returns within 2 years from the date he left the unit.

G. Changes in Which Seniority is Lost

Except as specifically provided elsewhere in this Agreement, a full-time regular employee begins a new period of seniority:

1. When the change is at his own request:
 - a. From one postal installation to another.
 - b. From one craft to another.

2. Upon reinstatement or reemployment.
3. Upon transfer into the Postal Service.
4. Upon a mutual exchange between two employees.

H. Filling Positions Reevaluated As One of the Positions Reserved for Bidding by PS-5's and PS-6's

1. When an occupied level 5 position is upgraded on the basis of the present duties:
 - a. The incumbent will remain in the upgraded job provided he has been in that job for more than one year.
 - b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job for more than one year.
2. When an occupied level 5 position is upgraded on the basis of duties which are added to the position:
 - a. The incumbent will remain in the upgraded job provided he has been in that job for more than one year. The year of required incumbency in the job begins when the duty or duties were added which permitted the job to be reranked.
 - b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job more than one year since the date when the duty or duties were added which later permitted the job to be reranked.

I. Conversions

A reinstated or transferred employee shall be placed on the part-time flexible roll ahead of one appointed from the register on the same day. When two or more employees are converted under the regulation, effective the same date, their seniority on the part-time flexible rolls will be determined by the date their names came within reach on the register. If their names were reached on the same date, standing on the part-time flexible roll shall be determined by order of standing on the register. First preference for filling vacancies shall be given to qualified regular work force employees.

J. Applicable Only to RPO and HPO Clerk Assignments

1. Definitions
 - a. All regular and flexible clerks assigned to all RPO's and HPO's at the same headout shall compose the mobile station at that particular stationary installation regardless of whether any or all of the RPO's or HPO's are administered by the head of that particular installation.
 - b. Level 6 and lower level clerks who are assigned by the installation head to assist those responsible for mobile station management are clerks in the stationary installation.
2. Changes Within a Mobile Station

When vacancies in established regular duty assignments are filled, it shall be in the following order:

- a. By assigning the senior qualified bidder among all full-time regular clerks permanently assigned in the RPO or HPO having the vacancy regardless of the headout of the bidder.
- b. The resulting vacancy shall be filled by posting for bids by full-time regular clerks in that mobile station. The senior qualified bidder shall be assigned.
- c. If such vacancy is not filled under **a** or **b** above, it shall be filled by returning any applicant with retreat rights under Article XII [Appendix A, Section II, C6c(4)].
- d. If such vacancy is not filled under **a**, **b**, or **c** above, it shall be filled by reassigning the senior full-time regular clerk applicant who is excess from any mobile station or post office.
- e. If such vacancy is not filled under **a**, **b**, **c**, or **d** above, the senior of the flexible clerks in the mobile station who desires may be converted to a full-time regular employee. If no flexible in the mobile station desires the vacancy, it shall be filled by converting to full-time regular the senior of the flexible clerks assigned to the RPO or HPO having the vacancy.
- f. If the vacancy is not filled under **a**, **b**, **c**, **d**, or **e** above, it shall be filled by posting in the installation to which the mobile station is attached as provided for in this Agreement.

3. Part-time Flexible Clerks for Mobile Stations

- a. For part-time flexible employment, select the senior qualified clerical applicant from the installation to which the mobile station is attached.
- b. Each part-time flexible clerk should be assigned to one RPO or HPO. Assignments should be made to satisfy normal service requirements without necessitating or approving excessive deadheading to and from tours of duty. No part-time flexible should be assigned to an RPO, HPO, or mobile station where there would not be substantially full-time work for him.
- c. Part-time flexible clerks in RPO and HPO assignments may be interchanged by detail and may be used in level 5 assignments occasionally where necessary to provide a reasonable amount of work if such employees are available and needed to supplement the level 5 part-time flexible clerks.
- d. In emergencies and where part-time flexibles assigned to RPO's and HPO's are not available, other employees may be detailed to road assignments. Mobile station heads shall co-operate with installation heads in charge of RPO's and HPO's by arranging for the detail of qualified employees.

4. Reorganization—Opening All Assignments for Bid

The installation head may authorize a general reorganization in which all assignments in an RPO or HPO will be open for bids by full-time regular clerks assigned therein (1) when there is a

major service change which justifies general bidding, or (2) when mutually agreed by the installation head and the Union(s) but there shall be no more than one mutually agreed upon reorganization in the twelve-month period, or sooner than six months after a general reorganization by reasons of a major service change. A bid for a change to a headout other than his residence or the headout nearest his residence is not acceptable if assigning the bidder would impose hardship on a junior clerk by requiring him to deadhead to another headout.

Section 2. Posting

A. Newly established and vacant clerk craft duty assignments shall be posted as follows:

1. All newly established craft duty assignments shall be posted for full-time regular craft employees eligible to bid within 10 days. All vacant duty assignments, except **those positions excluded by the provisions of Article I, Section 2**, shall be posted within 30 days unless such vacant duty assignments are reverted **or where such vacancy is being withheld pursuant to Appendix A, Section I, B2 or Section II, B2 (Reassignments)**.
2. **When a vacant position is under consideration for reversion, the decision to revert or not to revert the position shall be made not later than 30 days after it becomes vacant. If the vacant assignment is reverted, a notice shall be posted advising of the action taken and the reasons therefor. When vacancies are withheld under the provisions of Appendix A, the local Union president will be notified in writing.**
3. When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, the affected assignment(s) shall be reposted.
4. The determination of what constitutes a sufficient change of duties, principal assignment area or scheme knowledge requirements, to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.
5. No assignment will be posted because of change in starting time unless the change exceeds an hour. Whether to post or not is negotiable at the local level, if it exceeds one hour. If during the life of this Agreement, there are cumulative changes in the starting time which exceed one hour, unless otherwise negotiated locally, the assignment must be reposted.
6. An unassigned full-time regular employee may bid on duty assignments posted for bids by employees in the craft. If he does not bid, he may be assigned in any vacant duty assignment for which there was no senior bidder in the craft and installation. His preference is to be considered if more than one such assignment is available.

B. Place of Posting

1. The notice inviting bids for a craft assignment shall be posted on all official bulletin boards at the installation where the vac-

ancy exists, where clerks work so as to assure that it comes to the attention of all employees eligible to submit bids. Copies of the notice shall be given to the Union. When an absent employee has so requested in writing, stating his mailing address, a copy of any notice inviting bids from his craft shall be mailed to him by the installation head.

2. Posting and bidding for preferred duty assignments shall be installation-wide, without exception.

C. Length of Posting

The notices shall remain posted for 10 days, unless a different length for the posting period is established by local negotiations.

D. Information on Notices

Information shall be shown below and shall be specifically stated:

1. The duty assignment by position, title and number (e.g., key, standard or individual position).
2. PS salary level.
3. Scheme knowledge (**essential and non-essential**) and special requirements involving training, where applicable.
4. Hours of duty (beginning and ending).
5. The principal assignment area (e.g., **parcel post, incoming or outgoing in the main office, or specified station, branch, or other location(s) where the greater portion of the assignment will be located**).
6. Qualification standards, including occupational code number when such standards and numbers are available.
7. Physical requirement unusual to the specific assignment.
8. Invitation to employees to submit bids.
9. The fixed or rotating schedule of days of work, as appropriate.
10. All bids to be submitted on a standard bid form. In the absence of a standard bid form, a bid submitted in writing shall be acceptable.
11. In instances where more than one duty assignment is posted, clerks may indicate preferences on the bid form. An employee who has submitted a bid shall have the right to withdraw, in writing, **anytime but not later than the closing time (hour and date) of the posting**. Such withdrawal to be effective should be backstamped.

E. Successful Bidder

1. Within 10 days after the closing date for the posting (excluding December), the installation head shall post a notice stating the successful bidder and his seniority date. The senior qualified bidder meeting the qualification standards established for the position shall be designated the "successful bidder".

2. The successful bidder must be placed in the new assignment within 21 days except in the month of December. The local agreement may set a shorter period.
3. When the duty assignment requires scheme knowledge, if the senior bidder is qualified on the essential scheme requirements of the position, assign him in compliance with 2 above. If the senior bidder is not qualified on the essential scheme requirements when posting period is closed, permanent filling of the preferred assignment shall be deferred until he is qualified on the essential scheme requirements, but not in excess of 90 days. The deferment period shall begin the date the notice is posted stating the successful bidder. Immediately after the end of the deferment period, the senior bidder then qualified shall be permanently assigned. During the deferment period, the assignment normally should be filled by the detail of a qualified employee.
4. a. When the duty assignment requires machine qualifications, if the senior bidder is qualified on machine qualifications (aptitude) assign him in compliance with 2 above. If the senior bidder is not qualified on machine qualifications (aptitude) when posting period is closed, permanent filling of the preferred assignments shall be deferred until the senior bidder is qualified on the machine qualifications (aptitude). The hours of training established for machine qualifications shall constitute the deferment period, which shall begin on the first day of training. A notice shall be posted stating the successful bidder. Immediately after the end of the deferment period, the senior bidder then qualified shall be permanently assigned. **Machine qualifications (aptitude) training and the deferment period for essential scheme requirements will not be concurrent.** During the deferment period, the assignment normally should be filled by the detail of a qualified employee. Where scheme knowledge is required 3 above is applicable.
- b. **Employees who have undergone training for letter sorting machines and who subsequently bid back into the letter sorting machines program will be given the full amount of training if needed.**
- c. A pool of qualified machine operators may be maintained for replacements and relief assignments. The senior bidder meeting the criteria for training shall be given first consideration for training.
5. Normally, the successful bidder shall work the duty assignment as posted.
6. **Training—Window Clerk (KP 13), Distribution and Window Clerk (SP 2-1), and Distribution, Window and Mark-Up Clerk (SP 2-629)**

Employees who are designated as successful bidders for the above positions shall be provided with training, as needed, in assigned window service functions, including food stamps where applicable.

Section 3. Special Provisions—Letter Sorting Machines

A. This Section applies only to multi-position and single position letter sorting machines. (For purposes of this Section, the term "letter sorting machine position" refers to Distribution Clerk-Machine SP 2-633 (MPLSM) and SP 2-634 (SPLSM), Level PS-6 positions).

B. Designation

Effective with the signing of the National Agreement, in offices with a letter sorting machine program (present or future) the Employer will indicate on the part-time flexible roster those employees who are machine qualified (aptitude) on letter sorting machines.

C. Conversion

Part-time flexible employees shall be converted to full-time regulars in the order of their standing on the part-time flexible rolls in the following manner:

1. **If the opportunity for conversion is to a clerk craft position other than a letter sorting machine position, the senior part-time flexible shall be converted.**
2. **If the opportunity for conversion is to a letter sorting machine position, the senior qualified part-time flexible shall be converted.**

D. Part-time flexible employees on the rolls on the effective date of this Agreement will have a maximum of 90 calendar days to request letter sorting machine training on the clock. A part-time flexible employee may voluntarily request training on the letter sorting machine after the 90-day period (off-the-clock). Employees who successfully complete training will be designated as letter sorting machine qualified.

E. Seniority

1. **Employees presently assigned as full-time letter sorting machine operators will continue their present seniority. These employees will be allowed to bid into other clerk craft duty assignments after completion of the 90-day lock-in period outlined in the 1973 Agreement without loss of seniority.**
2. **Full-time clerks on the rolls on the effective date of this Agreement who are successful bidders on letter sorting machine assignments will be restricted from further bidding for one year after completion of training and qualifying unless they exercise bids:**
 - a. **to another letter sorting machine operator assignment with different days or hours of duty;**

- b. to a job in a higher level;
 - c. due to elimination of his/her duty assignment;
 - d. to be assigned to a station closer to his/her place of residence; or,
 - e. because of substantiated medical or health reasons, whereby continuation in the assignment would be harmful to the employee.
3. Part-time flexible employees on the rolls prior to the effective date of this Agreement who are subsequently converted to a full-time regular and placed in a letter sorting machine position will be restricted from bidding for one year unless they exercise bids as provided in E2 above.
 4. Employees appointed in the clerk craft on or after the effective date of this Agreement and who are subsequently converted to full-time regular and placed in a letter sorting machine position may not voluntarily bid out of that assignment for the duration of this Agreement unless they exercise bids:
 - a. to another letter sorting machine operator assignment with different days or hours of duty;
 - b. to a job in a higher level;
 - c. due to elimination of his/her duty assignment;
 - d. to be assigned to a station closer to his/her place of residence in a letter sorting machine position; or
 - e. because of substantiated medical or health reasons, whereby continuation in the assignment would be harmful to the employee.
 5. Letter sorting machine operators may apply for clerk craft positions filled on basis of best qualified.

F. Rotation

The application of the rotation system for letter sorting machine operators as outlined in Handbook M-54 is a proper subject for the Labor-Management Committee meetings. Discussions with local Union officials shall take place with opportunity for input prior to changes in the rotation system.

G. EDIT

1. An EDIT operator test will not be entered into the Individual Performance Record and become an official record unless the following conditions are met:
 - a. The operator was checked by the operations table of random numbers, and the supervisor is able to reconstruct the random selection of the operator from the random number table if requested by the operator.
 - b. The supervisor is able to relate the machine printed record to the operator and identity, where possible, the error causes.

- c. The operator is allowed to inspect the record including the sampled letters.

2. Special test runs of an individual operator may be made; however, they will be used only for analysis of that operator's keying problems so that corrective training can be effectively undertaken.

Section 4. Anti-Fatigue Measures

A. The subject of fatigue as it relates to the safety and health of an employee is a proper subject for the consideration of the Joint Labor-Management Safety Committee as provided in Article XIV of the National Agreement. The Employer will continue to furnish adjustable platform stools for periods of sustained distribution as heretofore.

B. The feasibility of a study of seating devices, including seats with back supports, is for the purpose of improving upon and eventually replacing the equipment termed "adjustable platform stools" heretofore supplied as "sit-stand" devices is a proper subject for determination by the National Labor-Management Committee.

Section 5. Scheme Committee

A. The Employer agrees to having as part of the National Labor-Management Committee, a joint labor-management sub-committee on schemes for the consideration of appropriate matters relating to schemes.

B. Subject to any criteria established in the future by the National Labor-Management Committee, local level scheme committees will continue operation as presently constituted.

Section 6. Inspection of Lockers

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

Section 7. Listing of Key & Standard Positions

The Employer will continue to furnish to the Union at the national level copies of key and standard positions including qualification standards in the clerk craft.

Section 8. Policy on Telephones

The parties recognize that telephones are for official USPS business. However, the Employer at the local level shall establish a policy for the use of telephones by designated Union representatives for legitimate business related to the administration of the National Agreement, subject to sound business judgment and practices.

**ARTICLE XXXVIII
MAINTENANCE CRAFT**

Section 1. Seniority

Section 2. Posting

Section 3. Special Provisions

Section 1. Seniority

A. Introduction

The United States Postal Service and the Maintenance Craft Division, APWU, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices. This Article will continue relative seniority standings properly established under past instructions, rules, regulations, and provisions of this Article shall be so applied.

B. Coverage

This Seniority Section applies to all regular work force maintenance craft employees when it is necessary for filling vacant assignments and for other purposes. No employee, solely by reason of this Article shall be displaced from an assignment he gained in accordance with former rules.

C. Responsibility

The installation head is responsible for day-to-day administration of seniority. The application of this Article shall be open to negotiation at the installation level with the designated agent of the Union.

D. Seniority Lists

A current seniority list shall be posted in each installation. For each employee, it shall show:

1. Service seniority.
2. Seniority for preferred assignments.

E. Definitions

1. Maintenance Craft. All employees in maintenance craft positions for which the Union has secured recognition at the national level.
2. Installation. A main post office, airport mail facility terminal or any similar organizational unit under the direction of one postal official, together with all stations, branches, and other subordinate units.
3. Duty Assignment. A set of duties and responsibilities within a recognized position regularly scheduled during specific hours of duty.
4. Preferred **Duty** Assignment. An assignment preferred over his present assignment by an employee eligible to bid for such as-

signment when it is posted for bid. **This bidding is done among qualified employees in the same level and occupational group.**

5. Service Seniority. That seniority based on total service in the maintenance craft regardless of position designation beginning with:
 - a. Career appointment.
 - b. Employees who were on the rolls before May 1, 1958, who had temporary or indefinite appointments which continued to career appointment, retain seniority credit for combined temporary, indefinite and career employment which was continuous in the same position designation and installation.
 - c. The seniority of employees **who** transferred from the former Post Office Department to the General Services Administration July 1, 1950, under Reorganization Plan 18, and later returned to the maintenance craft of the U.S. Postal Service is established by **including** their employment for the General Services Administration.
6. Seniority for Preferred Assignments. This seniority determines relative standing among regular work force employees eligible to bid for preferred assignments. It is computed from entry into a regular work force position in a particular position designation and level. It continues to accrue so long as service in the same position designation, level and installation is uninterrupted.
7. Occupational Group. In the maintenance craft, occupational group shall be determined by position designation and level.
8. **The following positions in the maintenance craft shall be filled on the basis of seniority (senior qualified) in accordance with the procedures established in Section II, Article XXXVIII.**
 - a. Custodian PS-2 (KP 1)—from any lower level
 - b. Custodial Laborer PS-3(SP 6-13)—from any lower level
 - c. Laborer Materials Handling PS-3(SP 1-11)—from any lower level
 - d. General Mechanic PS-5(SP 6-2)—from Mechanic Helper PS-4(SP 6-1)

F. Loss of Seniority

1. Employees who change from one craft or occupational group and/or level to another, shall begin a new period of seniority for preferred assignment.
2. Change from one postal installation to another; **except as specified under G below, will require the start of a new period of seniority for preferred assignment.**
3. **Upon separation or resignation, employees lose all seniority for preferred assignments.**

G. Restoration of Service Seniority and Seniority for Preferred Assignments

Except as provided in Article XII, Section 2B, seniority is restored as if service had been continuous upon:

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 this reason in his resignation and furnished satisfactory evidence for inclusion in his personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same installation and in the same salary level from which originally separated; provided application for reinstatement or reemployment is made within six 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 Bureau of Retirement Insurance and Occupational Health, Civil Service Commission, and in the case of resignation due to illness, by statement from the applicant's attending physician or practitioner.
2. Restoration in the same installation after military duty.
3. Restoration to his former position in the same installation after unwarranted or unjustified separation.
4. Voluntary return within the same installation to the same occupational group and level from which voluntarily changed within the preceding 90 days.
5. **Involuntary reassignment to another installation.**
6. Arbitrary change in the same installation to a lower PS level (except for disciplinary reasons) to the position designation and level from which promoted.

H. Reduction of Seniority for Preferred Assignments

1. When an employee is voluntarily or for disciplinary reasons changed to a lower salary level in the same installation and the salary level is the same occupational group and level from which promoted, his seniority is established as his former period of seniority without credit for employment in any other higher level or levels.
2. When the change is to a lower salary level in the same installation and the level is other than that from which promoted, whether the change is voluntary, or arbitrary, his seniority will be established as one day less than the junior regular work force employee in that level and occupational group, or the employee's own seniority, whichever is lesser.

I. Seniority Granted By Law

1. Employees whose names were within reach on an eligible register between May 1, 1940, and October 23, 1943, and who lost opportunity for career appointment by reason of military serv-

ice, who subsequently received career appointment based on restored eligibility, and were granted the benefits of Public Law 577, amended by Public Law 492, are entitled to seniority from the date of the lower eligible on the same list of eligibles received a career appointment.

2. Employees whose names were within reach on an eligible register and who lost opportunity for career appointment because of service in the military service after June 30, 1950, who subsequently received career appointment based on restored eligibility, and were granted the benefits of Public Law 121, are entitled to seniority from the date of the lower eligible on the same list of eligibles received a career appointment.
3. Employees who are restored to postal duty in compliance with law or regulation after military training or extended military duty lose no seniority.

J. Incumbency

1. When an occupied position is upgraded on the basis of duties which are added to the position:
 - (a) The incumbent will remain in the upgraded job provided he has been in that job for more than one year. The year of required incumbency in the job begins when the duty or duties were added which permitted the job to be reranked.
 - (b) The job will be awarded in accordance with the Agreement if the incumbent has not been in the job more than one year since the date when the duty or duties were added which later permitted the job to be reranked.

K. Excess Employees

Length of regular work force service in the maintenance craft in the same installation governs in identifying excess employees within a position designation.

Section 2. Posting

A. In the maintenance craft all vacant duty assignments shall be filled as follows:

1. When a vacant or newly established duty assignment is to be filled, the Employer shall post for a period of 7 calendar days, a notice of intent that the duty assignment will be filled using the appropriate registers, except for newly established positions as defined in Article I, Section 5. Such positions shall be posted as they are created and assigned to the craft unit.
2. All vacant or newly established craft duty assignments shall be filled from a preferred assignment eligibility register established on the basis of assignment selection forms submitted by maintenance craft employees.

3. All vacant duty assignments shall be posted by notice of intent within 30 days from when vacancy occurs. If a duty assignment has not been posted within 30 days, the installation head or his designee shall advise the Union in writing as to the reasons the duty assignment is being withheld.
4. If the vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reasons therefor.
5. When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, the affected assignment(s) shall be reposted, by notice of intent. However, if the incumbent in the position has more seniority for the preferred assignment than the senior employee on the preferred eligibility register for those off days, he may remain in the duty assignment, if he so desires.
6. The determination of what constitutes a sufficient change of duties or principal assignment areas, to cause the duty assignment to be reposted shall be a subject of negotiations at the local level.
7. Any unassigned employee who fails to submit a preferred assignment selection form, or who fails to be awarded a duty assignment of his choosing may be assigned to any vacant duty assignment.

B. Method of Selection

1. The Employer shall provide each employee with a preferred assignment selection form during the first pay period in January, and the employee shall return the completed form to the Employer not later than the end of the second pay period.
2. The employee shall indicate his or her preference for any vacancy that may occur during that year, including tours and days off.
3. Newly established or vacant duty assignments shall be filled by senior employees in the same salary level and occupational group as the vacancy where such employees are available.
4. When newly established positions as defined in Article I, Section 5, are created in an installation, the Employer shall post a notice on all official bulletin boards soliciting applicants. The notice shall be posted for ten (10) calendar days. Within thirty (30) days of the date of initial posting, the successful applicant shall be announced and placed in the position, except in the month of December.

C. Promotion

1. The Employer shall establish a promotion eligibility register to be used for the purpose of filling craft vacancies where promotions are involved. Employees shall be listed on this register in

order of qualifications, and all positions for promotion shall be awarded to the best qualified applicant, except those positions set forth in Section 1, E8 of this Article.

2. Lateral transfers, that is, transfers in the same level, but to a different occupational group shall be determined in the same manner as promotions.
3. When a part-time regular employee submits a preferred assignment form for a full-time regular position within his salary level and occupational group, he will be awarded the vacant duty assignment before promoting a full-time employee from a lower salary level and occupational group, or before any lateral transfer.
4. The Employer agrees to post on an appropriate bulletin board the registers of eligible employees.

D. Place of Posting

The notice inviting employees to submit preferred assignment eligibility forms during the first pay period in the month of January shall be posted on all official bulletin boards at the installation, including stations and branches, to assure that it comes to the attention of all employees eligible to submit forms.

E. Information on Notice of Intent

1. The duty assignment by position title and number (e.g., key, standard or individual position).
2. PS salary level.
3. Hours of duty (beginning and ending).
4. The principal assignment area (e.g., section and/or location of activity).
5. Qualification standards, including occupational code numbers when such standards and numbers are available.
6. The fixed schedule of days of work.
7. Physical or other special requirements unusual to the specific assignments.

F. Successful Applicant(s)

1. Within 8 days after the original notice of intent to fill a vacancy, the installation head shall post a notice stating the successful applicant and his seniority date.
2. The successful applicant shall be placed in the new assignment 14 days after the announcement of the successful applicant, except in the month of December.

Normally, the successful applicant shall work the duty assignment as posted.

Section 3. Special Provisions

A. Tools

The Employer will provide adequate tools, tool kits, and equipment on a charge-out basis to those employees who require such items for the performance of their assigned functions. Where the Employer determines that tools are obsolete, such tools will be recalled and removed from the employee's accountability. **Under no circumstances will the employee be required to use his personal tools and equipment.**

B. Maintenance Training

1. **The Employer agrees to continue the pilot Maintenance Training Program initiated under the 1973 National Agreement.**
2. **All training opportunities will first be offered to qualified volunteers. Where possible, reasonable advance written notices will be published soliciting volunteers. Only where there are no qualified volunteers will involuntary selections be made for training.**

C. Craft Positions

All craft positions listed in the P-1 Handbook assigned to the maintenance craft shall be under the jurisdiction of the Maintenance Craft Division of the American Postal Workers Union, AFL-CIO.

D. Inspection of Lockers

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

E. Policy on Telephones

The parties recognize that telephones are for official USPS business. However, the Employer at the local level shall establish a policy for the use of telephones by designated Union representatives for legitimate business related to the administration of the National Agreement, subject to sound business judgment and practices.

F. Overtime

An overtime desired list in the maintenance craft shall be established for each occupational specialization showing grade level, occupational group and special qualifications where necessary.

ARTICLE XXXIX MOTOR VEHICLE CRAFT

Section 1. Seniority

Section 2. Posting

Section 3. Special Provisions

Section 1. Seniority

A. Introduction

1. The U.S. Postal Service and the Motor Vehicle Craft Division, APWU, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices.
2. This Article continues relative seniority standings properly established under past instructions, rules, practices and agreements and this Article shall be so applied. Seniority standings so established shall not be changed except to correct an error. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

B. Seniority for Preferred Assignments

1. This determines relative standing among eligible full-time regular employees. It is computed from the assignment of a full-time regular or part-time flexible employee to a particular position designation in the motor vehicle craft and accrues while he continues in the same installation, salary level and position designation. See B5 and B6 below.
2. Employees who change, or have changed, from one designation to another and who during continuous employment in the motor vehicle service and in the same installation return to the former position designation and salary level regain the seniority they had in that position, without seniority credit for intervening employment in other position designations, except as provided for in paragraphs 4 and 5 below.
3. Except as specifically provided for elsewhere in this Agreement, full-time regulars, upon entering the motor vehicle craft from another craft or installation, begin a new period of seniority.
4. When two or more employees in the same installation, salary level, and position designation have seniority for preferred assignments from the same date, the tie will be broken:
 - a. By standing on the part-time flexible roll when both were appointed as a part-time flexible in the same installation, position designation, and salary level.
 - b. By total length of full-time regular or part-time flexible motor vehicle service in the installation if the tie is not broken by the preceding rule.
 - c. When a motor vehicle service employee's casual appointment is converted to a career appointment the same day there is a new career appointment, reinstatement, reassignment, transfer or promotion to the same salary level and position designation, the converted employee is senior and precedes the other on the part-time flexible roll.
5. Seniority is restored under the following conditions:
 - a. **Recmployment After Disability Separation.** On reinstatement or reemployment after separation caused by disability, retire-

ment or resignation because of personal illness and the employee so stated in his resignation and furnished satisfactory evidence for inclusion in his personnel folder, the employee receives seniority credit for past service for the time on the disability retirement or for illness if reinstated or reemployed in the same postal installation and craft and in the same or lower PS salary level from which originally separated; 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 Bureau of Retirement Insurance and Occupational Health, Civil Service Commission, and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner. When reinstatement is to the part-time flexible roll, standing on the roll shall be the same as if employment had not been interrupted by the separation.

- b. Restoration. On restoration in the same craft in the same installation after return from military service, transfer under letter of authority or unjust removal, an employee shall regain the same seniority rights he would have if not separated.
 - c. Reassignment and Return in 90 Days. An employee, full-time regular or part-time flexible, voluntarily reassigned from one craft to another at the same installation with or without change in PS salary level, and voluntarily reassigned within 90 days to his former craft, position designation, and salary level, retains seniority previously acquired in the craft augmented by the intervening employment.
6. Motor Vehicle Operators and Tractor-Trailer Operators:
- a. Full-time regular tractor-trailer operators bidding for PS-6 tractor-trailer assignments shall be assigned before posting any vacant level 6 assignment for bids by full-time regular level 5 operators.
 - b. Remaining PS-6 tractor-trailer assignments shall be filled by promoting the senior qualified PS-5 motor vehicle operator who bids.
 - c. A PS-6 tractor-trailer operator may bid in competition with a PS-5 motor vehicle operator for a PS-5 motor vehicle operator assignment.
 - d. Seniority for choice of assignments is retained upon change from a motor vehicle operator to a tractor-trailer operator, or the reverse.
7. Motor Vehicle Operations New In Installation. In an installation which has had no motor vehicle operations assignment, any such newly established motor vehicle operator or tractor-trailer operator assignments shall be awarded to qualified vehicle maintenance

service applicants who are employed in the same installation. The provisions of Appendix A, Section I, C7, shall be complied with before application of this paragraph.

8. When tractor-trailer assignments are established, motor vehicle operators who are not qualified to drive tractor-trailers, will be given on-the-clock training, starting with the senior motor vehicle operator.

C. Definitions

1. Service Seniority. Motor vehicle service employees on the rolls May 1, 1958, for service seniority purposes, were credited with all indefinite and temporary employment continuous to career appointment. The use of the service seniority was limited to breaking ties among equally qualified candidates for promotion. The temporary employment is not credited toward seniority for preferred assignments.
2. Craft Group. The craft group is composed of those positions for which the Union has secured recognition at the national level.
3. An employee may not bid on an assignment involving a change in level, except for the following positions which are to be filled by the senior qualified bidder meeting the qualification standards established for that position from the appropriate craft as herein indicated. Total service seniority in the motor vehicle craft will be used for promotional purposes.

a. Position	To be Filled by Senior Qualified
Junior Mechanic, Automotive, SP 5-52, PS-5	Garageman, KP 9, PS-4
Tire Repairman, SP 5-53, PS-5	Garageman, KP 9, PS-4, Junior Mechanic Automotive, SP 5-52, PS-5
Tractor-Trailer Operator, SP 5-22, PS 6	Motor Vehicle Operator, KP 10, PS-5
Tools and Parts Clerk, SP 1-31, PS-5	All Vehicle Craft Employees
Clerk, Vehicle Dispatcher, SP-5-10	Motor Vehicle Operator, KP 10, PS-5, Tractor-Trailer Operator, SP 5-22, PS-6

4. Application. A written request by a full-time motor vehicle craft employee for consideration for an assignment for which he is not entitled to submit a bid.

5. **Bid.** A written request submitted to the installation head to be assigned to a duty assignment by a full-time **motor vehicle craft employee** eligible to bid on a vacancy or newly established duty assignment.
6. **Duty Assignment.** A duty assignment is a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.
7. **Preferred Duty Assignment.** Any assignment preferred by a full-time regular.
8. **Eligible Bidder.** Full-time **motor vehicle craft employees** are eligible to bid only within the motor vehicle craft in the same installation, salary level, and position designation except as specifically provided for in Section C, paragraph 3.

D. Excess Employees

Length of full-time regular or part-time flexible service (service seniority) in the motor vehicle craft in the same installation governs in identifying excess employees within a position designation.

E. Responsibility

The installation head is responsible for day-to-day administration of seniority. The application of this Article shall be open to negotiation at post office level with the Union.

F. Posting Seniority List

A current preferred assignment and duty tour seniority list showing the seniority of each employee by designation shall be posted on the bulletin board in each installation.

G. Transfer From Other Installation

1. When it is proposed to open a new facility, prior to management hiring new employees in the motor vehicle craft, all requests for transfer of motor vehicle craft employees from other installations shall be given first consideration.
2. Consideration will be given for transfers to fill motor vehicle craft vacancies at established installations to those qualified employees requesting transfers, where it has been determined, that no employees qualified to bid, or desiring the position, are available at the completion of the posting period.

Section 2. Posting

A. Vacant motor vehicle craft duty assignments shall be posted as follows:

1. All vacant or newly established craft duty assignments shall be posted for craft employees eligible to bid within 10 days after a determination has been made the position is not to be reverted. If a vacant duty assignment has not been posted within 30 days,

the installation head or his designee shall **advise the Union in writing of the reason the positions are being withheld and the anticipated length of time such positions will remain vacant. Unless mutual agreement is reached on an extended withholding period the installation head shall advise the Union each 30 day period.**

2. If a vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reason therefor.
3. When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, the affected assignment(s) shall be reposted.
4. The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.
5. No assignment will be posted because of change in starting time unless the change exceeds an hour. Whether to post or not is negotiable at the local level, if it exceeds one hour.
6. An unassigned full-time regular employee may bid on duty assignments posted for bids by employees in the craft. If he does not bid, he may be assigned in any vacant duty assignment for which there was no senior bidder in the craft and installation. His preference is to be considered if more than one such assignment is available.
7. When requested by the Union, all full-time regular motor vehicle operator and tractor-trailer operator craft assignments shall be posted for bids twice each calendar year.
8. All motor vehicle maintenance craft assignments may be posted for bid once each calendar year upon mutual agreement between the parties at the local level.

B. Place of Posting

1. The notice inviting bids for a craft assignment shall be posted on all official bulletin boards at the installation where the vacancy exists, where vehicle operations and/or maintenance employees work so as to assure that it comes to the attention of all employees eligible to submit bids. Copies of the notice shall be given to the Union. When an absent employee has so requested in writing, stating his mailing address, a copy of any notice inviting bids from his craft shall be mailed to him by the installation head.
2. Posting and bidding for preferred duty assignments shall be installation-wide without exception.

C. Length of Posting

The notice shall remain posted for 10 days, unless a different length for the posting period is established by local negotiation.

D. Information on Notices

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

1. The duty assignment by position title and number (e.g., key, standard, or individual position).
2. PS salary level.
3. Hours of duty (beginning and ending).
4. The principal assignment area (e.g., section and/or location of activity).
5. Qualification standards, including ability to drive certain types of vehicles such as tractor-trailer and occupational code number when such standards and numbers are available.
6. Physical requirement unusual to the specific assignment.
7. Invitation to employees to submit bids.
8. The fixed or rotating schedule of days of work, as appropriate.
9. Motor vehicle and tractor-trailer route numbers (a copy of the schedule should be made available to interested employees).
10. **All bids in the motor vehicle craft are to be submitted first by motor vehicle craft employees on a standard bid form. If such bid form is not available, a bid submitted in writing is acceptable. An employee who has submitted a bid may withdraw the bid at any time before the closing date and/or time of posting, provided the withdrawal is submitted in writing and is back-stamped.**

E. Successful Bidder

1. Within 10 days after the closing date for the posting (including December), the installation head shall post a notice stating the successful bidder and his seniority date. The senior qualified bidder meeting the qualification standards established for that position shall be designated the "successful bidder".
2. The successful bidder must be placed in the new assignment within 21 days except in the month of December. The local agreement may set a shorter period.
3. Normally, the successful bidder shall work the duty assignment as posted.

Section 3. Special Provisions

A. The Employer will provide adequate tools, tool kits, and equipment on a charge-out basis to those employees who require such items for the performance of their assigned functions. **The Employer will seek the advice of the Union at the national level in determining adequacy and/or obsolescence of the tools to be provided. Where tools are determined to be obsolete they will be recalled and removed from the employee's accountability. Replacement tools may be pur-**

chased locally by the Fleet Manager, who will seek the advice of the local Union in determining the adequacy of the tools to be furnished.

B. In the interest of safety and health and other appropriate considerations, properly certified national representatives of the Union will be given an opportunity to examine and comment on new type vehicles during the developmental stage.

C. **The parties recognize that telephones are for official USPS business. However, the Employer at the local level shall establish a policy for the use of telephones by designated Union representatives for legitimate business related to the administration of the National Agreement, subject to sound business judgment and practices.**

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

E. All motor vehicle craft positions listed in the P-1 Handbook, designated to the motor vehicle craft, shall be under the jurisdiction of the Motor Vehicle Craft Division of the American Postal Workers Union, AFL-CIO.

ARTICLE XL

SPECIAL DELIVERY MESSENGER CRAFT

Section 1. Seniority

Section 2. Posting

Section 3. Special Provisions

Section 4. Miscellaneous Provisions

Section 1

A. Introduction

1. The U.S. Postal Service and the APWU, Special Delivery Messenger Craft, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices.
2. This Article will continue relative seniority standing properly established under past instructions, rules, and practices and this Article shall be so applied. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

B. Coverage

These rules apply to all employees of the regular work force when a guide is necessary for filling vacant assignments and for other purposes. No employee, solely by reason of this Article, shall be displaced from an assignment he gained in accord with former rules.

C. Responsibility

The installation head is responsible for day-to-day administration of seniority. Installation heads where practicable will post a seniority list. If not practicable, such information will be made available. The application of this Article shall be open to negotiation at the installation level with the designated agent of the Union.

D. Definitions

1. Craft Group. A craft group is composed of those positions for which a Union has recognition at the **national** level.
2. Seniority for full-time regulars for preferred assignments and for other purposes for application of the terms of the Agreement.
 - a. This seniority determines the relative standing among full-time regulars. It is computed from date of regular work force appointment in a particular craft and level and continues to accrue so long as service is uninterrupted in the same craft and level in the same installation, except as otherwise specifically provided.
 - b. Seniority shall include employment in PS-5 and PS-6 assignments listed in paragraph 3 below.
3. An employee may not bid on an assignment involving a change in level except for the following positions which are to be filled by the senior qualified bidder meeting the qualification standards established for that position from the appropriate craft as herein indicated. Also employees in assignments listed in c below, may bid on PS-5 positions within their craft.
 - a. An employee obtaining one of the positions listed below may bid on another position in his craft and within the list.
 - b. An employee surplus from a level 6 assignment not listed in c below or from a higher level assignment, must bid and compete on a senior qualified basis to be assigned in one of the listed level 6 assignments. Paragraph F4c gives him bidding seniority for return to the craft from which promoted, credit for his continuous full-time regular or part-time flexible service in the same installation in PS-5 and higher levels. This rule also applies to an excessed employee who bids for return to level 5 in the craft from which promoted.

c.		
Position Number	Title	Craft or Crafts
SP 2-188	Examination Specialist	Clerk, Carrier, Special Delivery Messenger, Group Leader—Mail Handler
SP 2-195	Vehicle Operations—Maintenance Assistant	Clerk, Carrier, or Special Delivery Messenger

4. Duty Assignment. A duty assignment is a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.
5. Preferred Duty Assignment. Any assignment preferred by a full-time regular.
6. Bid. A written request submitted to the installation head to be assigned to a duty assignment by a full-time regular eligible to bid on a vacancy or newly established duty assignment.
7. Application. A written request by a full-time regular for consideration for an assignment for which he is not entitled to submit a bid.
8. Change Between Part-Time Flexible Craft Rosters. Change by Employee's Request. When a part-time flexible transfers from one craft to another craft he shall be assigned to the foot of that part-time flexible roll and begin a new period of seniority effective the date of reassignment.
9. Relative Standing on the Part-Time Flexible Roll
 - a. Part-time flexibles are placed on the part-time flexible roll of the special delivery craft in the order of the date of appointment as a regular work force employee from a competitive **Postal Service** eligible register or other means. In cases of appointment of more than one eligible on the same day from the same competitive register, their position on the part-time flexible roster will be in accord with their standing on the **Postal Service** eligible register.
 - b. Part-time flexibles shall be changed to full-time regular positions of the same designation and PS salary level in the order of their standing on the part-time flexible roll.
10. Surplus U.S. Postal Employees. Surplus U.S. Postal Service employees from non-mail processing and non-mail delivery installations, regional offices, the U.S. Postal Service Headquarters or from other Federal departments or agencies begin a new period of seniority effective the date of reassignment.

E. Special Benefits to Certain Veteran Employees

1. Employees whose names were within reach on an eligible register between May 1, 1940, and October 23, 1943, and who lost opportunity for career appointment by reason of military service, who subsequently received career appointment based on restored eligibility, and were granted the benefits of Public Law 577, amended by Public Law 492, are entitled to seniority from the date the lower eligible on the same list of eligibles received a career appointment.
2. Employees whose names were within reach on an eligible register and who lost opportunity for career appointment because of service in the military service after June 30, 1950, who subsequently received a career appointment based on restored eligibility, and were granted the benefits of Public Law 121 are enti-

tioned to seniority from the date the lower eligible on the same list of eligibles received a career appointment.

F. Changes in Which Seniority is Retained, Regained, or Restored

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 in his resignation and furnished satisfactory evidence for inclusion in his personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same postal installation and craft and in the same or lower PS salary level, from which originally separated; 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 Bureau of Retirement Insurance and Occupational Health, Civil Service Commission, and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner. When reinstatement is to the part-time flexible roll, standing on the roll shall be the same as if employment had not been interrupted by the separation.
2. **Restoration.** On restoration in the same craft in the same installation after return from military service, transfer under letter of authority or unjust removal, employee shall regain the same seniority rights he would have if not separated.
3. **Reassignment and Return in 90 Days.** An employee, voluntarily reassigned from one craft to another at the same installation with or without change in PS salary level, and voluntarily reassigned within 90 days to his former craft retains seniority previously acquired in the craft augmented by the intervening employment.
4. **Return From Any Position For Which Selection Was Based on "Best Qualified".**
 - a. When a full-time regular, except as provided in Article XII, Section 2B, either voluntarily or for disciplinary reasons, returns to the same installation and to the last craft he left, he shall have his seniority established after reassignment as the seniority he had when he left that craft without seniority credit for service outside that craft.
 - b. The same rule applies to full-time regulars returning from any position in the same craft to which selection was made on the basis of "Best Qualified".
 - c. Upon involuntary reassignment of a full-time regular employee from a position for which selection was based on best qualified, except for disciplinary reasons, if he returns to the same installation and to the last craft he left, he shall have his seniority established after reassignment as his former seniority plus seniority for service in the positions outside the craft.

- d. The same rule applies to full-time regulars returning from any position in the same craft to which selection was made on the basis of best qualified.
- e. Full-time regulars reassigned as provided in a, b, c, and d above may bid on any existing vacancy, but shall not bump.
- f. When the change is to a craft other than the one he left (whether the change is voluntary, for disciplinary reasons, or arbitrary), the employee shall have seniority, for bidding for duty assignments that of one day less than the junior full-time regular in the craft to which assigned or his own, whichever is the lesser.

G. Changes in Which Seniority is Lost

Except as specifically provided elsewhere in this Agreement, a full-time regular begins a new period of seniority:

1. When the change is at his own request:
 - a. From one postal installation to another.
 - b. From one craft to another.
2. Upon reinstatement or reemployment.
3. Upon transfer into the Postal Service.
4. Upon a mutual exchange between two employees.

H. Filling Positions Reevaluated as One of the Positions Reserved for Bidding by PS-5's and PS-6's

1. When an occupied level 5 position is upgraded on the basis of the present duties:
 - a. The incumbent will remain in the upgraded job provided he has been in that job for more than one year.
 - b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job for more than one year.
2. When an occupied level 5 position is upgraded on the basis of duties which are added to the position:
 - a. The incumbent will remain in the upgraded job provided he has been in that job for more than one year. The year of required incumbency in the job begins when the duty or duties were added which permitted the job to be re-ranked.
 - b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job more than one year since the date when the duty or duties were added which later permitted the job to be re-ranked.

I. Reassignment

When a special delivery messenger is arbitrarily reassigned to clerk or carrier, he has the option of return to the first available special delivery messenger vacancy and when he is so reassigned through the exercise of his option, he retains full seniority, including intervening employment as clerk or carrier.

J. Conversions from Temporary to Regular Work Force Appointment

1. Under Civil Service Regulation 315.703 (formerly 3.10F). When two or more employees are converted under this regulation, effective the same date, their seniority on the flexible rolls will be determined by the date their names came within reach on the register. If their names were reached on the same date, standing on the flexible roll shall be determined by order of standing on the register.
2. Under Public Law 836 and Executive Order 10880. When two or more employees are converted under these authorities, on the same date, entry on the flexible rolls will be determined by the total length of postal field service.
3. When an employee is converted to the regular work force the same day an employee is appointed from the register, the converted employee stands first on the part-time flexible roll. He also is placed ahead of any employee reinstated or transferred on the same day except for those employees given a higher standing by specific provisions in this Agreement. In like manner, a reinstated or transferred employee shall be entered on the part-time flexible roll ahead of one appointed from the register the same day.
4. First preference for filling vacancies shall be given to qualified regular work force employees.

K. Disability Incurred in Military Service, P.L. 739 of June 22, 1948

1. No full-time regular shall be reduced to a part-time flexible to accord the benefits of the Act to another employee.
2. When the **Postal Service** approves the restoration of seniority to an employee under P.L. 739 and the employee is a part-time flexible, he shall be placed on the part-time flexible roll according to the position he should have attained thereon had he originally been appointed to that part-time flexible roll from the register.

Section 2. Posting

A. In the special delivery messenger craft, vacant craft duty assignments shall be posted as follows:

1. All vacant or newly established special delivery messenger craft duty assignments shall be posted for employees eligible to bid within 10 days after a determination has been made the position is not to be reverted. If a vacant duty assignment has not been posted within 30 days, the installation head or his 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.**
2. If the vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reason therefor.

3. When a vacancy occurs in the special delivery messenger craft, regular special delivery messengers will be assigned scheduled non-work days according to their preference and in order of seniority before the position is posted; provided the reassignments of non-work days are consistent with the needs of the service. The means of applying this policy shall be by local negotiation but the procedure agreed upon must not defer or delay the posting of the vacant position. The unassigned basic work week remaining after any reassignment under this policy will become the schedule of the vacant position. A special delivery messenger who bids on a vacant or newly created duty assignment in his craft can, at his option, retain his previously acquired non-scheduled work days.
4. In the special delivery messenger craft a permanently changed scheduled non-work day shall be posted. The special delivery messenger whose fixed scheduled non-work day was necessarily changed retains his assigned route. The senior eligible special delivery messenger who applies for the changed non-work day in the craft involved shall be assigned to the new basic schedule without changing from his route. Special delivery messengers eligible to bid are those within the sections as established with the craft by local negotiation, which negotiation shall be for the specific purpose of implementing this subparagraph as it applies to the special delivery messenger craft. In the absence of such designation of sections by local negotiation, all full-time regular special delivery messengers may bid for the changed non-work day within their craft on an installation-wide basis.
5. The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.
6. No assignment will be posted because of change in starting time unless the change exceeds an hour. Whether to post or not is negotiable at the local level if it exceeds one hour.
7. An unassigned full-time regular special delivery employee may bid on duty assignments posted for bids by employees in the special delivery messenger craft. If he does not bid, he may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. His preference is to be considered if more than one such assignment is available.

B. Place of Posting

The notice inviting bids for a special delivery messenger assignment shall be posted on all official bulletin boards at the installation where the vacancy exists, including stations and branches, as to assure that it comes to the attention of employees eligible to submit bids. Copies of the notice shall be given to the local Union.

When an absent employee has so requested in writing, stating his mailing address, a copy of any notice inviting bids from his craft shall

be mailed to him by the installation head. Posting and bidding for preferred duty assignments shall be installation-wide unless the local agreement or established past practice specifically limits bidding to sections defined in compliance with the reassignments agreement. (Article XII, Appendix A, Sec. I, C4a).

C. Length of Posting

The notice shall remain posted for 10 days, unless a different length for the posting period is established by local negotiation.

D. Information on Notices

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

1. The duty assignment by position title and number (e.g., key, standard, or individual position).
2. PS salary level.
3. Hours of duty (beginning and ending).
4. The principal assignment area (e.g., section and/or location of activity).
5. Qualification standards, including occupational code number when such standards and numbers are available.
6. Physical requirement unusual to the specific assignment.
7. Invitation to employees to submit bids.
8. The fixed or rotating schedule of days of work, as **presently established. No further rotating schedules will be created.**
9. The Postal Service shall provide a standard form for use by bidders who are members of the special delivery messenger craft. Posted notices shall inform bidders of convenient locations from which to obtain bid forms.
10. The posted notice shall inform special delivery messenger craft bidders of their right to withdraw, in writing, bids before closing dates of the posting. Such withdrawal, to be effective, must be "back-stamped" and dated by a responsible supervisor.

E. Successful Bidder

1. Within 10 days after the closing date for the posting (including December), the installation head shall post a notice stating the successful bidder and his seniority date. The senior qualified bidder meeting the qualification standards established for that position shall be designated the "successful bidder".
2. The successful bidder must be placed in the new assignment within 21 days except in the month of December. The local agreement may set a shorter period.
3. Normally, the successful bidder shall work the duty assignment as posted.

Section 3. Special Provisions

A. When a sufficient number of Postal Service owned vehicles are not available for the needs of the Special Delivery Service, special de-

livery messengers may be given an opportunity to provide their privately owned vehicles. Special delivery messengers who voluntarily agree to furnish their privately owned vehicles shall be reimbursed in accordance with postal regulations at the rate of \$1.60 per hour.

B. No special delivery messenger shall be coerced into the use of his privately-owned vehicle for his Postal Service business. Such use shall be voluntary.

C. In the interest of safety and health and other appropriate considerations, properly certified national representatives of the Union will be given an opportunity to examine and comment on new type vehicles during the developmental stage.

Section 4. Miscellaneous Provisions

A. Policy on Telephones

The parties recognize that the telephones are for official use for USPS business. However, the Employer at the local level shall establish a policy for the use of telephones by designated Union representatives for legitimate business related to the administration of the National Agreement, subject to sound business judgment and practices.

B. Inspection of Lockers

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

ARTICLE XLI LETTER CARRIER CRAFT

Section 1. Posting

Section 2. Seniority

Section 3. Miscellaneous Provisions

Section 4. City Carrier Transportation (Driveout) Agreements

Section 5. National Joint City Delivery Committee

Section 1. Posting

A. In the letter carrier craft, vacant craft duty assignments shall be posted as follows:

1. A vacant or newly established duty assignment not under consideration for reversion shall be posted within 5 working days of the day it becomes vacant or is established.

Positions currently designated in the letter carrier craft:

KP 11	City Carrier, PS-5	(includes the duty assignment of Official Mail Messenger Service in the Washington, DC Post Office)
KP 11 SP 2-261	Special Carrier, PS-5 Carrier Technician, PS-6	

Positions that may in the future be designated in the letter carrier craft.

Changes in the foregoing position titles shall not affect the application of this provision.

When a position is under consideration for reversion, the decision to revert or not to revert the position shall be made not later than 30 days after it becomes vacant. If the decision is made not to revert, the assignment must be posted within 30 days of the date it becomes vacant.

2. The duty assignment of a full-time carrier detailed to a supervisory position in excess of 6 months shall be declared vacant and shall be posted for bid in accordance with this Article. Upon return to the craft the carrier will become an unassigned regular. **A letter carrier temporarily detailed to a supervisory position will not be returned to the craft solely to circumvent the provisions of this paragraph.**
3. The existing local procedures for scheduling fixed or rotating non-work days and the existing local method of installation-wide or sectional bidding shall remain in effect unless changes are negotiated locally.
4. No assignment shall be posted because of a change in starting time or in non-scheduled days, **(except as provided in Section 1A5 below)**. No overtime payment will be made for a permanent change in starting time.
5. **Whether or not a letter carrier route will be posted when there is a change of more than one (1) hour in starting time shall be negotiated locally.**
6. **When a fixed schedule non-work day is permanently changed, the new non-work day shall be posted.**
7. An unassigned full-time carrier may bid on duty assignments posted for bids by employees in his craft. If he does not bid, he may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. **In the event there is more than one vacancy due to the lack of bids, these vacancies may be filled by assigning the unassigned full-time carriers, who may exercise their preference by use of their seniority.**

B. Method of Posting

1. The notice inviting bids for letter carrier craft assignments, and to such other assignments to which a letter carrier is entitled to bid, shall be posted on all official bulletin boards at the installation where the vacancy exists, including stations and branches, as to assure that it comes to the attention of employees eligible to submit bids. Copies of the notice shall be given to the local Union. When an absent employee has so requested in writing, stating his mailing address, a copy of any notice inviting bids from his craft shall be mailed to him by the installation head.
2. Posting and bidding for duty assignments and/or **permanent** changes in fixed non-work days shall be installation-wide, unless

local agreements or established past practice provide for sectional bidding **or other local method currently in use.**

3. The notice shall remain posted for 10 days, unless a different length for the posting period is established by local negotiations.
4. Information on notices shall be shown as below and shall be specifically stated:
 - (a) The duty assignment by position title and number **(e.g., key or standard)**.
 - (b) PS salary level.
 - (c) Hours of duty (beginning and ending).
 - (d) The fixed or rotating schedule of days of work, as appropriate.
 - (e) The principal assignment area (e.g., section and/or location of activity).
 - (f) Invitation to employees to submit bids.
 - (g) Physical requirement unusual to the specific assignment.
 - (h) **If city carrier route is involved**, the carrier route number shall be designated.

C. Successful Bidder

1. The senior bidder meeting the qualification standards established for that position shall be designated the "successful bidder".
2. Within ten (10) days after the closing date of the posting, the Employer shall post a notice indicating the successful bidder, seniority date and number.
3. The successful bidder must be placed in the new assignment within 15 days except in the month of December.
4. The successful bidder shall work the duty assignment as posted. **Unanticipated circumstances may require a temporary change in assignment.**

D. Other Positions

City letter carriers shall continue to be entitled to bid or apply for all other positions in the U.S. Postal Service for which they have, in the past, been permitted to bid or apply, including the positions listed below and any new positions added to the list:

SP 2-188 **Examination Specialist**

SP 2-195 **Vehicle Operations-Maintenance Assistant**

Section 2. Seniority

A. Coverage

These rules apply to full and part-time employees with regular schedules and to part-time employees with flexible schedules when a guide is necessary for filling vacant assignments and for other purposes. No employee, solely by reason of this Article, shall be displaced from an assignment he gained in accord with former rules.

B. Definitions of Seniority

1. Seniority is for full-time employees for assignments and for other purposes for application of the terms of the National Agreement.
2. Seniority determines relative standing among employees in the full-time work force. It is computed from date of appointment in the letter carrier craft and continues to accrue so long as service is uninterrupted in the letter carrier craft in the same installation, except as otherwise specifically provided.
3. Relative Seniority Standing
 - (a) In cases of appointment on the same day, where there is a tie in seniority, the relative standing on the appointment register will determine the more senior carrier.
 - (b) Part-time flexible carriers shall be converted to full-time positions of the same designation and PS salary level in the order of their standing on the part-time flexible roll.

C. Responsibility for Administration

The Employer shall be responsible for the day-to-day administration of seniority rules. Every installation, station, branch and/or delivery unit shall have a roster posted in an appropriate place listing all carriers in order of seniority number. Said roster shall be updated during the months of July and January of every calendar year.

D. Assignment of Utility or T-6 Carrier

The successful bidder shall work the duty assignment as posted. Unanticipated circumstances may require a temporary change in assignment unless the local agreement in effect on July 20, 1975, provides otherwise.

E. Transfers, Separations, etc.

Changes in which seniority is restored as if service had been continuous:

1. On reinstatement or re-employment after separation caused by disability, retirement or injury on duty or resignation because of personal illness and the employee so stated in his resignation and furnished satisfactory evidence for inclusion in his personnel folder, the employee shall receive seniority credit for past service and for time on the disability retirement or for the injury or the illness if reinstated or re-employed in the same postal installation and in the same or lower PS salary level from which originally separated; provided application for reinstatement or re-employment is made within six months from the date of recovery. The date of recovery in the case of disability must be supported by notice of recovery from the Bureau of Retirement Insurance and Occupational Health, Civil Service Commission, or the Office of Workers' Compensation Programs; and in the case of injury on duty or resignation due to illness, by a statement from the applicant's attending physician or practitioner.

2. Letter carriers who enter the military shall not have their seniority broken or interrupted because of military service.
3. Letter carriers in leave without pay status while serving as Union officers on either part-time or full-time basis shall retain their former seniority, and have their seniority computed as though they had remained in an active duty status.
4. Letter carriers who are restored to duty in the same installation after **unwarranted or unjustified separation** shall have their seniority computed as though they had remained in an active duty status.
5. Letter carriers who are changed from a higher level position within the letter carrier craft to a lower level position in the letter carrier craft, whether voluntary or involuntary, shall not have their seniority broken.

F. Change in Which Seniority is Modified

When mutual exchanges are made between letter carriers from one installation to another, the carriers will retain their seniority or shall take the seniority of the other exchange, whichever is the lesser.

G. Return From Any Position for Which Selection was Based on Best Qualified as Provided in Article XII, Section 2

1. When a regular full-time employee, either voluntarily or for disciplinary reasons, returns to the same installation and to the last craft he left, he shall have his seniority established after reassignment as the seniority he had when he left that craft without seniority credit for service outside that craft.
2. Upon involuntary reassignment of a full-time regular employee from a position for which selection was based on best qualified, except for disciplinary reasons, if he returns to the same installation and to the last craft he left, he shall have his seniority plus seniority for service in the positions outside the craft.

H. Changes in Which a New Period of Seniority is Begun

1. **When an employee from another agency or USPS craft transfers (voluntarily or involuntarily) to the letter carrier craft.**
2. **When a letter carrier transfers from one postal installation to another at his own request (except as provided in Section F of this Article).**
3. **Any former employee of the U.S. Postal Service entering the letter carrier craft by re-employment or reinstatement shall begin a new period of seniority, except as provided in E1 and E4, above.**
4. **Any surplus employees from non-mail processing and non-mail delivery installations, regional offices or the United States Postal Service Headquarters begin a new period of seniority effective the date of reassignment.**

Section 3. Miscellaneous Provisions

- A. The carrier may use stools while casing mail and performing

other office duties, provided the use of such stools does not interfere with or affect efficiency and standard job performance.

B. The Employer will not assess or hold a carrier responsible for incorrect fees collected on mail improperly rated prior to being distributed to the carrier, who is expected to exercise reasonable care and judgement in the matter.

C. The Employer will not assess or hold a carrier responsible for faulty checks accepted in payment for postal fees or postal charges provided he follows regulations governing the acceptance of checks.

D. The USPS may initiate the T-6 program in those offices in which the program has not been implemented. In such cases, the Union will be notified.

E. When the Employer requires the use of certain supply items for the proper performance of a carrier's functions, such items will be supplied by the Employer.

F. A newly appointed carrier or a carrier permanently assigned to a route with which he is not familiar will be allowed a reasonable period to familiarize himself with the route and to become proficient.

G. The Employer will advise a carrier who has properly submitted a Carrier Auxiliary Control Form 3996 of the disposition of the request promptly after review of the circumstances at the time.

H. The Employer at the local level will determine a reasonable policy regarding the use of telephones by authorized Union officials and stewards for local calls relating to the administration of the National Agreement. The policy will be made known to the President of the NALC Branch.

I. Carriers shall not finger mail when driving, or when walking up or down steps or curbs, when crossing streets, or at any time it would create a safety hazard to the carriers or the public. Consistent with the efficiency of the operation, mail shall be placed in delivery sequence in a bundle(s) during strapping out. The Employer shall not be required to conduct a special count or route inspection as a result of this Agreement.

J. The Employer agrees that, except in matters where there is reasonable cause to suspect criminal activity, postal management or inspectors shall not inspect lockers unless the employee or a Union representative has been given the opportunity to be present. For a general inspection, in which a number of lockers are to be inspected, where employees have had prior notification of at least a week, the above is not applicable.

K. Supervisors shall not require, nor permit, employees to work off the clock.

L. In the interest of safety and health and other appropriate considerations, representatives designated by the NALC will be given an

opportunity to examine, comment and submit recommendations on new vehicle specifications during the developmental stage, before manufacturing and upon completion of vehicles.

M. The NALC will be informed concerning changes in existing regulations relating to the duties and functions of city letter carriers. Further, it is agreed that when changes of a substantive nature are made they will only be made in accordance with the contractual obligations already binding upon the parties under Article XXXIV, "Work and/or Time Standards".

N. Letter carriers may cross lawns while making deliveries if customers do not object and there are no particular hazards to the carrier.

O. The following provision shall be made part of a local agreement when requested by the local branch of the NALC during the period of local implementation:

"When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highways, housing projects, all routes and full-time duty assignments at that unit shall be posted for bid in accordance with the posting procedures in this Article."

Section 4. City Carrier Transportation (Driveout) Agreements

It is agreed by and between the United States Postal Service and the National Association of Letter Carriers, AFL-CIO, that the following terms and conditions represent the basic understanding of the parties as to the administration of transportation agreements (driveout) of city carriers for the period of this Agreement.

1. The furnishing of a vehicle by a city carrier for transportation to and from the route shall be voluntary; no carrier may be coerced into furnishing a vehicle or carrying passengers or relays without his consent. A written authorization (Form 1311) shall be executed by the installation head in every instance, with a copy of said authorization to be retained by the installation head and the carrier. A carrier shall not drive his car to and from the route for his own personal convenience.
2. Reimbursement to a carrier who provides his vehicle shall be determined locally by written agreement between the carrier and installation head and shall be not less nor more than the sum of the amounts computed under each of the factors listed below, as applicable to the individual case.
3. All carriers furnishing a vehicle for transporting himself, passengers and mail to and from the assigned routes shall be reimbursed on a mileage-zone basis as follows:
 - a. For transportation of carrier and his carry-out swing from delivery unit to beginning of route when distance is ½ mile or more, or from end of route if route begins less than, but ends more than ½ mile from delivery unit.

REIMBURSEMENT RATES

Mileage	Daily Rate
.5 to 1.0	\$1.15
1.1 to 1.5	\$1.25
1.6 to 2.0	\$1.35
2.1 to 3.0	\$1.45
3.1 to 4.0	\$1.60
4.1 to 5.0	\$1.85
Over 5	\$1.90 plus 10¢ per each additional mile (one way) over five miles to beginning of route.

- b. When a carrier uses his vehicle as transportation for distances of more than ½ mile between segments of a route or routes, he will be reimbursed **forty** cents for each such movement.
 - c. **Forty** cents for each mail relay carried, up to a maximum of \$2.00 daily.
 - d. **Forty** cents per authorized ride for each carrier or supervisory passenger.
 - e. **Twenty** cents for each parcel transported larger than the size required to be delivered by foot letter carriers (2 lbs.).
 - f. Part-time flexibles providing auxiliary assistance on one or more routes shall be paid at mileage-zone rates indicated above for the first route served, plus **forty** cents for each additional authorized move of ½ mile or more.
4. Carrier Agreements in effect which provide allowances more favorable than those provided by the schedule in 3 above shall continue in force for the duration of this Agreement unless terminated by either party upon thirty days written notice, or reassignment of the carrier.

Section 5. National Joint City Delivery Committee

There will be established at the national level a Joint City Delivery Committee. The Committee will be comprised of representatives of the Employer and five Union representatives appointed by the President of the NALC and will meet for the purpose of advising on problems affecting city delivery service and to present suggested changes and improvements in operating procedures. Such meetings will be held semi-annually at Postal Service Headquarters. **Agenda items shall be exchanged 15 working days in advance of the scheduled meeting.**

Recommendations of the NALC representatives may be adopted by mutual agreement of the Committee provided they are not in conflict with the National Agreement.

ARTICLE XLII

RURAL CARRIER CRAFT

A. COMPENSATION, ALLOWANCES AND FEES

Section 1. Rural Carrier Schedule

Section 2. Heavy Duty Compensation

- Section 3. Equipment Maintenance Allowance
- Section 4. Christmas Allowances and Procedures
- Section 5. Pouch Mail
- Section 6. Training Pay

B. WORKING RULES FOR RURAL CARRIERS

C. SUBSTITUTE AND AUXILIARY RURAL CARRIERS

- Section 1. Appointment and Probationary Period
- Section 2. Assignment to More Than One Route
- Section 3. Emergencies
- Section 4. Reassignment to Another Office
- Section 5. Compensation
- Section 6. Fringe Benefits
- Section 7. Financial Liability
- Section 8. Grievance Arbitration—Substitutes
- Section 9. Grievance Arbitration—Auxiliary
- Section 10. Non-Discrimination
- Section 11. Filling An Auxiliary Route
- Section 12. Relief Day On Vacant J and K Routes
- Section 13. Leave
- Section 14. Breaking Ties for Rural Carrier Substitutes
- Section 15. Excess Substitute Determination

D. RURAL CARRIER SENIORITY

- Section 1. Accruing Seniority
- Section 2. Breaking Ties
- Section 3. Relative Seniority Upon Reassignment

E. RURAL CARRIER POSTING

- Section 1. Posting Requirements
- Section 2. Assignment Procedures

F. REASSIGNMENT—RURAL CARRIERS

- Section 1. General Reassignments
- Section 2. Conversion to City Delivery
- Section 3. Route Consolidations
- Section 4. Retreat Rights

A. COMPENSATION, ALLOWANCES AND FEES

Section 1. Rural Carrier Schedule

- a. The schedule shown at the end of this Article is the basis for non-heavy duty rural carrier compensation. Increases negotiated

as a result of collective bargaining shall be applied in accordance with past policies and procedures.

- b. **Temporary Route Deviations**—A temporary change in salary shall be authorized when route deviations continue for more than 30 calendar days. All salary changes will become effective at the beginning of the first pay period following completion of the first 30 days of the detour and at the beginning of the first pay period after the deviation is terminated.

Section 2. Heavy Duty Compensation

- a. **Definition**—Heavy duty compensation is additional compensation above that provided in the Rural Carrier Schedule. The Heavy Duty Schedule shall show the annual compensation for evaluated hours of required service per week, up to and including 48 hours, based on the compensation for a 42-mile route (equivalent to: PS-5, 5 days, 40 hours per week) established by the RCS Schedule as the compensation of an evaluated 40-hour week. Compensation for required evaluated service in excess of 40 hours per week shall be valued at 1½ the hourly rate of the 40-hour per week rate to determine annual compensation on routes where the required evaluated service exceeds 40 hours, but does not exceed 48 hours per week.
- b. **Heavy Duty Compensation**—Heavy duty compensation will be authorized on the basis of evaluated time as determined by the office and route time standards, after subtracting any relief time.
- c. **Count Period**—The official annual evaluation of a route to determine eligibility for heavy duty compensation or elimination of or adjustment in heavy duty compensation shall be conducted during the last two full weeks in September. Whenever a carrier represents that certain unusual conditions or special services were not reflected in the latest evaluation, the evaluated time may be adjusted by an appropriate allowance as determined by the Employer. Such additional allowance may be authorized only when the carrier's actual work time exceeds the current evaluated time for the route.
- d. **Relief Days**—Assistance in the form of relief days on heavy duty routes, except during the Christmas period, will be provided only when the evaluated time exceeds 48 hours per week. Routes evaluating between 48:33 and 52:54 hours will be relieved for one full day every other week (classified as "J" routes), except that at the written request of the carrier within 3 days following notification of the evaluation of the route, a relief day will be provided every week (classified as "K" routes). Such election may be made by the carrier following an annual count, a special count or an interim salary adjustment. Routes in excess of 52:54 hours will be relieved for one full day each week. When such relief is provided, the rural carrier's compensation will be on the basis of the remaining hours of required evaluated service per week. No relief day(s) will be provided if the result is a salary change to an amount less than the salary

established under the Rural Carrier Schedule, based on miles of route.

- e. **When Substitute Unavailable On Relief Day**—When the substitute rural carrier is unavailable for service on the scheduled relief day, the regular carrier, if mutually agreeable between him and the installation head, may serve his assigned route provided another day is scheduled within the next 8 weeks.
- f. **When Holiday Falls On Relief Day**—When a holiday falls on the relief day of a heavy duty carrier, he shall be granted the preceding workday as the holiday.
- g. **Overburdened Routes**—On an overburdened route, auxiliary assistance shall be provided promptly for the evaluated route hours or the actual carrier hours, whichever is less, in excess of 57:36. Auxiliary assistance is only a temporary means of providing relief and permanent relief will be arranged as soon as practicable.
- h. **Changes in Compensation**—Changes in compensation due to eligibility for adjustment, or loss of heavy duty compensation as determined by the annual evaluation shall be effected at the beginning of the second pay period of November. Changes in compensation based on special evaluations shall be effected at the beginning of the second pay period in the calendar month following the special evaluation.
- i. **Substantial Service Changes**—When substantial service changes occur, an increase or decrease of 2 full hours (120 minutes) in the evaluation of a rural route as determined by the formula in this paragraph which indicate possible eligibility for, or adjustment of heavy duty compensation, the Employer shall promptly adjust the route evaluation and shall make a prompt adjustment in the compensation. Such interim adjustment shall be made by application of a formula based upon (1) the box factor multiplied by the boxes added or subtracted to the route since the last evaluation and (2) the changes in miles multiplied by the appropriate factor.
- j. **Special Counts**—When the substantial service change is four (4) hours (240 minutes) or more or when unusual circumstances have negated the validity of a mail count, a special two-week count shall be taken at the initiative of the Employer or in response to a justifiable request from the carrier on the affected route.
 - (1) The special mail count, based on a substantial service change, must be made during the last two full weeks of the first month following the effective date of the interim adjustment except during the months of August and December.

If a holiday occurs within the last two full weeks of such month, the count shall be moved to the same period of the following month.

- (2) Special two-week mail counts, based on unusual circumstances, will be made during the first mutually agreeable average-volume period.
 - (3) Changes in compensation will be made in accordance with Paragraph h of this Section. When the special count coincides with the annual count, the change in compensation shall be in accordance with the provisions for a special count.
- k. **Seasonal Route**—A seasonal route is a route on which the evaluated weekly hours of required service are substantially increased as a result of an increase in the families served during a specified period each year. These routes are generally located in resort or vacation areas. The following steps will be followed in determining the heavy duty adjustment for the abnormal period or periods:
- (1) Make an interim adjustment as outlined in Paragraph i of this Section. The interim adjustment should be effected on the date the seasonal service begins.
 - (2) Conduct a special mail count during the first month following the effective date of the interim adjustment. Adjust the heavy duty compensation as outlined in Paragraph h of this Section.
 - (3) It is not necessary to conduct a mail count at the end of the seasonal period unless a substantial service change has occurred during the normal period of the year. At the end of the seasonal period the route will revert to the hours determined by the latest annual count or latest count conducted during the normal period of the year.
 - (4) If the rural carrier on a seasonal route represents that the provisions of subparagraphs (1) through (3) above do not provide an accurate reflection of his route, he may request the Employer to adjust his evaluated time by an appropriate allowance as provided in Paragraph c of this Section.
- l. **Temporary Route Deviations**—Any temporary route deviations of more than 30 calendar days duration shall be added to the evaluation and the salary shall be adjusted accordingly. Upon termination of the deviation, the route evaluation shall be adjusted to its former status. No special count shall be made either at the beginning or ending of the deviation. All salary changes will become effective at the beginning of the first pay period following completion of the first 30 days of the detour and at the beginning of the first pay period after the deviation is terminated.
- m. **Recurring Work Duties**—When daily recurring work duties other than traditional service functions are added to or removed from a route after the latest route evaluation, the Employer shall promptly determine time requirements for such added or removed duties and authorize any appropriate adjustment of heavy duty compensation.

- n. **Administrative Errors**—Any administrative error which results in underpayment of a rural carrier (except remeasurement) will be retroactively corrected, unless the rural carrier knew or should reasonably have known of the error and failed to notify the Employer within two weeks.
- o. **When Substitute Pay Less On Heavy Duty Than RCS**—When the pay rate of the substitute rural carrier on a heavy duty route is less than the pay rate for his step under the RCS Schedule, he shall receive the pay rate for his step under the RCS Schedule.

Section 3. Equipment Maintenance Allowance

The following provisions will determine the payment of Equipment Maintenance Allowance except when a vehicle is provided by the Employer pursuant to the Memorandum of Understanding between the parties on this subject. In such a case, the employee will not be entitled to Equipment Maintenance Allowance.

- a. **Vehicle Equipment**—Rural carriers shall furnish all necessary vehicle equipment for prompt handling of the mail. For each day on which a rural carrier or his replacement receives pay in active duty status as a rural carrier he shall be paid for equipment maintenance allowance for the day determined from the applicable schedule.
- b. **Rate of E.M.A.**—Equipment maintenance allowance shall be paid at the rate of 17 cents per mile or major fraction of a mile scheduled per day or \$6.80, whichever is greater, effective July 21, 1975. A one cent (1¢) per mile increase shall become effective July 21, 1976 and 40¢ increase on the minimum rate.
- c. **Special E.M.A. Chart**—To supplement the allowances above for those rural routes having a large number of stops in relation to the number of miles, a special E.M.A. schedule shall be established as shown at the end of this Article. The chart will be adjusted accordingly as subsequent changes in the rate per mile become effective.
- d. **Auxiliary Assistance and Auxiliary Rural Carrier**—A rural carrier craft employee who is employed as an auxiliary assistant or as an auxiliary rural carrier shall provide his own vehicle and in addition to his compensation shall be paid an equipment maintenance allowance of 17 cents per mile or a minimum of \$1.60 per hour, whichever is greater. As the E.M.A. increases, an additional 5 cents per hour shall be added to the daily rate for each 1 cent increase per mile.
- e. **Temporary Deviations**—In the event of a temporary deviation, an increase in the equipment maintenance allowance will be authorized if the total miles traveled, including deviations, exceed 40 miles.

Section 4. Christmas Allowances and Procedures

During the Christmas period, which begins on the first Monday of

December and terminates as specified in the Employer's Christmas Postal Bulletin, the following provisions will apply:

a. Non-Heavy Duty Carriers

- (1) Non-heavy duty carriers who normally work less than 35 hours per week shall be given auxiliary assistance sufficient to limit their work week to 60 hours.
- (2) Non-heavy duty carriers who normally work more than 35, but less than 40 hours per week, **should, if practicable**, be given auxiliary assistance sufficient to limit their work week to 48 hours. **Compensation for hours of required service in excess of 48 per week shall be at the overtime rate (150% of PS-5, carrier's attained step).**
- (3) Non-heavy duty carriers who normally work more than 40 hours per week **should, if practicable**, be granted sufficient auxiliary assistance to maintain their normal schedule.

Compensation for hours of required service in excess of their normal schedule shall be at the overtime rate (150% of PS-5, carrier's attained step). In no case shall carriers be provided additional compensation unless service is performed beyond the equivalent hours for which they are compensated on the Rural Carrier Schedule.

b. Heavy Duty Carriers

- (1) **For all hours actually worked in excess of the evaluated hours of the route, heavy duty carriers shall be paid additional compensation at the appropriate rate for their step in PS-5 for those hours within the 40-hour work week and at the appropriate overtime rate for those hours in excess of 40, or evaluated hours, whichever is greater.**
- (2) **Assistance on Relief Day—When the needs of the service require, a regular rural carrier serving a route where a relief day is authorized may be offered employment on his scheduled relief day as an auxiliary rural carrier in dual employment capacity. Such carrier shall be compensated at the appropriate overtime rate of the PS-5 level in the carrier's attained step.**

c. Substitute Rural Carriers

- (1) **Substitute on a Vacant Route—A substitute rural carrier serving full-time on a vacant route or where the regular carrier is on leave shall qualify for auxiliary assistance and/or overtime compensation in the same manner as a regular carrier during the Christmas period.**
- (2) **Substitute Serving As Auxiliary Assistant—The substitute rural carrier shall be compensated at his attained step (PS-5) when serving as an auxiliary assistant or on an auxiliary route.**

- d. Special Delivery Fees—Special Delivery fees will be paid during the Christmas period except for a day or days on which a rural**

carrier receives additional compensation for service performed in excess of the evaluated hours for the route.

Section 5. Pouch Mail

Additional compensation will be provided to rural carriers and their replacements for carrying pouch mail for each stop at an office so served in accordance with the following schedule, except that no rural carrier on the Heavy Duty Schedule shall receive less than would be provided if a 5-minute daily allowance were added to his evaluation for each stop at an office so served.

- a. Under 50 pounds (average daily weight)-no allowance
- b. 50-75 pounds —\$76.00 to \$124.00 per annum
- c. 75-100 pounds —\$124.00 to \$160.00 per annum
- d. 100-150 pounds—\$160.00 to \$184.00 per annum.

Section 6. Training Pay

- a. **A newly appointed rural carrier craft employee will be allowed a reasonable period with pay to familiarize himself with the route and become proficient.**
- b. When involuntary reassignments of rural carriers occur, the carrier may be scheduled for familiarization training on the new route, on the clock, as follows:
 - (1) new route under 30 hours evaluation: 1 day
 - (2) Addition of 301 or more boxes—2 days.
- c. **When a regular rural route is substantially changed by major additions of territory, the regular rural carrier serving such route shall be scheduled for on-the-clock familiarization training on the basis of the following:**
 - (1) Addition of 100 to 300 boxes—1 day
 - (2) Addition of 301 or more boxes—2 days.

B. WORKING RULES FOR RURAL CARRIERS

1. **Even Flow of Mail—During any mail count, the Employer shall make every effort to insure that mail is processed as usual.**
2. **Space and Working Conditions—A reasonable amount of space and adequate working conditions consistent with the capacity of the facility shall be provided each rural carrier to prepare mail for delivery.**
3. **Non-Conforming Boxes—A rural carrier may not be required to serve a box which does not conform to the Employer's delivery standards.**
4. **Roads and Approaches—Rural carriers shall be required to provide service to all customers on their assigned routes. The Employer shall be kept informed on road conditions on rural routes and shall endeavor to obtain cooperation from highway**

officials and customers in keeping roads passable and in good repair and approaches to boxes opened.

5. **Route Remeasurement**—Rural routes shall be remeasured upon request of the rural carrier or when the Employer determines it necessary. The rural carrier assigned to the route has the right to be present in a non-pay status at the remeasurement.
6. **Lunch Break—Regular and substitute rural carriers may stop for not more than 30 minutes for lunch. If carriers stop for lunch, the exact time used must be recorded.**
7. **Scheduling**—Scheduling is the responsibility of the Employer. Schedules shall be realistic, based upon the receipt and availability of the mail, the route evaluation, and other related service considerations. The rural carrier will receive reasonable advance notice when the schedule is to be changed.
8. **Acts of God**—When Acts of God prevent an employee from performing his duty, the Employer may authorize administrative leave. Equipment maintenance allowance will be paid for each service day a rural carrier reports to the post office and is scheduled to perform delivery. If the carrier fails to serve all or any portion of his route due to lack of proper endeavor or any failure for which the carrier is responsible, appropriate deductions from salary and equipment maintenance allowance will be made based on miles omitted.
9. **Turning in Mail and Funds**—Rural carriers will turn in all mail and funds upon their return from the route. Normally, the Employer will arrange for hand-to-hand transfer of accountability. However, the Employer may provide other suitable methods for relieving the carrier of accountability. In either event, the rural carrier's liability shall be determined as specified in Article XXVIII, Employer Claims.
10. **Carrier's Rights in Route Adjustments**—A rural carrier shall be notified in advance of any route adjustments and afforded the opportunity to submit comments in writing. The comments will be considered as a factor when such adjustments are under consideration and before any decision is made. Substantial route adjustments must be approved at a level higher than the installation and if requested in writing, will be reviewed at the regional level.
11. **Affixing Stamps**—During the month of December, the rural carrier shall not be required to affix stamps to letter mail and greeting cards placed in a rural box for collection. During the remainder of the year, every effort should be made to urge rural customers to affix stamps to letter mail; the rural carrier shall not be required to affix stamps to more than a reasonable number of pieces of letter-size mail from a box.
12. **Saturday Leave**—The approved absence on a Saturday of a rural carrier or a substitute rural carrier in a leave earning capacity, which occurs within or at the beginning or end of a pe-

riod of annual or sick leave shall be without charge to such leave or loss of compensation provided:

- a. There are 5 or more days of annual or sick leave within the period; or
 - b. There are 4 or more days of annual or sick leave plus a holiday (see Article XI) within the period. If a holiday falls on Saturday, which is a scheduled work day, absence on the preceding Friday shall be without charge to leave. If the leave period is for less than 4 days, absence on Friday shall be charged to leave.
 - c. Interruption during the approved period of annual or sick leave by one day of court leave due to circumstances beyond the employee's control shall not disqualify the carrier for coverage as provided in "a" or "b" above.
 - d. **Upon request, a rural carrier shall be granted annual leave or leave without pay on Saturday, at the carrier's option, provided a substitute rural carrier is available for replacement.**
13. **Roster of Customers**—When the rural carrier is required to maintain a roster of customers, this roster shall be maintained, at the carrier's option, on either a loose-leaf binder form or a card index form.
 14. **S.F. 46 Examination**—When an employee in the rural carrier craft is required to be absent from his duties to take a driving examination for an SF-46, he shall not be charged with leave for the day.
 15. **Use of Seat Belts**—The Employer's current national policy on the use of seat belts by rural carriers will be continued unless changed pursuant to the provisions of the National Agreement.
 16. **Contract Service**—No expansion of the Employer's current national policy on the use of contract service in lieu of rural carriers will be made except through the provisions of Article XXXII, Subcontracting, which are intended to be controlling. The parties recognize that individual problems in this area may be made the subject of a grievance under the provisions of Article XV.

C. SUBSTITUTE AND AUXILIARY RURAL CARRIERS

The applicable provisions of Article XLII as specifically pertaining to substitute and auxiliary rural carriers contain the exclusive terms and conditions of employment for substitute and auxiliary rural carriers.

Section 1. Appointment and Probationary Period

Substitute rural carriers are selected by the Employer. The Employer shall make every effort to see that substitute rural carriers are appointed expeditiously when needed.

- a. The probationary period for a substitute rural carrier shall be 90 days actually worked or one calendar year, whichever comes

first. All other applicable provisions of Article XII, Section 1 shall apply.

- b. A change from substitute rural carrier to regular rural carrier shall not interrupt or otherwise change the running of the time counted toward completion of the probationary period.

Section 2. Assignment to More Than One Route

- a. When necessary or desirable, a substitute may be appointed to more than one but not more than three routes. Current policies and practices shall continue to prevail in the permanent assignment of substitutes to more than one route.
- b. Not more than one substitute rural carrier will be appointed for each rural route.
- c. However, when a regular rural carrier is on extended leave without pay for National Rural Letter Carriers' Association official business, the substitute serving the route of such a rural carrier shall be entitled to a leave replacement employee who shall have the same rights and benefits as a substitute, except that such employee shall not be eligible to bid or apply for a regular route. Such employment shall terminate upon return of the regular rural carrier from the extended leave.

Section 3. Emergencies

In emergencies when the services of a substitute rural carrier are not available, another qualified employee may be designated by the Employer.

Section 4. Reassignment to Another Office

A substitute rural carrier may be reassigned from one office to another provided a vacancy exists in the substitute rural carrier ranks at the office to which reassigned. Such reassignment shall be considered an in-service placement and no examination shall be required.

Section 5. Compensation

Substitute rural carriers shall have their salary determined in accordance with Article IX and Part A of this Article XLII. All previous continuous service as auxiliary rural carrier or substitute rural carrier shall be counted in determining step placement.

- a. Any hours worked by auxiliary rural carriers or substitute rural carriers serving as auxiliary assistants in excess of 40 hours per week shall be at an overtime rate.
- b. A substitute rural carrier shall be compensated at his attained step (PS-5) when serving as an auxiliary assistant or on an auxiliary route.
- c. Auxiliary rural carriers shall earn steps in the same manner as regular and substitute rural carriers.

Section 6. Fringe Benefits

Articles X and XXI shall apply to substitute rural carriers only to the

extent of maintaining their current benefit levels, if any, except as provided in Section 13.

Section 7. Financial Liability

A substitute rural carrier or auxiliary rural carrier shall have any financial liability determined in accordance with Article XXVIII, Employer Claims.

Section 8. Grievance—Arbitration—Substitutes

Article XVI (Disciplinary Procedure) shall apply to substitute rural carriers, and they shall have access to Article XV (Grievance-Arbitration Procedure) to appeal a disciplinary action or an alleged violation of the applicable provisions of Article XLII.

Section 9. Grievance—Arbitration—Auxiliary

Auxiliary rural carriers shall have access to the grievance procedure to appeal an alleged violation of the applicable provisions of Article XLII.

Section 10. Non-Discrimination

Article II shall apply to substitute rural carriers and auxiliary rural carriers.

Section 11. Filling An Auxiliary Route

- a. When an auxiliary route is to be filled, the route will be offered to substitute rural carriers in the order of the longest continuous period of service as a substitute rural carrier at that office.
- b. The person appointed shall be given a dual appointment as a substitute rural carrier and an auxiliary rural carrier.
- c. The substitute shall continue to serve as the leave replacement for the carrier on the regular rural route to which the substitute is assigned.
- d. When the substitute is serving his assigned regular route as a leave replacement to the regular carrier, the installation head shall select another qualified person to serve the auxiliary route.
- e. When an auxiliary route is created in part or in whole from territory formerly served by another post office and no substitute is available in the office from which the auxiliary route emanates, the route will be offered to the substitute rural carriers in the office from which the territory was taken in accord with "a" above.

Section 12. Relief Day On Vacant J and K Routes

When a substitute rural carrier is serving full-time on a vacant route or during the extended absence of the regular carrier, a relief day shall be granted, in the case of a J route or a K route, if requested.

Section 13. Leave

Substitute rural carriers shall earn leave benefits when serving a vacant route, or when serving the route during the extended absence of

the regular carrier in excess of 90 days. Sick leave shall be earned from the first pay period. On the 91st day, the substitute shall be credited with annual leave for the first 90 days.

Section 14. Breaking Ties for Rural Carrier Substitutes

When the "longest period of service" becomes a factor, a tie shall be broken by the applicable provisions of Part D, Section 2 of Article XLII.

Section 15. Excess Substitute Determination

In the event a rural route at an office is eliminated for any reason, and there is an excess of substitute rural carriers at the office, the substitute rural carrier having the shortest period of continuous service in the office as a substitute shall be terminated.

D. RURAL CARRIER SENIORITY

Section 1. Accruing Seniority

Rural carrier seniority begins to accrue **with appointment as a regular rural carrier** and continues to accrue while service is uninterrupted in the same post office.

Section 2. Breaking Ties

- a. When two or more rural carriers are appointed from a register of eligibles on the same date, seniority is determined according to standing on the register.
- b. **If the above does not break the tie, the following, in the order listed, shall be the determining factors. In each instance, continuous service shall be considered before non-continuous service.**
 - (1) Length of service as regular rural carrier;
 - (2) Length of service as substitute rural carrier;
 - (3) Length of service as a career postal employee;
 - (4) Earliest service computation date;
 - (5) Earliest date of birth.

Section 3. Relative Seniority Upon Reassignment

- a. A rural carrier who is involuntarily reassigned to a rural carrier position at another post office retains his seniority for bidding on existing vacancies and on future vacancies.
- b. When a rural carrier is involuntarily reassigned to another craft either in his post office or another office his seniority is one day junior to the seniority of the junior full-time employee in the craft to which reassigned or his rural carrier seniority, whichever is less.
- c. Whenever a senior rural carrier elects to be reassigned in lieu of a junior carrier subject to reassignment, such carrier takes the seniority of the junior carrier.
- d. Whenever a rural carrier voluntarily transfers to a rural carrier position in another post office, such as a mutual exchange or as

the result of applying for a rural carrier vacancy, such carrier begins a new period of seniority in the new office. Such employee has no retreat rights or seniority protection.

- e. When a rural vacancy is filled by voluntary transfer of a rural carrier in accordance with Part E, Posting, Section 2, Paragraphs c(5) and c(7), seniority for filling the position will be determined on the basis of total service as a regular rural carrier.
- f. When a rural carrier exercises the retreat rights provided by Part F, Reassignments, Section 4, he shall regain his former seniority at that office upon his return, augmented by his intervening employment in the other office.
- g. When two or more rural carriers have been involuntarily reassigned to another craft at another office or to a rural carrier vacancy at another office, retreat rights to the first residual rural carrier vacancy at the former office or in accordance with Part F, Reassignments, Section 4, shall be determined by the rural carrier seniority taken to the office to which transferred, augmented by intervening employment in the other office.
- h. **When there is an excess of rural carriers in an office, for any reason, the junior rural carrier will be considered excess and subject to reassignment.**

E. RURAL CARRIER POSTING

Section 1. Posting Requirements

- a. All rural carriers in a post office, including stations and branches, shall have an opportunity to bid for posted routes. The notice shall identify the route number, length, and heavy duty classification (if any) etc., and shall be posted for 10 calendar days.

A copy of the notice shall be given to the certified steward of the local Union. When an absent employee has so requested in writing, stating his mailing address, a copy of any notice inviting bids from his craft shall be mailed to him by the installation head. This provision shall also apply to substitute rural carriers.

- b. The posted route shall be awarded within 10 days to the senior qualified bidder. He shall be placed in the new assignment within 21 days of being designated the successful bidder, except in the month of December.
- c. When there is more than one rural route at a post office, posting is required as follows:
 - (1) Post a route established to provide a new rural delivery service.
 - (2) Post a vacant route which is not absorbed by consolidation or other service adjustments.
 - (3) Post rural routes which have been changed (by either adding or subtracting territory) as a result of consolidation with other rural routes and/or conversion to city delivery service. **This provision applies only when there are fewer**

rural routes remaining within the affected offices following such consolidation and/or conversion to city delivery service.

- (4) When two rural carriers of different post offices agree upon a mutual exchange of offices, and if both installation heads involved approve, the position currently occupied and to be vacated by each rural carrier will be posted for bid within each of the respective offices. **In any such posting of routes any carrier having retreat rights shall be given the opportunity to bid.**
- d. Newly established rural routes resulting from the relief of one or more overburdened routes, shall be counted and officially evaluated before posting.
- e. If an imminent route adjustment is contemplated, such adjustment shall be effected before the route is posted.
- f. When an auxiliary rural route reaches an evaluation of 35 hours it will normally be converted to a regular route and be filled in accordance with existing procedures.

Section 2. Assignment Procedures

- a. The initial assignment of a new rural carrier in an office is to the residual route left vacant after required posting.
- b. When it has been determined to fill a rural carrier vacancy,
 - (1) first consideration shall be given to **a rural carrier having retreat rights to that office;**
 - (2) consideration shall then be given to the reassignment of an excess rural carrier from another office within 100 miles.
 - (3) **In both instances, such carrier will bid with other carriers at the office for the posted vacancy based upon the seniority of the carrier.**
- c. The following shall be the order of consideration when no rural carrier is reassigned from another office pursuant to **Paragraph b of this Section.**
 - (1) Post the route for all rural carriers at the vacancy post office, including stations and branches, in accordance with Section 1 of this Part.
 - (2) **The residual vacancy shall be posted to the substitute rural carriers at the post office where the vacancy exists. The vacancy shall be awarded to the substitute rural carrier applicant having accrued the longest period of continuous service as a substitute rural carrier in that office, unless another substitute rural carrier applicant is deemed to be substantially better qualified.**
 - (3) If there is no qualified applicant, post the vacancy for full-time career employees at the post office where the vacancy exists.
 - (4) If the vacancy still exists, it shall be posted to part-time em-

ployees in other crafts in the office where the vacancy exists.

- (5) If the vacancy still exists, post the vacancy for rural carriers serving routes within the county, parish or like State government subdivision in which the vacancy office is located.
- (6) If the vacancy still remains unfilled, post it for other career employees in any post office within the county, parish or like State government subdivision in which the vacancy office is located.
- (7) If the vacancy is still not filled, post it for any rural carrier serving a route from any post office in the same sectional center as the vacancy office.
- (8) If still not filled, post the vacancy for other career employees assigned to any post office in the same sectional center as the vacancy office.
- (9) If still not filled, make selection from register of eligibles established through open, competitive examination.
- d. When a rural carrier vacancy is **posted for regular rural carriers** in accordance with Section 2, Paragraph c(1) of this Part, it shall be posted for 10 days at the vacancy office.
- e. **When the residual rural carrier vacancy is posted to other employees in the office in accordance with Section 2, Paragraphs c(2), (3) and (4), it shall be posted for 10 days at the vacancy office. The notice shall clearly state the category of employees for whom the route is posted and the order of consideration as specified in this Section.**
- f. If the vacancy is not filled under Section 2, Paragraphs c(1) through c(4) and the area of consideration is expanded as necessary in accordance with Section 2, Paragraphs c(5) through c(8), a notice shall be posted for 10 days at each office circularized at the time. The notice shall clearly state that rural carriers will be considered first, then other applicants, in each of the areas of consideration.
- g. The posted notice shall give the number of the vacant route, length, heavy duty **classification**, if any, and physical and other requirements, including possession of a valid State driver's license and the need to secure an SF-46 before appointment. The notice should state to whom the application is to be sent and the deadline for receipt of applications.

F. REASSIGNMENTS—RURAL CARRIERS

Section 1. General Reassignments

- a. When, for any reason other than consolidation of routes, there is an excess of rural carriers in an installation, the junior rural carrier will be reassigned to offices within 100 miles of the installation with existing rural carrier vacancies. If more than one such office exists, the carrier will be given his choice. If no such offices exist, then reassign the carrier to existing vacancies for

which he is qualified in other crafts within the installation. If unable to reassign the carrier within the installation, then attempt to reassign him to vacancies for which he is qualified in other crafts in offices within 100 miles. A senior rural carrier may elect to be reassigned in lieu of any junior carrier subject to reassignment.

- b. When a rural route, or a substantial portion thereof, is transferred from one post office to another, the incumbent has the option of being reassigned to the office(s) to which his territory is assigned, provided a vacancy exists. Should the rural carrier elect to be reassigned with his route, or a substantial portion thereof, such reassignment shall be considered involuntary and he retains his seniority in accordance with Part D, Section 3, Paragraph a. If the incumbent does not elect to be reassigned with his route, the junior rural carrier will be involuntarily reassigned with the route with his seniority; however, any senior rural carrier may elect to be reassigned in lieu of the junior carrier with the seniority of the junior carrier in accordance with Part D, Section 3, Paragraph c.

Section 2. Conversion to City Delivery

- a. At a post office having only one rural route, and that route is converted to city delivery, the rural carrier shall have the option of being assigned to the new city route or being reassigned under the provisions of **Part F, Section 1, Paragraph a.**
- b. When there is more than one rural route at a post office and any part of the rural delivery area is converted to city delivery, necessitating the elimination of a rural route, and there is no rural route vacancy, the junior carrier shall have the option of being assigned to the new city delivery route or being reassigned under the provisions of **Part F, Section 1, Paragraph a.** Any senior rural carrier, however, may elect to be reassigned in lieu of the junior carrier.

Section 3. Route Consolidations

Rural route consolidations will be handled under the following provisions:

- a. All vacant routes will be considered for consolidation. **All routes within one office may be considered for route consolidation if a vacancy exists or if no carrier will be excessed from the rural carrier craft in the installation as a result of the consolidation, except as provided in b(1) below.**
- b. Consolidations, resulting in excess rural carriers, may take place under the following:
 - (1) Consolidations of encumbered routes currently evaluating to less than 26 hours may be made and the excess carrier will be reassigned to offices with rural vacancies within 100 miles, or to vacancies in full-time positions in other crafts in his own office.

- (2) Consolidations of encumbered routes currently evaluating 26 hours but less than 32 hours may be made and the excess carrier will be reassigned to offices with rural vacancies within 40 miles.

- c. **No rural carrier may be excessed through a consolidation of rural routes from an office having no routes evaluated at less than 32 hours.**
- d. In all consolidations of encumbered rural routes, the following will apply:
 - (1) In normal circumstances, the most substandard routes within the same area will be consolidated first.
 - (2) In any consolidation, dislocation and inconvenience to rural carriers will be kept to a minimum.
 - (3) In any consolidation, current evaluation of the route shall not be the sole consideration; other factors which must be considered include, but are not limited to, terrain, type of roads, actual time needed to serve the route throughout the year, and the impending retirement of the rural carrier on the route, or other routes involved in the consolidation.
- e. **Whenever consolidation of rural routes is planned, the affected rural carriers must be given adequate notice under the following provisions:**
 - (1) The rural carrier shall be notified of planned consolidation(s) affecting his route, and shall be given an opportunity to submit his comments and suggestions in writing at least 10 days before a final decision is made. In the event there is a consolidation in the absence of a vacancy, prior to such consolidation the matter will be reviewed at the regional level.
 - (a) The rural carrier to be reassigned will be notified of all offices with vacant routes in his sectional center. Normally, he will choose one of these because of their close proximity.
 - (b) If he is not satisfied with the choices provided in (a), he may choose any office within 100 miles which he knows has a vacant route.
 - (c) In the event he is dissatisfied with the choices provided in (a) and (b), he may request his installation head to ascertain what vacancies exist in offices within 100 miles in any specific sectional center in which he is interested.
- f. **If the consolidation (or conversion to city delivery) results in the reassignment of an excess carrier, the following provisions shall also apply:**
 - (1) **When two or more rural carriers are notified of the same vacant routes, the carrier having the longest period of service as a rural carrier shall have first choice for reassignment to any office with vacant routes within the appropriate area.**

- (2) A reassigned rural carrier shall receive moving, mileage and per diem, and reimbursement for movement of household goods, as appropriate. Payment will be governed by the travel regulations as set forth in USPS Methods Handbook M-9, Travel.

Section 4. Retreat Rights

- a. A reassigned rural carrier may exercise retreat rights when a vacancy occurs at the original office or in any office to which territory from the original office was transferred. Requests for retreat rights must be filed at the time of reassignment.
- (1) Acceptance or rejection of a vacancy in one of the offices to which territory from the original office was transferred shall not forfeit the employee's right to return to the original office when a vacancy occurs there.
- (2) A rural carrier who is reassigned to an office to which territory from the original office was transferred has retreat rights only to the original office, except that a rural carrier whose original office has no remaining rural routes, shall have retreat rights to any other office to which territory from the original office was transferred. Such carrier may only exercise retreat rights one time.
- b. A rural carrier who was involuntarily reassigned to another craft in his office, for any reason, must be returned to the first rural carrier vacancy which occurs at that post office. Upon return, the employee regains seniority previously attained in the craft augmented by intervening employment in the other craft.

RURAL CARRIER SCHEDULE, EFFECTIVE THE PAY PERIOD BEGINNING JULY 21, 1975

	1	2	3	4	5	6	7	8	9	10	11	12
Fixed compensation	\$7,386	\$7,561	\$7,736	\$7,911	\$8,086	\$8,261	\$8,436	\$8,611	\$8,786	\$8,961	\$9,136	\$9,311
(Does not include COLA)												
For each mile of 1st 30 miles of route	\$ 119	\$ 121	\$ 123	\$ 125	\$ 127	\$ 129	\$ 131	\$ 133	\$ 135	\$ 137	\$ 139	\$ 141
For each mile of route over 30	\$28.50	\$28.50	\$28.50	\$28.50	\$28.50	\$28.50	\$28.50	\$28.50	\$28.50	\$28.50	\$28.50	\$28.50

MILES	STOPS														STOPS	
	260	280	300	320	340	360	380	400	420	440	460	480	500	520	540	
8						\$6.90	\$7.00	\$7.10	\$7.20	\$7.30	\$7.40	\$7.50	\$7.60	\$7.70	\$7.80	
9					\$6.90	7.00	7.10	7.20	7.30	7.40	7.50	7.60	7.70	7.80	7.90	
10				\$6.90	7.00	7.10	7.20	7.30	7.40	7.50	7.60	7.70	7.80	7.90	8.00	
11			\$6.90	7.00	7.10	7.20	7.30	7.40	7.50	7.60	7.70	7.80	7.90	8.00	8.10	
12		\$6.90	7.00	7.10	7.20	7.30	7.40	7.50	7.60	7.70	7.80	7.90	8.00	8.10	8.20	
13	\$6.90	7.00	7.10	7.20	7.30	7.40	7.50	7.60	7.70	7.80	7.90	8.00	8.10	8.20	8.30	
14	7.00	7.10	7.20	7.30	7.40	7.50	7.60	7.70	7.80	7.90	8.00	8.10	8.20	8.30	8.40	
15	7.10	7.20	7.30	7.40	7.50	7.60	7.70	7.80	7.90	8.00	8.10	8.20	8.30	8.40	8.50	
16	7.20	7.30	7.40	7.50	7.60	7.70	7.80	7.90	8.00	8.10	8.20	8.30	8.40	8.50	8.60	
17	7.30	7.40	7.50	7.60	7.70	7.80	7.90	8.00	8.10	8.20	8.30	8.40	8.50	8.60	8.70	
18	7.40	7.50	7.60	7.70	7.80	7.90	8.00	8.10	8.20	8.30	8.40	8.50	8.60	8.70	8.80	
19	7.50	7.60	7.70	7.80	7.90	8.00	8.10	8.20	8.30	8.40	8.50	8.60	8.70	8.80	8.90	
20	7.60	7.70	7.80	7.90	8.00	8.10	8.20	8.30	8.40	8.50	8.60	8.70	8.80	8.90	9.00	
21	7.70	7.80	7.90	8.00	8.10	8.20	8.30	8.40	8.50	8.60	8.70	8.80	8.90	9.00	9.10	
22	7.80	7.90	8.00	8.10	8.20	8.30	8.40	8.50	8.60	8.70	8.80	8.90	9.00	9.10	9.20	
23	7.90	8.00	8.10	8.20	8.30	8.40	8.50	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	
24	8.00	8.10	8.20	8.30	8.40	8.50	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	
25	8.10	8.20	8.30	8.40	8.50	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	
26	8.20	8.30	8.40	8.50	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	
27	8.30	8.40	8.50	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	
28	8.40	8.50	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	
29	8.50	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	9.90	
30	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	9.90	10.00	
31	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	9.90	10.00	10.10	
32	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	9.90	10.00	10.10	10.20	
33	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	9.90	10.00	10.10	10.20	10.30	
34	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	9.90	10.00	10.10	10.20	10.30	10.40	

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MILES	STOPS														STOPS	
	560	580	600	620	640	660	680	700	720	740	760	780	800	820	840	
8	\$7.90	\$8.00	\$8.10	\$8.20	\$8.30	\$8.40	\$8.50	\$8.60	\$8.70	\$8.80	\$8.90	\$9.00	\$9.10	\$9.20	\$9.30	
9	8.00	8.10	8.20	8.30	8.40	8.50	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	
10	8.10	8.20	8.30	8.40	8.50	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	
11	8.20	8.30	8.40	8.50	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	
12	8.30	8.40	8.50	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	
13	8.40	8.50	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	
14	8.50	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	9.90	
15	8.60	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	9.90	10.00	
16	8.70	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	9.90	10.00	10.10	
17	8.80	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	9.90	10.00	10.10	10.20	
18	8.90	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	9.90	10.00	10.10	10.20	10.30	
19	9.00	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	9.90	10.00	10.10	10.20	10.30	10.40	
20	9.10	9.20	9.30	9.40	9.50	9.60	9.70	9.80	9.90	10.00	10.10	10.20	10.30	10.40	10.50	
21	9.20	9.30	9.40	9.50	9.60	9.70	9.80	9.90	10.00	10.10	10.20	10.30	10.40	10.50	10.60	
22	9.30	9.40	9.50	9.60	9.70	9.80	9.90	10.00	10.10	10.20	10.30	10.40	10.50	10.60	10.70	
23	9.40	9.50	9.60	9.70	9.80	9.90	10.00	10.10	10.20	10.30	10.40	10.50	10.60	10.70	10.80	
24	9.50	9.60	9.70	9.80	9.90	10.00	10.10	10.20	10.30	10.40	10.50	10.60	10.70	10.80	10.90	
25	9.60	9.70	9.80	9.90	10.00	10.10	10.20	10.30	10.40	10.50	10.60	10.70	10.80	10.90	11.00	
26	9.70	9.80	9.90	10.00	10.10	10.20	10.30	10.40	10.50	10.60	10.70	10.80	10.90	11.00	11.10	
27	9.80	9.90	10.00	10.10	10.20	10.30	10.40	10.50	10.60	10.70	10.80	10.90	11.00	11.10	11.20	
28	9.90	10.00	10.10	10.20	10.30	10.40	10.50	10.60	10.70	10.80	10.90	11.00	11.10	11.20	11.30	
29	10.00	10.10	10.20	10.30	10.40	10.50	10.60	10.70	10.80	10.90	11.00	11.10	11.20	11.30	11.40	
30	10.10	10.20	10.30	10.40	10.50	10.60	10.70	10.80	10.90	11.00	11.10	11.20	11.30	11.40	11.50	
31	10.20	10.30	10.40	10.50	10.60	10.70	10.80	10.90	11.00	11.10	11.20	11.30	11.40	11.50	11.60	
32	10.30	10.40	10.50	10.60	10.70	10.80	10.90	11.00	11.10	11.20	11.30	11.40	11.50	11.60	11.70	

110

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111

EQUIPMENT MAINTENANCE ALLOWANCE (cont'd)

MILES	STOPS									
	860	880	900	920	940	960	980	1000		
8	\$9.40	\$9.50	\$9.60	\$9.70	\$9.80	\$9.90	\$10.00	\$10.10		
9	9.50	9.60	9.70	9.80	9.90	10.00	10.10	10.20		
10	9.60	9.70	9.80	9.90	10.00	10.10	10.20	10.30		
11	9.70	9.80	9.90	10.00	10.10	10.20	10.30	10.40		
12	9.80	9.90	10.00	10.10	10.20	10.30	10.40	10.50		
13	9.90	10.00	10.10	10.20	10.30	10.40	10.50	10.60		
14	10.00	10.10	10.20	10.30	10.40	10.50	10.60	10.70		
15	10.10	10.20	10.30	10.40	10.50	10.60	10.70	10.80		
16	10.20	10.30	10.40	10.50	10.60	10.70	10.80	10.90		
17	10.30	10.40	10.50	10.60	10.70	10.80	10.90	11.00		
18	10.40	10.50	10.60	10.70	10.80	10.90	11.00	11.10		
19	10.50	10.60	10.70	10.80	10.90	11.00	11.10	11.20		
20	10.60	10.70	10.80	10.90	11.00	11.10	11.20	11.30		
21	10.70	10.80	10.90	11.00	11.10	11.20	11.30	11.40		
22	10.80	10.90	11.00	11.10	11.20	11.30	11.40	11.50		
23	10.90	11.00	11.10	11.20	11.30	11.40	11.50	11.60		
24	11.00	11.10	11.20	11.30	11.40	11.50	11.60	11.70		
25	11.10	11.20	11.30	11.40	11.50	11.60	11.70	11.80		
26	11.20	11.30	11.40	11.50	11.60	11.70	11.80			
27	11.30	11.40	11.50	11.60	11.70	11.80				
28	11.40	11.50	11.60	11.70	11.80					
29	11.50	11.60	11.70	11.80						
30	11.60	11.70	11.80							
31	11.70	11.80								
32	11.80									

ARTICLE XLIII MAIL HANDLERS CRAFT

- Section 1. Seniority
- Section 2. Posting
- Section 3. Definition of a Section
- Section 4. Implementation of the Leave Program
- Section 5. Transfer Request
- Section 6. Local Policy on Telephones
- Section 7. Parking
- Section 8. Labor-Management Committee Meetings
- Section 9. Holidays
- Section 10. Mail Handler Watchmen
- Section 11. Local Implementation Format
- Section 12. Memorandum of Understanding
- Section 13. Inspection of Lockers
- Section 14. Local Distribution of Personnel Action Roster Notices

Section 1. Seniority

A. Introduction

1. The United States Postal Service and the National Post Office Mail Handlers, Watchmen, Messengers & Group Leaders Division of The Laborers' International Union of North America, AFL-CIO agree to the following seniority principles which replace all former rules, instructions, and practices.
2. This Article will continue relative seniority standings properly established under past principles, rules, and instructions and this Article shall be so applied. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule, or practice in support of the request.

B. Coverage

These rules apply to full-time and part-time fixed schedule employees. No employee, solely by reason of this Section shall be displaced from an assignment he gained in accord with former rules.

C. Responsibility

The installation head is responsible for the day-to-day administration of seniority. Installation heads will post a seniority list of mail handlers on all official bulletin boards for that installation. The seniority list shall be corrected and brought up to date quarterly.

D. Definitions

1. Craft Group

A craft group is composed of those positions for which the Union has secured exclusive recognition at the national level.

2. **Seniority Standing**

- a. Seniority for full-time employees is computed from the date of appointment in the craft and continues to accrue so long as service in the craft (regardless of level) and installation is uninterrupted, except as otherwise provided herein.
- b. Seniority for part-time fixed schedule employees is computed from date of appointment in this category of the work force and continues to accrue so long as service in the craft and category and installation is uninterrupted.

3. **Duty Assignment**

A duty assignment is a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.

4. **Preferred Duty Assignments**

A preferred duty assignment is any assignment preferred by a full-time employee or a part-time fixed schedule employee within his category.

5. **Bid**

A written request submitted to the installation head to be assigned to a duty assignment by an employee eligible to bid on a vacancy or newly established duty assignment or a preferred assignment.

6. **Application**

A written request by a full-time employee or part-time fixed schedule employee within his respective category for consideration for an assignment for which he is not entitled to submit a bid.

E. Relative Standing of Part-Time Flexibles

Part-time flexible employees are placed on a part-time flexible roster in the order of the date of their appointment. When changing such employees to full-time, they shall be taken in the order of their standing on the part-time flexible roster. These employees do not have seniority rights; however, their relative length of service can be used as a guide to fill vacancies and for other purposes.

F. Changes in Which Seniority is Lost

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

1. When the change is at his own request:
 - a. From one postal installation to another;
 - b. From one craft to another.
2. Upon reinstatement or reemployment.
3. Upon transfer into the Postal Service.

G. Changes in Which Seniority is Retained, Regained or Restored

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 in his resignation and furnished satisfactory evidence for

inclusion in his personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same postal installation and craft and in the same or lower salary level, from which originally separated; 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 Bureau of Retirement Insurance and Occupational Health, Civil Service Commission, and in the case of resignation due to illness, by a statement from the applicant's attending 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.

2. Restoration. On restoration in the same craft in the same installation after return from military service, transfer under letter of authority or unjust removal, employee shall regain the same seniority rights he would have if not separated.
3. Except as specifically provided elsewhere in the National Agreement, when an employee changes from another craft or non-bargaining unit position to mail handler, the employee will begin a new period of seniority, except for:
 - a. Reassignment and Return in 90 Days. A mail handler who is voluntarily reassigned to another craft in the same installation with or without a change in PS salary level and who is subsequently voluntarily reassigned within 90 days back to the mail handler craft shall regain the seniority previously acquired as a mail handler augmented by the intervening employment.
 - b. Failure to Meet Qualification Standards. When an employee is returned to the mail handler craft for not being able to meet the qualification standards for a job, he shall regain his former mail handler seniority.
4. Any mail handler involuntarily moving from one postal installation to another postal installation shall have his seniority established as of his time in the mail handler craft.
5. Any mail handler voluntarily moving from one postal installation to another postal installation shall have his seniority established at the foot of the part-time flexible roster.

H. All positions presently in the mail handler craft, including higher-level positions, shall be filled by the senior qualified bidder meeting the qualification standards for the position, except that those positions which are presently designated best qualified shall be filled by the best qualified applicant.

I. Filling Positions Reevaluated as One of the Positions Reserved for Bidding by PS-4's, 5's, and PS-6's

1. When an occupied level 4 or 5 position is upgraded on the basis of the present duties:
 - a. The incumbent will remain in the upgraded job provided he has been in that job for more than one year.

- b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job for more than one year.
- 2. When an occupied level 4 or 5 position is upgraded on the basis of duties which are added to the position:
 - a. The incumbent will remain in the upgraded job provided he has been in that job for more than one year. The year of required incumbency in the job begins when the employee first begins working the assignment.
 - b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job in accordance with 12a, above.
- 3. When management places automatic equipment in an office and an employee is assigned to operate the equipment, the time the employee spends on this job before it is ranked and established shall be counted as incumbency in the position for the purpose of being upgraded or assigned.

Section 2. Posting

A. In the mail handler craft, vacant craft duty assignments will be posted for bid as follows:

- 1. Full-time and part-time fixed scheduled employees will only bid for vacant assignments within their own category.
- 2. Full-time employees may apply for residual vacancies in the part-time fixed schedule category, and selection from such applicants shall be based on senior employee meeting the qualification standards.
- 3. All vacant or newly established craft duty assignments shall be posted for employees eligible to bid within 10 days after a determination has been made that the position is not to be reverted.

If a vacant duty assignment has not been posted within 30 days, the installation head or his designee shall advise the Union in writing, the reasons the positions are being withheld and the anticipated length of time such positions will remain vacant. If the vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reasons therefor.

- 4. When it is necessary that fixed scheduled days(s) of work in the basic work week for a craft assignment be permanently changed, the affected assignment(s) shall be reposted. **The change in work days shall not be effected until the job has been posted.**
- 5. The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause the duty assignment to be reposted shall be subject to local negotiations in accordance with the local implementation provisions of the National Agreement.
- 6. No assignment will be posted because of change in starting time unless the change exceeds an 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 will be posted for bid.

- 7. Change in duty assignment, as specified below, will require reposting:
 - a. A 50% change in duties (actual duties performed).
 - b. A change in principal assignment area which requires reporting to a different physical location; i.e., station, branch, facility annex, etc., except the incumbent shall have the option to accept the new assignment.
- 8. Vacant full-time mail handler assignments shall be posted for a period of ten (10) days.
- 9. The installation head shall establish a method for handling multiple bidding on duty assignments which are simultaneously posted.
- 10. An employee may withdraw his bid on a posted assignment, if the withdrawal request is received in writing prior to the closing date of the posting.
- 11. An unassigned full-time employee may bid on full-time duty assignments posted for bid by employees in the mail handler craft. Any unassigned full-time employee may be assigned to any vacant duty assignment. Such employee shall be given his choice if more than one vacant assignment is available. Part-time fixed scheduled employees shall be treated similarly within their own category.

B. Place of Posting

Bids for a craft assignment shall be posted on all official bulletin boards at the installation where the vacancy exists including stations, branches and sections. Copies of the notice shall be given to the designated agent of the Union. When an absent employee has so requested in writing, stating his mailing address, a copy of any notice inviting bids shall be mailed to him by the installation head. Posting and bidding for preferred duty assignments shall be installation-wide unless otherwise specified by local agreement.

C. Information on Bids

Bids shall include:

- 1. The duty assignment (as defined in Section 1, Seniority, D3, if applicable) by position title and number; e.g., key, standard, or individual position.
- 2. PS salary level and craft.
- 3. Hours of duty (beginning, ending).
- 4. The principal assignment area; e.g., section and/or location of activity.
- 5. Qualification standards and occupational code number.
- 6. Physical requirement(s) unusual to the specific assignment (heavy lifting, etc.).

7. Invitation to employees to submit bids.
8. Fixed or rotating schedule, as appropriate.

D. Successful Bidder

1. Within 10 days after the closing date of the posting (including December), the installation head shall post a notice stating the successful bidder and his seniority date. The senior qualified bidder meeting the qualification standards established for that position shall be designated the "successful bidder".
2. The successful bidder must be placed in the new assignment within 15 days except in the month of December.
3. Normally, an employee shall work the duty assignment for which he has been designated the successful bidder. However, when an employee is moved off his duty assignment, he shall not be replaced by another employee.

For temporary reassignments not covered by Article XXV or Appendix A, the movement of people outside the bid assignment area will be as follows:

- a. **casuals and public policy employees;**
- b. **employees from other crafts;**
- c. **part-time flexible employees;**
- d. **full-time regular mail handler employees;**
- e. **the order of movement of full-time regular mail handler employees in d above shall be a subject for local negotiations; however, if an agreement is not reached at the local level, the matter will be referred to the General Manager, Regional Labor Relations and the Regional Director, Mail Handlers Union for settlement.**
4. No employee shall be allowed to displace or "bump" another employee properly holding a position or duty assignment.

E. When a new or vacant regularly scheduled full-time mail handler assignment contains four or more hours a day, five days a week, of handling of mail by operation of a jitney, fork-lift or pallet truck, such assignments shall be posted for bid.

If the type of equipment referred to in the above paragraph is powered equipment requiring a license to operate, those full-time mail handlers assigned to operate the equipment for 4 or more hours a day shall be paid at a Level 5 rate for those hours of operation.

Section 3. Definition of a Section. The Employer and the Union shall define sections in accordance with the local implementation provision of the National Agreement. Such definition will be confined to one or more of the following:

- a. pay location;
- b. by floor;
- c. tour;
- d. job within an area;
- e. type of work;
- f. by branches or station;

- g. the entire installation; or
- h. incoming or outgoing.**

Section 4. Implementation of the Leave Program

A. If, at the end of the local implementation period provided for in the National Agreement, the local parties have not reached agreement on the length of the choice vacation period, the mail handler choice vacation period will be 23 consecutive weeks commencing on the last Saturday in April, unless the local parties agree to another starting date. The 23 weeks shall include military leave and union leave for conventions and conferences. The method of selecting vacations shall be determined locally.

B. The vacation sign-up list, after the initial sign-up period, shall be maintained at a location accessible to mail handlers.

C. After initial sign-up period is completed and vacant weeks still exist on the vacation sign-up list, requests for any of these vacant weeks shall be handled as follows:

1. The installation head will honor all requests for vacant weeks which are submitted seven (7) days in advance of the leave period.
2. The installation head will make every effort to grant requests for vacant weeks submitted less than seven (7) days in advance of the leave period.

D. The installation head's policy in handling requests for emergency leave shall be made known to all mail handlers and the Union. The installation head will consider each such request on the merits of the individual situation.

The installation head shall post on the bulletin board the appropriate phone number to call by tours when an emergency arises.

Section 5. Transfer Request. Prior to hiring mail handlers, installation heads will consider requests for transfers submitted by mail handlers from other installations.

Providing a written request for a voluntary transfer has been submitted, a written acknowledgement shall be given in a timely manner.

An employee whose transfer is approved will be allowed to use up to five (5) days of his annual leave or five (5) days leave without pay for purposes of transferring.

Section 6. Local Policy on Telephones. The parties recognize that telephones are for official USPS business. However, the Employer at the local level shall establish a policy for the use of telephones by designated Union representatives for legitimate business related to the administration of the National Agreement, subject to sound business judgment and practices.

Section 7. Parking. Where there are Postal Service parking spaces at a local installation, the assignment of a parking space for the designated

agent of the Mail Handler Union shall be a proper subject for local negotiations.

Section 8. Labor-Management Committee Meetings

A. Subject to the provisions of the National Agreement concerning Labor-Management Committee meetings, local labor-management committee meetings may be joint, with other Unions, or separate.

B. Provided agenda items are submitted, Mail Handler Labor-Management Committee meetings shall be scheduled in all offices in accordance with the following criteria:

1. In offices with a total complement of 300 employees or more, meetings will be held once a month. Complement is defined in this Section as the total number of employees currently on the rolls in the installation;
2. In offices with a complement of 100 to 299 employees, meetings will be held bi-monthly; and
3. In offices of less than 100 employees, meetings will be held quarterly.

C. Agenda items will be exchanged at least 72 hours prior to such meetings. Meetings shall be held at a time and date convenient to both parties. Where agenda items do not warrant a regularly scheduled meeting, discussions may take place by mutual agreement in lieu thereof.

D. The policies to be established by management for the Christmas operation will be a subject of discussion at a timely regularly scheduled Labor-Management Committee meeting.

E. Minutes of Mail Handler Local Labor-Management Committee meetings may be taken by each party. However, such minutes if taken shall not be posted on bulletin boards.

Section 9. Holidays. Subject to the provisions of the National Agreement, the Employer will determine the number and categories of employees needed for holiday work. Within these categories, the Employer will select volunteers by seniority. If there are not sufficient volunteers, inverse seniority will be used to select employees to work on the holiday.

Section 10. Mail Handler Watchmen. In offices which have mail handler watchmen and it is planned to convert to a Security Force under the jurisdiction of the Inspection Service, consideration will be given for employment as a Security Force guard to those watchmen meeting the qualifications of a Security Force guard prior to hiring from outside the Postal Service.

A mail handler watchman selected for training in the Security Force shall have a retreat right to the mail handler craft during such training period. Return to the craft during this period shall be without loss of seniority, and the employee shall be treated in accordance with the posting and reassignment provisions of this Agreement. All other mail

handler watchmen, whose positions are abolished, shall also be treated in accordance with the seniority, posting and reassignment provisions of this Agreement.

Section 11. Local Implementation Format. Subject to the local implementation provisions of the National Agreement, at the conclusion of the local negotiation period, the management representative and the Union representative will sign a local memorandum of understanding for those items on which agreement has been reached. Any items which remain in dispute and which are subsequently resolved in accordance with the local implementation provisions of the National Agreement will be incorporated as an addendum to the local memorandum of understanding. The format for the mail handler local memorandum shall be as follows:

This Memorandum of Understanding is entered into on _____, 19____, at _____, between the representatives of the United States Postal Service, and the designated agent of the National Post Office Mail Handlers, Watchmen, Messengers, and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 1975 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

Section 12. Memorandum of Understanding. The National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, and the United States Postal Service agree that language agreed to by the parties in Article XLIII for inclusion in the 1975-1978 National Agreement shall not be referred to by either party in an attempt to verify or justify jurisdictional claims. It is further agreed that all disagreements concerning jurisdictional claims shall be referred to the national level Jurisdiction Committee.

Section 13. Inspection of Lockers. The Employer agrees that, except in matters where there is reasonable cause to suspect criminal activity, a steward or the employee shall be given the opportunity to be present at any inspection of employees' lockers. For a general inspection where employees have had prior notification of at least a week, the above is not applicable.

Section 14. Local Distribution of Personnel Action Roster Notices. Copies of information bulletins, which contain notification of personnel changes and are currently posted on post office bulletin boards, will be given to the Mail Handler's Union on a regular basis.

ARTICLE XLIV ENERGY SHORTAGES

In the event of an energy crisis, the Employer shall make every reasonable attempt to secure a high priority from the appropriate Federal agency to obtain the fuel necessary for the satisfactory maintenance of postal operations. In such a case, or in the event of any serious widespread energy shortage, the Employer and the Unions shall meet and discuss the problems and proposed solutions through the Blue Ribbon Labor-Management Committee provided in Article XVII, Section 6.

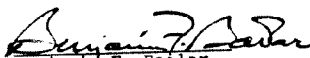
ARTICLE XLV SEPARABILITY AND DURATION

Section 1. Should any part of this Agreement or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement, shall not invalidate the remaining portions of this Agreement, and they shall remain in full force and effect.

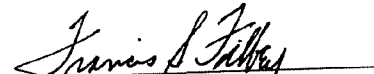
Section 2. This Agreement shall be effective **July 21, 1975**, and shall remain in full force and effect to and including 12 midnight **July 20, 1978**, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must 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.

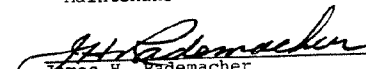
In witness whereof the Parties hereto affix their signatures below this 4th day of September 1975.

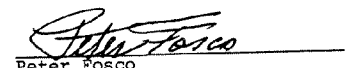
For the
United States Postal Service:

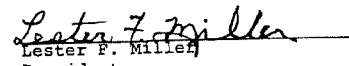

Benjamin F. Bailar
Postmaster General

For the Unions:


Francis S. Filbey
General President
American Postal Workers Union,
AFL-CIO
Clerk Craft
Motor Vehicle Craft
Special Delivery Messenger
Craft
Maintenance Craft


James H. Rademacher
President
National Association of
Letter Carriers, AFL-CIO


Peter Fosco
President
National Post Office Mail
Handlers, Watchmen, Messengers
and Group Leaders Division
of the Laborers' International
Union of North America,
AFL-CIO


Lester F. Miller
President
National Rural Letter Carriers'
Association

APPENDIX A

Appendix A is an incorporation of the principles of Reassignments as contained in Article XII of the March 9, 1968, National Agreement. The old Article XII has been edited to conform with the new employee classifications. In addition, other word changes have been incorporated to bring Article XII up to date with present terminology; however, there have been no substantive changes.

Part-time regular employees assigned in the craft units shall be considered to be in a separate category. All provisions of this Appendix apply to part-time regular employees within their own category.

REASSIGNMENTS

Section I: Letter Carrier Craft
Maintenance Craft
Mail Handler Craft
Special Delivery Messenger Craft
Motor Vehicle Craft

A. Basic Principles and Reassignments

When it is proposed to:

1. Discontinue an independent installation;
2. Consolidate an independent installation (i.e., discontinue the independent identity of an installation by making it part of another and continuing independent installation);
3. Transfer a classified station or classified branch to the jurisdiction of another installation or make an independent installation;
4. Reassign within an installation employees excess to the needs of a section of that installation;
5. Reduce the number of regular work force employees of an installation other than by attrition;
6. Centralized mail processing and/or delivery installation other than a new one;
7. Reassignment—motor vehicle;
8. Reassignment—part-time flexibles in excess of quota; such actions shall be subject to the following principles and requirements.

B. Principles and Requirements

1. Dislocation and inconvenience to full-time and part-time flexible employees shall be kept to the minimum consistent with the needs of the service.
2. The Regional Postmasters General shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned.
3. No employee shall be allowed to displace, or "bump" another employee properly holding a position or duty assignment.
4. Unions affected shall be notified in advance (as much as six months whenever possible), such notification to be at the re-

gional level, except under A4 above, which shall be at the local level.

5. Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, will be governed by the standardized Government travel regulations as set forth in Methods Handbook M-9, "Travel".
6. Any employee volunteering to accept reassignment to another craft or occupational group, another branch of the Postal Service, or another installation shall start a new period of seniority beginning with such assignment, except as provided herein.
7. Whenever changes in mail handling patterns are undertaken in an area including one or more postal installations with resultant successive reassignments of mail handlers from those installations to one or more central installations, the reassignment of mail handlers shall be treated as details for the first 180 days in order to prevent inequities in the seniority lists at the gaining installations. The 180 days is computed from the date of the first detail of a mail handler to the central, consolidated or new installation in that specific planning program. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous service in the regular work force in the same craft. **Commencing with reassignments effected after June 1, 1976, the 180 day period above shall be reduced to 120 days.**
8. In determining seniority of special delivery messengers who received career status under Civil Service Regulation 3.101, that period of continuous service as a special delivery messenger prior to attaining career status shall be included.
9. Whenever in this Agreement provision is made for reassignments, it is understood that any full-time or part-time flexible employee reassigned must meet the qualification requirements of the position to which reassigned.
10. This Agreement does not apply to rural carriers, except as specifically stated herein.
11. It is understood that any employee entitled hereunder to a specific placement may exercise such entitlement only if no other employee has a superior claim hereunder to the same position.
12. a. Surplus U.S. Postal Service Employees—Surplus U.S. Postal Service employees from non-mail processing and non-mail delivery installations, regional offices, the U.S. Postal Service Headquarters or from other Federal departments or agencies shall be placed at the foot of the part-time flexible roll and begin a new period of seniority effective the date of reassignment.
b. Former full-time post office mail handlers who were reassigned to mail bag repair centers and depositories on or be-

fore July 1, 1956, and who since such reassignment have been continuously employed in the same center or depository and subsequent to March 31, 1965:

- (1) When such an employee is declared excess and is returned to the mail handler craft in the same installation from which he was reassigned, his seniority shall be the same as for continuous service in the craft and installation.
- (2) Should such an employee who is not excess volunteer to be returned to the installation in place of a junior excess employee, his seniority in the mail handler craft and installation will be that of the junior excess employee.
- (3) If such an employee voluntarily transfers to his former installation he shall begin a new period of seniority.

C. Special Provisions on Reassignments

In addition to the general principles and requirements above specified, the following specific provisions are applicable:

1. Discontinuance of an Independent Installation

- a. When an independent installation is discontinued, all full-time and part-time flexible employees shall, to the maximum extent possible, be involuntarily reassigned to continuing postal positions in accordance with the following:
- b. Involuntary reassignment of full-time employees with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the affected Unions, it is determined that it is necessary. The Postal Service will designate such installations for the reassignment of excess full-time employees. When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.
- c. Involuntary reassignment of full-time employees for whom consultation did not provide for placement under C1b above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments under (1) and (2) below, whichever is lesser:
 - (1) One day junior to the seniority of the junior full-time employee in the same level and craft or occupation in the installation to which assigned, or
 - (2) The seniority he had in the craft from which reassigned. The 5-year rule does not apply.
- d. Involuntary reassignment of part-time flexible employees with seniority in any vacancy in the part-time flexible quota

in the same craft or occupational group at any installation within 100 miles of the discontinued installation or in more distant installations, if after consultation with the affected Unions it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of the part-time flexible employees.

- e. Involuntary reassignment of part-time flexible employees for whom consultation did not provide for placement under C1d above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level at the foot of the existing part-time flexible roster at the receiving installation and begin a new period of seniority.
- f. Full-time employees for whom no full-time vacancies are available by the time the installation is discontinued shall be changed to part-time flexible employees in the same craft and placed as such, but shall for six months retain placement rights to full-time vacancies developing within that time within any installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with affected Unions it is necessary, the U.S. Postal Service will designate such installations for the reassignment of excess full-time employees on the same basis as if they had remained full-time.
- g. Employees, full-time or part-time flexible, involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level, craft or occupational group from which reassigned.

2. Consolidation of an Independent Installation

- a. When an independent postal installation is consolidated with another postal installation, each full-time or part-time flexible employee shall be involuntarily reassigned to the continuing installation without loss of seniority in his craft or occupational group.
 - b. Where reassignments under 2a, preceding, result in an excess of employees in any craft or occupational group in the continuing installation, identification and placement of excess employees shall be accomplished by the continuing installation in accordance with the provisions of this Agreement covering such situations.
 - c. If the consolidated installation again becomes an independent installation, each full-time and part-time flexible employee whose reassignment was necessitated by the previous consolidation shall be entitled to the first vacancy in the reestablished installation in the level and craft or occupational group held at the time the installation was discontinued.
- #### 3. Transfer of a Classified Station or Classified Branch to the Jurisdiction of Another Installation or Made an Independent Installation

- a. When a classified station or classified branch is transferred to the jurisdiction of another installation or made an independent installation, all full-time employees shall at their option remain with the classified station or classified branch without loss of seniority, or remain with the installation from which the classified station or classified branch is being transferred.
 - b. A realistic appraisal shall be made of the number of employees by crafts or occupations who will be needed in the station after transfer, and potential vacancies within these requirements created by the unwillingness of employees to follow the station to the new jurisdiction shall be posted for bid on an office-wide basis in the losing installation.
 - c. If the postings provided in paragraph 3b, preceding, do not result in sufficient employees to man the transferred classified station or classified branch, junior employees, by craft or occupational group on an installation-wide seniority basis in the losing installation, shall be involuntarily reassigned to the classified station or classified branch and each employee thus involuntarily reassigned shall be entitled to the first vacancy in his level and craft or occupational group in the installation from which transferred.
4. Reassignment Within an Installation of Employees Excess to the Needs of a Section
- a. The identification of assignments comprising for this purpose a section shall be determined locally by local negotiations. If no sections are established immediately by local negotiations, the entire installation shall comprise the section.
 - b. Full-time employees, excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft and occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. Their preference is to be considered if more than one such assignment is available.
 - c. Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy in his salary level after employees in the section have completed bidding. Such bidding in the section is limited to employees in the same salary level as the vacancy. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. His failure to exercise the option does not terminate his retreat rights in the salary level in which he was reassigned away from the section.

- d. The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid of the full-time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy.
 - e. A rural carrier becoming a city carrier upon the conversion of a rural route to city delivery shall permanently assume seniority one day junior to that of the junior full-time city carrier or shall retain his own seniority, whichever is lesser.
5. Reduction in the Number of Employees in an Installation Other Than by Attrition
- a. Reassignments within installation. When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition, that installation:
 - (1) Shall determine by craft and occupational group the number of excess employees;
 - (2) Shall, to the extent possible, minimize the impact on regular work force employees by separation of all casuals, postal assistants, seasonal assistants, etc.;
 - (3) Shall, to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours;
 - (4) Shall identify as excess the necessary number of junior full-time employees in the salary level, craft, and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time employees who meet the minimum qualifications for vacant assignments in other crafts in the same installation; involuntarily reassign them (except as provided for letter carriers and special delivery messengers and vehicle service employees in Section C5b below) in the same or lower level with seniority, whichever is the lesser of:
 - (a) One day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or
 - (b) the seniority he had in the craft from which reassigned. The 5 year rule does not apply.
 - (5) He shall be returned at the first opportunity to the craft from which he was reassigned.
 - (6) When returned, he retains seniority previously attained in the craft augmented by his intervening employment in the other craft.
 - (7) The right of election by a senior employee provided in paragraph b(3), below is not available for this cross-craft reassignment within the installation.
 - b. Reassignments to other installations after making reassignments within the installation:

- (1) Involuntarily reassign such excess full-time employees starting with the junior with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the losing installation, or in more distant installations if after consultation with the affected Union it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of excess full-time employees. However:
 - (a) Whenever full-time PS-5 letter carrier routes are transferred from one installation to another, the full-time letter carriers whose complete routes are transferred shall have the option of transferring with their routes with **their seniority**.
 - (b) Whenever full-time or part-time motor vehicle craft assignments are discontinued in an installation and there is an excess in a position designation and salary level, the excess shall be adjusted to the maximum extent possible by making voluntary reassignments to vacant motor vehicle craft positions in installations within 100 miles unless the employee applies for a vacancy in a more distant installation. Senior qualified applicants for such vacant positions shall be reassigned. When reassignment is in the same designation and salary level, the reassigned employee retains his seniority.
 - (c) When the entire special delivery messenger unit is moved from one independent installation to another and all special delivery territory is transferred, the special delivery messengers will be reassigned in gaining unit with full seniority credit for all seniority gained in craft and installation. When less than the entire special delivery messenger unit is transferred and it is necessary to reassign one or more special delivery messengers to the gaining installation, senior special delivery messengers shall be given option for reassignment. If no special delivery messenger elects to be reassigned, the junior special delivery messenger shall be reassigned.
- (2) Involuntarily reassign full-time employees for whom consultation did not provide for placement under b(1) above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments whichever is lesser of:
 - (a) one day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or
 - (b) the seniority he had in the craft from which reassigned. The 5-year rule does not apply.

- (3) Any senior employee in the same craft or occupational group in the same installation may elect to be reassigned to the gaining installation and take the seniority of the senior full-time employee subject to involuntary reassignment. Such senior employees who accept reassignment to the gaining installation do not have re-treat rights.
 - (4) When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.
 - (5) A full-time employee shall have the option of changing to part-time flexible in the same craft or occupational group in lieu of involuntary reassignment.
 - (6) Employees involuntarily reassigned under b(1) and (2) above, other than senior employees who elect to be reassigned in place of junior employees, shall be entitled at the time of such reassignment to file a written request to be returned to the first vacancy in the level, in the craft or occupational group in the installation from which reassigned, and such request shall be honored so long as he does not withdraw it or decline to accept an opportunity to return in accordance with such request.
6. Centralized Mail, Processing and/or Delivery Installation (Mail Handler Craft Only)
- a. When the operation at a centralized installation or other mail processing and/or delivery installation result in an excess of full-time mail handlers at another installation(s), full-time mail handlers who are excess in a losing installation(s) by reason of the change, shall be reassigned as provided in Section C5b, such reassignments shall be treated as details for the first 180 days to avoid inequities in the selection of preferred duty assignments by full-time mail handlers in the gaining installation. **Commencing with reassignments effected after June 1, 1976, the 180 day period above shall be reduced to 120 days.**
 - b. Previously established preferred duty assignments which become vacant before expiration of the detail period must be posted for bid and awarded to eligible full-time mail handlers then permanently assigned in the gaining installation. Excess part-time flexible mail handlers may be reassigned as provided for in Section C8.
 - c. All new duty assignments created in the gaining installation and all other vacant duty assignments in the centralized installation, shall be posted for bid. One hundred eighty days is computed from the date of the first detail of an employee. Bidding shall be open to all full-time mail handlers of the craft involved at the gaining installation. This includes full-time mail handlers assigned to the gaining installation. **Com-**

menting with reassignments effected after June 1, 1976, the 180 day period above shall be reduced to 120 days.

7. Reassignments—Motor Vehicle

- a. When a vehicle maintenance facility is established to replace an auxiliary garage, full-time and part-time flexible craft positions in the gaining installation are to be posted in the losing installation for applications by full-time and part-time flexible employees, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.
- b. When a vehicle maintenance facility is established to replace vehicle maintenance in a perimeter office, full-time and part-time flexible craft positions in the new maintenance facility shall be posted in the losing installation for applications by full-time and part-time flexible employees, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.
- c. When vehicle operations are changed by transfer from one installation to another, new full-time and part-time flexible craft positions shall be posted for applications in losing installation by full-time and part-time flexible employees in the craft, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.
- d. After all reassignments have been made to the gaining installation, pursuant to Sections a, b and c, the new full-time assignments in the gaining installations shall be posted for bids.
- e. If, after establishment of a new installation, operations result in further excess at losing installation(s), the procedures in Sections a, b, c and d, above, apply to reassign senior applicants from the losing installation(s) to positions in the new installation.

8. Reassignment—Part-time Flexible Employees in Excess of Quota (Other Than Motor Vehicle)

Where there are part-time flexible employees in excess of the part-time flexible quota for the craft for whom work is not available, part-time flexibles lowest on the part-time flexible roll equal in number to such excess may at their option be reassigned to the foot of the part-time flexible roll in the same or another craft in another installation.

- a. An excess employee reassigned to another craft in the same or another installation shall be assigned to the foot of the part-time flexible roll and begin a new period of seniority.
- b. An excess part-time flexible employee reassigned to the same craft in another installation shall be placed at the foot of the part-time flexible roll. Upon his change to full-time from the

top of the part-time flexible roll his seniority for preferred assignments shall include the seniority he had in the losing installation augmented by his part-time flexible service in the gaining installation.

- c. A senior part-time flexible in the same craft or occupational group in the same installation may elect to be reassigned in another installation in the same or another craft and take the seniority (if any) of the senior excess part-time flexible being reassigned, as set forth in a and b, above.
- d. The Postal Service will designate, after consultation with the affected Union, vacancies at installations in which excess part-time flexibles may request to be reassigned beginning with vacancies in other crafts in the same installation; then vacancies in the same craft in other installations; and finally vacancies in other crafts in other installations, making the designations to minimize relocation hardships to the extent practicable.
- e. Part-time flexibles reassigned to another craft in the same installation shall be returned to the first part-time flexible vacancy within the craft and level from which reassigned.
- f. Part-time flexibles reassigned to other installations have retreat rights to the next such vacancy according to their standing on the part-time flexible roll in the losing installation but such retreat right does not extend to part-time flexibles who elect to request reassignment in place of the junior part-time flexibles.
- g. The right to return is dependent upon a written request made at the time of reassignment from the losing installation and such request shall be honored unless it is withdrawn or an opportunity to return is declined.

Section II: Clerk Craft

A. Basic Principles and Reassignments

When it is proposed to:

1. Discontinue an independent installation;
2. Consolidate an independent installation (i.e., discontinue the independent identity of an installation by making it part of another and continuing independent installation);
3. Transfer a classified station or classified branch to the jurisdiction of another installation or make an independent installation;
4. Reassign within an installation employees excess to the needs of a section of that installation;
5. Reduce the number of regular work force employees of an installation other than by attrition;
6. Reduce RPO, HPO employment, including employment in mobile stations;
7. Centralized mail processing and/or delivery installation (New and Old);

8. Reassignment—Part-time flexibles in excess of quota; such actions shall be subject to the following principles and requirements.

B. Principles and Requirements

1. Dislocation and inconvenience to full-time or part-time flexible employees affected shall be kept to the minimum consistent with the needs of the service.
2. The Regional Postmasters General shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned.
3. No employee shall be allowed to displace, or “bump” another employee properly holding a position or duty assignment.
4. Unions affected shall be notified in advance (as much as six months whenever possible), such notification to be at the regional level, except under A4 above, which shall be at the local level.
5. Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, will be governed by the standardized Government travel regulations as set forth in Methods Handbook M-9, “Travel”.
6. Any employee volunteering to accept reassignment to another craft or occupational group, another branch of the Postal Service, or another installation shall start a new period of seniority beginning with such assignment, except as provided herein.
7. Whenever changes in mail handling patterns are undertaken in an area including one or more postal installations with resultant successive reassignments of personnel from those installations to one or more central installations, such reassignments shall be treated as details for the first 180 days in order to prevent inequities in the seniority lists at the gaining installations. The 180 days is computed from the date of the first detail of an employee to the central, consolidated or new installation in that specific planning program.
8. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous service in the regular work force in the same craft.
9. Whenever in this Agreement provision is made for reassignments, it is understood that any full-time and part-time flexible reassigned must meet the qualification requirements of the position to which reassigned.
10. This Agreement does not modify the provisions of Section C6 of this **Appendix**, “Reduction in RPO or HPO Employment, Including Employment in Mobile Stations”.

11. It is understood that any employee entitled hereunder to a specific placement may exercise such entitlement only if no other employee has a superior claim hereunder to the same position.
12. Surplus U.S. Postal Service Employees—Surplus U.S. Postal Service employees from non-mail processing and non-mail delivery installations, regional offices, the U.S. Postal Service Headquarters and from other Federal departments or agencies shall be placed at the foot of the part-time flexible roll and begin a new period of seniority effective the date of reassignment.

C. Special Provisions on Reassignments

In addition to the general principles and requirements above specified, the following specific provisions are applicable:

1. Discontinuance of an Independent Installation
 - a. When an independent installation is discontinued, all full-time and part-time flexible employees shall, to the maximum extent possible, be involuntarily reassigned to continuing postal positions in accordance with the following:
 - b. Involuntary reassignment of full-time employees with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the affected Union(s), it is determined that it is necessary. The Postal Service will designate such installations for the reassignment of excess full-time employees. When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.
 - c. Involuntary reassignment of full-time employees for whom consultation did not provide for placement under C1b above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments under (1) and (2) below, whichever is lesser:
 - (1) One day junior to the seniority of the junior full-time employee in the same level and craft or occupation in the installation to which assigned, or
 - (2) The seniority he had in the craft from which reassigned. The 5-year rule does not apply.
 - d. Involuntary reassignment of part-time flexibles with seniority in any vacancy in the part-time flexible quota in the same craft or occupational group at any installation within 100 miles of the discontinued installation or in more distant installations, if after consultation with the affected Union(s) it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of the part-time flexibles.

- c. Involuntary reassignment of part-time flexibles for whom consultation did not provide for placement under C1d above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level at the foot of the existing part-time flexible roster at the receiving installation and begin a new period of seniority.
 - f. Full-time employees for whom no full-time vacancies are available by the time the installation is discontinued shall be changed to part-time flexibles in the same craft and placed as such, but shall for six months retain placement rights to full-time vacancies developing within that time within any installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with affected Union(s) it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of excess full-time employees on the same basis as if they had remained full-time.
 - g. Employees, full-time or part-time flexible, involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level, craft or occupational group from which reassigned.
2. Consolidation of an Independent Installation
- a. When an independent postal installation is consolidated with another postal installation, each full-time or part-time flexible employee, shall be involuntarily reassigned to the continuing installation without loss of seniority in his craft or occupational group.
 - b. Where reassignments under 2a, preceding, result in an excess of employees in any craft or occupational group in the continuing installation, identification and placement of excess employees shall be accomplished by the continuing installation in accordance with the provisions of this Agreement covering such situations.
 - c. If the consolidated installation again becomes an independent installation, each full-time and part-time flexible employee whose reassignment was necessitated by the previous consolidation shall be entitled to the first vacancy in the reestablished installation in the level and craft or occupational group held at the time the installation was discontinued.
3. Transfer of a Classified Station or Classified Branch to the Jurisdiction of Another Installation or Made an Independent Installation
- a. When a classified station or classified branch is transferred to the jurisdiction of another installation or made an independent installation, all full-time employees shall at their option remain with the classified station or classified branch without loss of seniority, or remain with the installation from which the classified station or classified branch is being transferred.

- b. A realistic appraisal shall be made of the number of employees by crafts or occupations who will be needed in the station after transfer, and potential vacancies within these requirements created by the unwillingness of employees to follow the station of the new jurisdiction shall be posted for bid on an office-wide basis in the losing installation.
 - c. If the postings provided in paragraph 3b, preceding, do not result in sufficient employees to man the transferred classified station or classified branch, junior employees, by craft or occupational group on an installation-wide seniority basis in the losing installation, shall be involuntarily reassigned to the classified station or classified branch and each employee thus involuntarily reassigned shall be entitled to the first vacancy in his level and craft or occupational group in the installation from which transferred.
4. Reassignment Within an Installation of Employees Excess to the Needs of a Section
- a. The identification of assignments comprising for this purpose a section shall be determined locally by negotiations. If no sections are established immediately by local negotiation, the entire installation shall comprise the section.
 - b. Full-time employees, excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft or occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. Their preference is to be considered if more than one such assignment is available.
 - c. Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy in his salary level after employees in the section have completed bidding. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. His failure to exercise the option does not terminate his retreat rights in the salary level in which he was reassigned away from the section.
 - d. The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid of the full-time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy.
5. Reduction in the Number of Employees in an Installation Other Than by Attrition

- a. Reassignments within installation: When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition (except as provided for in Section C6 of this Article for mobile stations) that installation:
 - (1) Shall determine by craft and occupational group the number of excess employees.
 - (2) Shall to the extent possible, minimize the impact on regular work force employees by separation of all casuals, postal assistants, seasonal assistants, etc.
 - (3) Shall, to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours.
 - (4) Shall identify as excess the necessary number of junior full-time employees in the salary level, craft and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time employees who meet the minimum qualifications for vacant assignments in other crafts in the same installation; involuntarily reassign them in the same or lower level with seniority, whichever is the lesser of:
 - (a) one day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or
 - (b) the seniority he had in the craft from which reassigned. The 5-year rule does not apply.
 - (5) He shall be returned at the first opportunity to the craft from which he was reassigned.
 - (6) When returned, he retains seniority previously attained in the craft augmented by his intervening employment in the other craft.
 - (7) The right of election by a senior employee provided in paragraph b(3) below is not available for this cross-craft reassignment within the installation.
- b. Reassignment to other installations after making reassignments within the installation:
 - (1) Involuntarily reassign such excess full-time employees starting with the junior with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the losing installation, or in more distant installations, if after consultation with the affected Union it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of excess full-time employees.
 - (2) Involuntarily reassign full-time employees for whom consultation did not provide for placement under b(1) above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower

- level with permanent seniority for duty assignments whichever is lesser of:
 - (a) one day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or
 - (b) the seniority he had in the craft from which reassigned. The 5-year rule does not apply.
 - (3) Any senior employee in the same craft or occupational group in the same installation may elect to be reassigned to the gaining installation and take the seniority of the senior full-time employee subject to involuntary reassignment. Such senior employees who accept reassignment to the gaining installation do not have retreat rights.
 - (4) When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.
 - (5) A full-time employee shall have the option of changing to part-time flexible in the same craft or occupational group in lieu of involuntary reassignment.
 - (6) Employees involuntarily reassigned under b(1) and (2) above, other than senior employees who elect to be reassigned in place of junior employees, shall be entitled at the time of such reassignment to file a written request to be returned to the first vacancy in the level, in the craft or occupational group in the installation from which reassigned, and such request shall be honored so long as he does not withdraw it or decline to accept an opportunity to return in accordance with such request.
6. Reduction in RPO or HPO Employment, Including Employment in Mobile Stations
 - a. Order of Withdrawal, RPO or HPO
 - (1) Withdraw the junior full-time clerk(s) (on the RPO or HPO) on the basis of seniority. Pool full-time clerks at the different headouts of the same RPO or HPO to select the junior full-time clerk(s).
 - (2) The junior clerk(s) for whom there is no full-time assignment in the RPO or HPO shall bid with other full-time clerks in the same mobile station for any vacant road assignment(s). If there is no vacant full-time assignment in the mobile station, Section b below applies to identify the excess clerk(s).
 - b. Order of Withdrawal, Mobile Stations
 - (1) When for any reason the number of full-time clerks in a mobile station must be reduced the necessary number of junior full-time clerks therein shall be identified as the excess clerks.

- (2) A senior non-excess clerk in a mobile station may elect to be reassigned in place of an excess clerk, with seniority as provided for in Section 5b(3) above. His election must be made before excess clerks choose the mobile station or stationary installation in which to be reassigned.
 - (3) An excess full-time clerk shall have the option of changing to part-time flexible distribution clerk, RPO or HPO, in lieu of arbitrary reassignment to a vacant full-time clerk assignment.
 - (4) A full-time clerk who is not assigned as a result of bidding shall be assigned within the mobile station in any vacancy for which there was no senior bidder.
- c. Reassignment of Excess Clerks
- (1) Excess full-time road clerks, including senior clerks who elect to be reassigned in place of excess clerks, are subject to reassignment in the clerk craft with retention of seniority for preferred assignments as that seniority is defined in Article XXXVII—Clerk Craft. They may elect among Postal Service designated vacant clerk assignments in other mobile stations and stationary installations. When more than one excess clerk elects reassignment to the same vacant assignment, the clerk who has the greater seniority for preferred assignments shall be reassigned.
 - (2) Mobile stations and stationary installations to which reassignment in the clerk craft can be made will be designated by the Postal Service. Designated clerk assignments mean assignments in designated mobile stations and stationary installations which remain vacant after bidding by full-time clerks therein. Vacant assignments shall include actual vacancies and increase in clerk complement.
 - (3) Excess clerks reassigned pursuant to their election among designated vacant assignments are reassigned involuntarily.
 - (4) Clerks involuntarily reassigned, other than senior clerks who elected to be reassigned in place of excess clerks and clerks who elect to be reassigned to a stationary installation not at the mobile station headquarters, shall be entitled at the time of reassignment to apply in writing to be returned to the first clerk vacancy (the assignment remaining vacant after bidding by clerks therein) in the mobile station from which reassigned and such application shall be honored so long as he does not withdraw it or decline to accept an opportunity to return. If more than one clerk is an applicant for return to the same vacant assignment, selection for reassignment shall be based upon seniority for preferred assignments.
- (5) When an excess road clerk is reassigned in a stationary installation, who then is currently qualified in the supervisory examination, he will have his name placed on the supervisory eligible register for the stationary installation.
 - (6) A clerk's election to be reassigned in a stationary installation in a PS-5 assignment, as provided for in Section c(1) above, is his request for reduction to salary level 5. Salary protection benefits provided for by this Agreement are not lost by election to be reduced by an excess clerk, or by a senior clerk, if in his case, it is reasonable to believe he will become excess in the relatively near future.
- d. Reassignment of Part-time Flexible Employees in Excess of Quota
- (1) When there is an excess of the part-time flexible quota of level 6 part-time flexible mobile employees assigned in that mobile station, the junior part-time flexible employees equal in number to such excess will be given the opportunity to transfer to another mobile station, or a stationary installation in the clerk craft designated by the USPS after consultation with the Union. Part-time flexible employees so transferred will be placed at the foot of the part-time flexible roll in the mobile station or stationary installation to which reassigned. Upon change to full-time from the top of the part-time flexible roll, seniority for preferred assignments shall include his part-time flexible service and the seniority he had in the mobile station from which reassigned. A senior part-time flexible in the same mobile station may elect to be reassigned and take the seniority of the senior excessed part-time flexible.
 - (2) Mobile part-time flexible employees reassigned to other mobile stations or stationary installations have retreat rights to the first part-time flexible vacancy in the losing mobile station according to their standing on the part-time flexible roll in the losing mobile station, but such retreat right does not extend to part-time flexible employees who elect to request reassignment in place of the junior part-time flexible employees.
 - (3) The right to return is dependent upon a written request made at time of reassignment from the mobile station and such request shall be honored unless it is withdrawn or an opportunity to return is declined.
 - (4) Reassignment to a stationary installation under (1) above is considered a request for reduction to salary level 5. Salary protection benefits provided for by this Agreement are not lost by the election to be reduced.
7. Centralized Mail Processing and/or Delivery Installation (New and Old)

- a. When the operations at a centralized installation or other mail processing and/or delivery installation result in an excess of full-time employees at another installation(s), full-time employees who are excess in a losing installation(s) by reason of the change, shall be reassigned as provided in Section 5b, such reassignments shall be treated as details for the first 180 days to avoid inequities in the selection of preferred duty assignments by full-time employees in the gaining installation.
 - b. Previously established preferred duty assignments which become vacant before expiration of the detail period must be posted for bid and awarded to eligible full-time employees then permanently assigned in the gaining installation. Excess part-time flexible employees may be reassigned as provided for in Section C8.
 - c. All new duty assignments created in the gaining installation and all other vacant duty assignments in the centralized installation, shall be posted for bid. One hundred eighty days is computed from the date of the first detail of an employee. Bidding shall be open to all full-time employees of the craft involved at the gaining installation. This includes full-time employees assigned to the gaining installation.
 - d. When the centralized installation is a new one:
 - (1) Full-time clerks who apply for reassignment from the losing installation, shall be reassigned with their seniority.
 - (2) Reassignments shall be in the order of seniority and shall not exceed the number of excess full-time clerks in the losing installation.
 - (3) The provisions of 5a, above, apply to reassign junior full-time excess clerks, with their seniority, when there are excess full-time clerks after the reassignment of senior full-time clerks who apply for reassignment.
8. Reassignment—Part-Time Flexibles in Excess of Quota (Other Than Mobile)
- When there are part-time flexible employees in excess of the part-time flexible quota for the craft for whom work is not available, part-time flexibles lowest on the part-time flexible roll equal in number to such excess may at their option be reassigned to the foot of the part-time flexible roll in the same or another craft in another installation.
- a. An excess part-time flexible employee reassigned to another craft in the same or another installation shall be assigned to the foot of the part-time flexible roll and begin a new period of seniority.
 - b. An excess part-time flexible employee reassigned to the same craft in another installation shall be placed at the foot of the part-time flexible roll. Upon his change to full-time from the top of the part-time flexible roll his seniority for preferred assignments shall include the seniority he had in the losing

- installation augmented by his part-time flexible service in the gaining installation.
- c. A senior part-time flexible in the same craft or occupational group in the same installation may elect to be reassigned in another installation in the same or another craft and take the seniority (if any) of the senior excess part-time flexible being reassigned, as set forth in a and b, above.
 - d. The U.S. Postal Service will designate, after consultation with the affected Union, vacancies at installations in which excess part-time flexibles may request to be reassigned, beginning with vacancies in other crafts in the same installation; then vacancies in the same craft in other installations; and finally vacancies in other crafts in other installations, making the designations to minimize relocation hardships to the extent practicable.
 - e. Part-time flexibles reassigned to another craft in the same installation shall be returned to the first part-time flexible vacancy within the craft and level from which reassigned.
 - f. Part-time flexibles reassigned to other installations have retreat rights to the next such vacancy according to their standing on the part-time flexible roll in the losing installation but such retreat right does not extend to part-time flexibles who elected to request reassignment in place of the junior part-time flexibles.
 - g. The right to return is dependent upon a written request made at the time of reassignment from the losing installation and such request shall be honored unless it is withdrawn or an opportunity to return is declined.

MEMORANDUM OF UNDERSTANDING

It is hereby agreed that the term "present method of computation" as used in Article XXI of the National Agreement in respect to health benefits refers to the following:

A. Effective July 21, 1975, the bi-weekly contributions by the Employer for employees shall be an amount equal to 75 percent of the average of the subscription charges in effect on the first day of the first pay period of January 1975 for employees of the United States as defined in 5 U.S.C. 8901, with respect to self alone or self and family enrollments, as applicable, for the highest level of benefits offered by—

- (1) the service benefit plan;
- (2) the indemnity benefit plan;
- (3) the two employee organization plans with the largest number of enrollments as determined by the Civil Service Commission; and
- (4) the two comprehensive medical plans with the largest number of enrollments, as determined by the Civil Service Commission.

B. The amount of contributions by the Employer for employees shall be readjusted beginning on the first pay period of January 1976 in accordance with the annual readjustment of the average by the

Civil Service Commission as provided above or in other words, 75 percent of said adjusted average.

C. The amount of contributions by the Employer for employees shall be readjusted beginning on the first pay period of January 1977 and January 1978 in accordance with the annual readjustment of the average by the Civil Service Commission as provided or in other words, 75 percent of the newly adjusted average.

D. There shall be withheld from the pay of each enrolled employee and there shall be contributed by the Employer, amounts, in the same ratio as the contributions of the employee and the Employer which are necessary for the administrative costs and reserves provided for by Section 8909(b) of Title 5 U.S.C.

E. 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.

F. The limitation in 5 U.S.C. Section 8906(b) upon the Employer's contribution for any individual employee shall bear the same ratio to the Service's percentage contribution, as stated above, as 60 bears to 75.

Date: September 4, 1975

BENJAMIN F. BAILAR (S)

U. S. Postal Service

FRANCIS S. FILBEY (S)

American Postal Workers
Union, AFL-CIO

JAMES H. RADEMACHER (S)

National Association of
Letter Carriers, AFL-CIO

PETER FOSCO (S)

National Post Office Mail
Handlers, Watchmen,
Messengers and Group Leaders
Division of the Laborers'
International Union of North
America, AFL-CIO

LESTER F. MILLER (S)

National Rural Letter
Carriers' Association

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE AMERICAN POSTAL WORKERS UNION

I. The American Postal Workers Union, AFL-CIO, and the United States Postal Service recognize the importance of service to the public and cost to the Postal Service in selecting the proper mode for the highway movement of mail. In selecting the means to provide such transportation the Postal Service will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees.

II. For highway contracts covered by this Memorandum and expiring on June 30, the Unions will be furnished the information enumerated in Paragraph IV below by February 15 of the calendar year in which the contract is expiring. No later than April 1, the Union may request a meeting to discuss a specific contract(s).

The Union will submit its documented analysis in advance of the actual meeting in order to facilitate discussions.

III. For other contracts covered by this Memorandum, the Unions will be furnished the information enumerated in Paragraph IV below. If at all possible, this information will be furnished at least 60 days prior to the scheduled installation of the service. Within 30 days of being furnished such information, the Union may request a meeting to discuss a specific contract(s).

The Union will submit its documented analysis in advance of the actual meeting to facilitate discussions.

IV. The information will include the following:

A. A statement of service for each route, including the annual mileage, equipment requirements, and current contractual cost for all existing routes.

B. The schedule for each highway contract.

V. Should there subsequently be substantive modifications in the information provided the Union in IV above, the Union will be notified as soon as such decision is made.

VI. The parties agree that the following factors will be used in any cost comparisons of the type of transportation mode to be selected:

A. The Motor Vehicle employee costs for Motor Vehicle Operators will be Level 5, Step 9 and Level 6, Step 9 for Tractor-Trailer Operators, as per the wages current at the time.

B. The vehicle costs will be computed from the last two quarters of the Vehicle Make/Model Cost Reports. These costs will be computed separately for each Region. The parties will consider an adjustment for exceptional cost variances.

C. The Postal Vehicle Service will be charged 15 minutes at the start and 15 minutes at the end of each route, regardless of the vehicle used.

VII. For all routes for which the Union submitted a cost comparison, if a contract is awarded, the Union will be furnished the cost of such contract.

VIII. These provisions shall be applicable when evaluating the type of service to be provided for routes that are:

1. Over \$45,000 per annum, but not more than 350 miles in round-trip length, and
2. Not more than 8 hours in operating time from terminus to terminus.

IX. The information will be furnished for all routes covered by this memorandum and subject to renewal, extension, conversion of existing postal vehicle service to highway contract service or new highway contract service subject to the limitations stated herein. The following contracts are not encompassed by this Memorandum of Understanding: services involving collection and box delivery; small contract operations in areas where no Postal Vehicle Service is currently operating and where Postal Vehicle Service operation is economically unfeasible; or any star route contracts on a temporary or emergency basis.

X. The parties recognize that specific conditions may justify and require alteration of the time requirements specified herein.

Date: September 4, 1975

BENJAMIN F. BAILAR (S)

United States Postal Service

FRANCIS S. FILBEY (S)

American Postal Workers
Union, AFL-CIO

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

The U.S. Postal Service and the NRLCA agree that in those instances in which contract delivery is providing star route box delivery, upon the request of the National President, the USPS will furnish relevant cost information, prior to the renewal of any such contract delivery route. The USPS decision as to conversion of all or part of the territory involved to rural delivery will be made on a cost effective basis. All territory under review must qualify for rural delivery under the Employer's regulations.

Date: September 4, 1975

BENJAMIN F. BAILAR (S)

United States Postal Service

LESTER F. MILLER (S)

National Rural Letter Carriers'
Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO**

The U.S. Postal Service and the NALC agree that upon the request of the National President, the USPS will furnish relevant cost information prior to the commencement or renewal of any contract delivery route which performs service formerly performed in a particular installation by a letter carrier. The USPS decision as to whether to commence or renew the contract delivery route will be made on a cost effective basis.

Date: September 4, 1975

BENJAMIN F. BAILAR (S)

United States Postal Service

JAMES H. RADEMACHER (S)

National Association of
Letter Carriers, AFL-CIO

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNITED STATES POSTAL SERVICE AND THE
NATIONAL POST OFFICE MAIL HANDLERS, WATCHMEN,
MESSENGERS AND GROUP LEADERS DIVISION OF THE
LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO**

I. The parties agree that at sectional center post offices or mail processing center post offices where mail handler craft employees are assigned and on duty on the platform at the time a star route vehicle is being loaded or unloaded exclusively by a star route contract driver, a mail handler(s) will assist in loading and unloading the star route vehicle, unless such requirement delays the scheduled receipt and dispatch of mail or alters the routing or affects the safety requirements provided in the star route contract.

II. At offices where this memo is applicable, the schedules of mail handlers will not be changed nor will the number of mail handlers be augmented solely on the basis of this Memorandum of Understanding. This Memorandum of Understanding will be effective 90 days subsequent to September 4, 1975.

Date: September 4, 1975

BENJAMIN F. BAILAR (S)

U. S. Postal Service

PETER FOSCO (S)

National Post Office Mail
Handlers, Watchmen,
Messengers and Group Leaders
Division of the Laborers'
International Union of North
America, AFL-CIO

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE U.S. POSTAL SERVICE
AND THE AMERICAN POSTAL WORKERS UNION,
AFL-CIO
NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO
NATIONAL POST OFFICE MAIL HANDLERS, WATCHMEN,
MESSENGERS AND GROUP LEADERS DIVISION OF THE
LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

The American Postal Workers Union, AFL-CIO, the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of Laborers' International Union of North America, AFL-CIO, the National Association of Letter Carriers, AFL-CIO, the National Rural Letter Carriers' Association, and the United States Postal Service, recognize that disputes exist among the parties relating to the crafts to which various duties performed by employees represented by the Unions have been assigned. In order to resolve such disputes the parties agree that a standing national level Committee on Jurisdiction, comprised of representatives of each party, shall be established to identify and resolve such current and any future jurisdictional disputes. (Current disputes include, but are not limited to, cases subject to the December 14, 1973, Agreement between the American Postal Workers Union, AFL-CIO, the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of Laborers' International Union of North America, AFL-CIO, and the United States Postal Service.)

Within 90 days subsequent to September 4, 1975 each Union shall submit to the Committee a written description of the scope of the duties it believes are properly assignable to employees it represents. The Committee shall meet to identify those duties over which no dispute as to jurisdiction exists, and to resolve conflicting claims of jurisdiction over duties made by any of the parties.

Any member of the Committee may identify a disputed assignment and request consideration of such assignment by the Committee. Those members of the Committee representing the Postal Service and those Unions which claim jurisdiction over a disputed work assignment shall participate in the Committee's discussions involving the dispute. Representatives of those Unions not making claims of jurisdiction shall not participate in the deliberations of the Committee. In resolving disputed assignments, the Committee shall consider, among other relevant factors, the following:

1. existing work assignment practices;
2. manpower costs;
3. avoidance of duplication of effort and "make work" assignments;
4. effective utilization of manpower, including the Postal Service's need to assign employees across craft lines on a temporary basis;

5. the integral nature of all duties which comprise a normal duty assignment;
6. the contractual and legal obligations and requirements of the parties.

Modifications of craft jurisdiction on the national level, including revisions of existing position descriptions and existing local craft assignments of work will be changed by the Employer upon agreement of those members of the Committee participating in the resolution of the dispute. Determinations made by the Committee where all parties participating agree shall be binding on all parties to this Memorandum.

In the event that a dispute is not resolved by the Committee within 180 days after the date it is first considered by the Committee, any of the Unions claiming jurisdiction over the duties may, within 15 days thereafter, request that the dispute be arbitrated under the provisions of Article XV of the National Agreement. Failure to make such a timely request shall constitute a waiver of the claim. All parties to this Memorandum may participate in the arbitration and all parties shall be bound by the arbitrator's award whether or not they participated in the arbitration proceeding. The arbitrator's award shall be final and binding.

This Memorandum of Understanding does not apply to craft assignment of new positions subject to the provisions of Article I, Section 5.

Date: September 4, 1975

BENJAMIN F. BAILAR (S)
U. S. Postal Service

FRANCIS S. FILBEY (S)
American Postal Workers
Union, AFL-CIO

JAMES H. RADEMACHER (S)
National Association of
Letter Carriers, AFL-CIO

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Handlers, Watchmen,
Messengers and Group Leaders
Division of the Laborers'
International Union of North
America, AFL-CIO

LESTER F. MILLER (S)
National Rural Letter
Carriers' Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE U.S. POSTAL SERVICE
AND THE AMERICAN POSTAL WORKERS UNION,
AFL-CIO
NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO
NATIONAL POST OFFICE MAIL HANDLERS, WATCHMEN,
MESSENGERS AND GROUP LEADERS DIVISION OF THE
LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO
NATIONAL RURAL LETTER CARRIERS' ASSOCIATION**

In accordance with the principles of Article XXXIV, the U.S. Postal Service and the Unions agree as follows:

1. When the USPS determines the need to implement any new nationally developed and nationally applicable work or time standards, it will first conduct a test or tests of the standards in one or more installations. The USPS will notify the Union at least 15 days in advance of any such test. This paragraph shall not be applicable to programs on which notice of testing has previously been given.
2. If such test is deemed by USPS to be satisfactory and it subsequently intends to convert the tests to live implementation in the test cities, it will notify the Union at least 30 days in advance of such intended implementation.
3. Within 10 days after the receipt of such notice, the Union may initiate a grievance at the national level. In situations covered by this Memorandum only, the Union's rights to make its own work or time studies, under the provisions of Paragraph 6 of Article XXXIV, may be exercised upon receipt of the notice. If no grievance is initiated, the USPS will implement the new work or time standards at its discretion.
4. If a grievance is filed and is unresolved within 10 days, and the Union decides to arbitrate, the matter must be submitted to priority arbitration by the Union within 5 days. The conversion from a test basis to live implementation may proceed in the test cities in accordance with paragraph 2 of this Memorandum.
5. The arbitrator's award will be issued no later than 60 days after the commencement of the arbitration hearing. During the period prior to the issuance of the arbitrator's award, the new work or time standards will not be implemented beyond the test cities, and no new tests of the new standards will be initiated. Data gathering efforts or work or time studies, however, may be conducted during this period in any installation.
6. The issue before the arbitrator will be whether the national concepts involved in the new work or time standards are fair, reasonable and equitable.
7. In the event the arbitrator rules that the national concepts involved in the new work or time standards are not fair, reasonable and equitable, such standards may not be implemented by the USPS until they are modified to comply with the

arbitrator's award. In the event the arbitrator rules that the national concepts involved in the new work or time standards are fair, reasonable and equitable, the USPS may implement such standards in any installation.

8. No further grievances concerning the national concepts involved may be initiated.

Date: September 4, 1975

BENJAMIN F. BAILAR (S)

United States Postal Service

FRANCIS S. FILBEY (S)

American Postal Workers
Union, AFL-CIO

JAMES H. RADEMACHER (S)

National Association of
Letter Carriers, AFL-CIO

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SUPPLEMENTAL AGREEMENTS

between the

• **United States Postal Service**

and the

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

• **National Post Office Mail Handlers, Watchmen,
Messengers and Group Leaders Division of the Laborers'
International Union of North America, AFL-CIO**

July 21, 1975 - July 20, 1978

SUPPLEMENTAL AGREEMENT MAIL BAG DEPOSITORIES, REPAIR CENTERS AND SUPPLY CENTERS

This Supplemental Agreement is made and entered into as of the 21st day of July, 1975 by and between the United States Postal Service (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO, and the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, (hereinafter collectively referred to as the "Union") with respect to employees represented by the Union at the Employer's Mail Bag Depositories, Repair Centers, and Supply Centers.

Article I, Section 1B, Section 3A, Section 3B, Section 4, Section 6 and Articles II, III, IV, V, VI, VII, VIII, IX, X, XI, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII, XXIX, XXX, XXXI, XXXII, XXXIII, XXXIV, XXXV, XXXVI, XLIV and XLV of the 1975 National Agreement, shall apply to bargaining unit employees employed at the Employer's Mail Bag Depositories, Repair Centers and Supply Centers.

Section 1. Principles of Seniority

A. Introduction

The United States Postal Service, the American Postal Workers Union, AFL-CIO, and the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions, and practices.

This Agreement will continue relative seniority standings properly established under past principles, rules, and instructions and the Agreement shall be so applied. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rules, or practice in support of the request.

B. Coverage

These rules apply to full and part-time employees with regular schedules. No employee, solely by reason of this Agreement, shall be displaced from an assignment he gained in accord with former rules.

C. The installation head shall be responsible for the administration of seniority. A current seniority list shall be posted on official bulletin boards following the effective date of this Agreement and a copy of the seniority list shall be furnished to the Union. Thereafter, changes to the seniority list shall be made only when they occur and a copy of such changes will be provided to the Union. The application of this Supplemental Agreement on seniority will be open to local negotiations at the installation level in accordance with the local implementation provisions of the National Agreement.

D. Definitions

All bargaining unit employees in an installation shall constitute for seniority purposes, a single unit.

1. Seniority for Full-Time and Part-Time Employees
 - (a) Seniority for full-time employees is computed from date of transfer to, or appointment in the installation and continues to accrue so long as service in the installation is uninterrupted, except as otherwise provided herein.
 - (b) Seniority for part-time fixed scheduled employees is computed from the date of appointment in this category of the work force and continues to accrue so long as service in the unit and category and installation is uninterrupted.
 - (c) Part-time flexible employees are placed on a part-time flexible roster in the order of the date of their appointment. When changing such employees to full-time, they shall be taken in the order of their standing on the part-time flexible roster. These employees do not have seniority rights; however, their relative length of service shall be considered as a guide in assignments and for other purposes.
2. Duty Assignment
A duty assignment is a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.
3. Preferred Duty Assignment
A preferred duty assignment is any assignment preferred by a full-time regular employee or a part-time fixed schedule employee within his category.
4. Bid
A written request submitted to the installation head to be assigned to a duty assignment by an employee eligible to bid on a vacant or newly established duty assignment or a preferred assignment.
5. Application
A written request by a full-time regular employee or a part-time fixed schedule employee within his category for consideration for an assignment for which he is not entitled to submit a bid.

E. Probationary Employees

1. Probationary Period
The probationary period for a new employee shall be ninety

(90) calendar days. 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.

2. Falsification of Employment Application

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

3. Computation of Security

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

4. Separation from Postal Service

When an employee who is separated from the Postal Service for any reason is re-hired, he shall serve a new probationary period. If his separation was due to disability, his seniority shall be established in accordance with this Agreement.

F. Changes In Which Seniority Is Lost

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

1. Upon the employee's own request to be changed from one installation to another.
2. Upon reinstatement or reemployment.
3. Upon transfer into the Postal Service from any other Federal agency.
4. Upon a mutual exchange between the employees.

G. Changes In Which Seniority is Retained, Regained or Restored

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 in his resignation and furnished satisfactory evidence for inclusion in his personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same or lower salary level, from which originally separated; 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 Bureau of Retirement Insurance and Occupational Health, Civil Service Commission, and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner.

2. Restoration

On restoration in the same installation after return from military service, transfer under letter of authority or unjust removal, employee shall regain the same seniority rights he would have if not separated.

3. Reassignment and Return in 90 Days

A career employee, voluntarily reassigned from one installation to another with or without change in PS salary level, and voluntarily reassigned within 90 days to his former installation regains seniority previously acquired in the installation augmented by the intervening employment.

H. Bidding

All full-time positions in the Mail Bag Depositories, Repair Centers and Supply Centers, including higher level positions, shall be filled by a full-time employee who is the senior qualified bidder meeting the qualification standards for the position except for the following positions, which shall be filled on a best-qualified basis; **however, when job vacancies occur in Receiving and Shipping Clerk, SP 7-11 or Inventory Control Clerk, SP 7-13, present incumbents in the position may bid for the vacancy on the basis of senior qualified:**

<u>Position Number</u>	<u>Position Title</u>
SP 7-11	Receiving and Shipping Clerk (Level 5)
SP 7-13	Inventory Control Clerk (Level 5)
SP 7-29	Maintenance Mechanic—General (Level 6)
IP 70-165	ADP Equipment Operator (Level 5)
IP 70-110	Accountable Paper Supply Clerk (Level 5)

I. Special Benefits to Certain Veteran Employees

1. The seniority principles established by law, and contained in Article XII of the 1973 National Agreement continue in effect, where applicable, to those veterans who were within reach on an eligible register between May 1, 1940, and October 23, 1943.
2. Employees whose names are within reach on an eligible register and who lost opportunity for career appointment because of service in the military service after June 30, 1950, who subsequently received career appointment, based on restored eligibility, and were granted the benefits of Public Law 121 are entitled to seniority from the date the lower eligible on the same list of eligibles received a career appointment.

J. Filling Positions Reevaluated

1. When an occupied position is upgraded on the basis of the present duties:
 - a. The incumbent will remain in the upgraded job provided he has been in that job for more than one year.

- b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job for more than one year.

2. When an occupied position is upgraded on the basis of duties which are added to the position:

- a. The incumbent will remain in the upgraded job provided he has been in that job for more than one year. The year of required incumbency in the job begins when the employee first begins working the assignment.
- b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job in accordance with 2a, above.

3. When Management places automatic equipment in an installation and an employee is assigned to operate the equipment, the time the employee spends on this job before it is ranked and established shall be counted as incumbency in the position for the purpose of being upgraded or assigned.

Section 2. Posting

A. Newly established and vacant duty assignments shall be posted as follows:

1. All vacant duty assignments within the bargaining unit shall be posted for bid within 10 days after a determination has been made that the position is not to be reverted. **If a vacant duty assignment has not been posted within 30 days, the installation head or his designee shall consult with the Union.** All newly established duty assignments within the bargaining unit shall be posted for bid within 10 days after the new duty assignment has been established. If a position is reverted, a notice shall be posted within 10 days advising of the action taken and the reasons therefor.
2. When it is necessary that fixed scheduled day(s) of work in the basic workweek for an assignment be permanently changed, the affected assignment(s) shall be reposted.
3. No assignment will be posted because of change in starting time unless the change exceeds an hour. Whether to post or not is negotiable at the local level, if it exceeds one hour.
4. Change in duty assignment as specified below, will require reposting:
 - a. A 50% change in duties (actual duties performed).
 - b. A change in principal assignment area which requires reporting to a different physical location; i.e., building, or facility, etc., except the incumbent shall have the option to accept the new assignment.
5. The installation head shall establish a method for handling multiple bidding on duty assignments which are simultaneously posted.

6. An employee may withdraw his bid on a posted assignment, if the withdrawal request is received in writing prior to the closing date of the posting.
7. An unassigned employee may bid on duty assignments posted for bid. Any unassigned employee may be assigned to any vacant duty assignment **provided, however, if more than one such vacant duty assignment is available, the employee's preference for such assignment will be given consideration.**
8. All bids to be submitted on a standard bid form. In the absence of a standard bid form, a bid submitted in writing shall be acceptable.

B. Place of Posting

Bids for an assignment shall be posted on all official bulletin boards at the installation where the vacancy exists. Copies of the notice shall be given to the designated **Union representative**. When an absent employee has so requested in writing, stating his mailing address, a copy of any notice inviting bids shall be mailed to him by the installation head. Posting and bidding for preferred duty assignments shall be installation-wide unless otherwise specified by local agreement.

C. Length of Posting

The notice shall remain posted for 10 days.

D. Information on Bids

Notice shall include:

1. The duty assignment (as defined above in Section 1D2, if applicable) by position title and number; e.g., key, standard, or individual position.
2. PS salary level.
3. Hours of duty (beginning, ending).
4. The principal assignment area; e.g., section and/or location of activity.
5. Qualification standards and occupational code number.
6. Physical requirement(s) unusual to the specific assignment (heavy lifting, etc.).
7. Invitation to employees to submit bids.
8. The scheduled days of work.

9. Dates of posting and time.

E. Successful Bidder

1. Within 10 days after the closing date of the posting, the installation head shall post a notice stating the successful bidder and his seniority. The senior qualified bidder meeting the qualification standards established for that position or the best qualified selection, if applicable, shall be designated the "successful" bidder.

2. **The successful bidder must be placed in the new assignment no later than 15 days after the date of notification of selection as provided in E1 above.**

3. Duty Assignment Requiring Machine Qualifications

When the duty assignment requires machine qualifications if the senior bidder is qualified on machine qualifications (aptitude) assign him in compliance with 2 above. If the senior bidder is not qualified on machine qualifications (aptitude) when posting period is closed, permanent filling of the preferred assignments shall be deferred until the senior bidder is qualified on the machine qualifications (aptitude). The hours of training established for machine qualification shall constitute the deferment period, which shall begin on the first day of training. A notice shall be posted stating the successful bidder immediately after the end of the deferment period, the senior bidder then qualified shall be permanently assigned. During the deferment period, the assignment normally should be filled by the detail of a qualified employee.

4. Ninety Day Work Requirement

An employee who is placed in any of the above vacant duty assignments in accordance with this Section shall be required to work that duty assignment, after completion of training and qualifying for a period of no less than ninety (90) days, unless he exercises a bid:

- (1) to a similar machine assignment with different days or hours of duty;
- (2) to a job in a higher level;
- (3) due to elimination or reposting of his duty assignment;
- (4) which enables an employee to become assigned to a station closer to his place of residence;
- (5) or because of substantiated medical or health reasons, whereby continuation of the assignment would be harmful to the employee.

5. Machine Operator Pool

A pool of qualified machine operators will be maintained for replacements and relief assignments. The senior bidder meeting the criteria for training shall be given first consideration for training.

6. Detail From Bid Duty Assignment

Normally an employee shall work the duty assignment for which he has been designated the successful bidder. However, when an employee is moved off his duty assignment, he shall not be replaced by another employee **except in the case of detail to a higher level position.**

F. When a new or vacant regularly scheduled full-time assignment contains four or more hours a day, five days a week, of handling of equipment or supplies by operation of a jitney, fork-lift or pallet truck, such assignment shall be posted for bid.

Section 3. Reassignments

A. Purpose

The purpose of this **Section** is to provide for the placement of employees of Mail Bag Depositories, Repair Centers, and Supply Centers when necessary as specified herein, in all installations or facilities of the United States Postal Service in which the signatory Unions of the National Agreement have national recognition to represent bargaining unit employees. The provisions of this Agreement are applicable to part-time employees with a regular schedule in the same manner as to full-time employees but in a separate category.

B. Basic Principles and Reassignments. When it is proposed to:

1. Discontinue an independent installation;
2. Consolidate an independent installation (i.e., discontinue the independent identity of an installation by making it part of another and continuing independent installation);
3. Reassign within an installation employees excess to the needs of a section of that installation;
4. Reduce the number of regular work force employees of an installation other than by attrition;
5. Reassignment—Part-time flexibles in excess of needs; such actions shall be subject to the following principles and requirements.

C. Principles and Requirements

1. Dislocation and inconvenience to regular work force employees affected shall be kept to the minimum consistent with the needs of the service.
2. The Regional Postmasters General and area managers shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned.
3. No employee shall be allowed to displace, or "bump" another employee properly holding a position or duty assignment.
4. Union(s) shall be notified in advance (as much as six months whenever possible); such notification to be at the regional level, except under B3 above, which shall be at the local level.
5. Employees of the regular work force involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, will be governed by the standardized Government travel regulations as set forth in Methods Handbook M-9, "Travel".

6. Any employee volunteering to accept reassignment to a craft or occupational group in another installation in the Postal Service shall start a new period of seniority beginning with such assignment, except as provided herein.
7. Whenever changes in processing patterns are undertaken in an area including one or more Mail Bag Depository, Repair Center or Supply Center installation(s) with resultant successive reassignments of personnel from those installations to one or more central installation(s), in the Postal Service, such reassignments shall be treated as details for the first 180 days in order to prevent inequities in the seniority lists at the gaining installations. The 180 days is computed from the date of the first detail of an employee to the gaining or new installation in that specific planning program. **Commencing with reassignments effected after June 1, 1976, the 180 day period above shall be reduced to 120 days.**
8. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous service in the regular work force in the Postal Service.
9. Whenever in this Agreement provision is made for reassignments, it is understood that any regular work force employee reassigned must meet the qualification requirements of the position to which reassigned.
10. This Agreement is effective only in relation to regular work force postal employees in the bargaining unit, exclusively represented at the national level by the signatory employee organizations.
11. It is understood that any employee entitled hereunder to a specific placement may exercise such entitlement only if no other employee has a superior claim hereunder to the same position.
12. Surplus U.S. Postal Service employees reassigned from mail processing and mail delivery installations, regional offices, the U.S. Postal Service Headquarters, and from other Federal departments or agencies shall begin a new period of seniority effective the date of reassignment.

D. Special Provisions on Reassignments. In addition to the general principles and requirements above specified, the following specific provisions are applicable:

1. Discontinuance or Closing of an Independent Installation
 - a. When an independent installation is discontinued, all employees of the regular work force shall, to the maximum extent possible, be involuntarily reassigned to continuing postal positions in accordance with the following:
 - b. Involuntary reassignment of full-time employees in vacancies in positions the incumbents of which are represented by the APWU or Mail Handlers at the same or lower level in positions for which they meet the minimum qualifications in installations within 100 miles of the discontinued installation,

or in more distant installations, if after consultation with the affected Union(s), it is determined that it is necessary. Seniority will be determined by the Agreement covering the position to which reassignment is made, except as provided in D6 herein. The Postal Service will designate such installations for the reassignment of excess full-time employees. When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.

- c. Involuntary reassignment of part-time flexibles in any vacancy in the part-time flexible category in positions for which they meet the minimum qualifications in any installation within 100 miles of the discontinued installation or in more distant installations, if after consultation with the affected Union(s) it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of the part-time flexibles. Seniority will be determined by the Agreement covering the position to which reassigned.
 - d. Full-time employees for whom no full-time vacancies are available by the time the installation is discontinued shall be changed to part-time flexibles in a craft represented by the APWU or the Mail Handlers for which they meet the minimum qualifications and placed as such, but shall for six months retain placement rights to full-time vacancies in positions the incumbents of which are represented by the APWU or the Mail Handlers for which they meet the minimum qualifications developing within that time within any installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the affected Union(s), it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of excess full-time employees on the same basis as if they had remained full-time.
 - e. Employees, full-time or part-time flexibles, involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level and category and unit or occupational group from which reassigned.
2. Consolidation of an Independent Installation
- If consolidation of a Mail Bag Depository, Repair Center or Supply Center should occur, the reassignment of employees is subject to negotiation between the parties.
3. Reassignment Within an Installation of Employees Excess to the Needs of a Section
- a. The identification of assignments comprising for this purpose a section shall be determined locally by negotiations with the local affiliate Union designated by the signatory Unions to

this Agreement. If no sections are established immediately by local negotiation, the entire installation shall comprise the section.

- b. Full-time employees, excess to the needs of a section, starting with that employee who is junior in the same section and in the same level and occupational group assigned in that section, shall be reassigned outside the section but within the same installation in the same or lower level. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder in the same installation. Their preference is to be considered if more than one such assignment is available.
 - c. Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy in his salary level after employees in the section have completed bidding. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. His failure to exercise the option does not terminate his retreat rights in the salary level in which he was reassigned away from the section.
 - d. The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid for the full-time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy.
4. Reduction in the Number of Employees in an Installation, Other than by Attrition
- a. **Reassignments within installations:** When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition that installation:
 - (1) Shall determine by level and occupational group the number of excess employees.
 - (2) Shall to the extent possible, minimize the impact on regular work force employees by separation of all casuals, postal assistants, seasonal assistants, etc.
 - (3) Shall, to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours.
 - (4) Shall identify as excess the necessary number of junior full-time employees in the salary level and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time employees who meet the minimum qualifications for vacant assignments in other levels in the same installation; involuntarily reassign them in the same or lower level without loss of seniority.

- (5) The employee shall be returned at the first opportunity to the level and occupational group from which he was reassigned.
 - b. Reassignments to Other Installations after Making Reassignments Within the Installation
 - (1) Involuntarily reassign such excess full-time employees starting with the junior for duty assignments to vacancies in positions to which incumbents are represented by the APWU or Mail Handlers in the same or lower level in positions for which they meet minimum qualification standards in installations within 100 miles of the losing installation or in more distant installations, if after consultation with the affected Union(s) it is determined that it is necessary, seniority will be determined by the Agreement covering the positions to which reassignment is made except as provided in D6 herein. The Postal Service will designate such installations for the reassignment of excess full-time employees.
 - (2) Any senior employee in the same level and occupational group in the same installation may elect to be reassigned to the gaining installation, under the same seniority provision as junior employees. Such senior employees who accept reassignment to the gaining installation do not have retreat rights.
 - (3) When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.
 - (4) A full-time employee shall have the option of changing to part-time flexible (if a need exists) in the same unit and occupational group in lieu of involuntary reassignment.
 - (5) Employees involuntarily reassigned under b(1) above other than senior employees who elect to be reassigned in place of junior employees, shall be entitled at the time of such reassignment to file a written request to be returned to the first vacancy in the level, in the unit and occupational group in the installation from which reassigned, and such request shall be honored so long as he does not withdraw it or decline to accept an opportunity to return in accordance with such request.
5. Reassignment—Part-Time Flexibles in Excess of Needs
- When there are part-time flexible employees in excess of the needs of the installation for whom work is not available, part-time flexibles lowest on the part-time flexible roll equal in number to such excess may be reassigned to the foot of the part-time flexible roll in positions for which they meet the minimum qualifications standards in another installation.
- a. An excess part-time flexible employee reassigned to another installation shall be assigned to the foot of the part-time flex-

- ible roll and begin a new period of seniority, except as otherwise provided.
- b. A senior part-time flexible in the unit and occupational group in the same installation may elect to be reassigned in another installation in a position for which the employee meets the minimum qualification standards.
 - c. The U.S. Postal Service will designate, after consultation with the affected Union(s), vacancies at installations in which excess part-time flexibles may request to be reassigned, beginning with vacancies in other levels and occupational groups in the same installations; then vacancies in other installations, making the designations to minimize relocation hardships to the extent practicable.
 - d. Part-time flexibles reassigned to a level or occupational group in the same installation shall be returned to the first part-time flexible vacancy within level and occupational groups from which reassigned.
 - e. Part-time flexibles reassigned to other installations have retreat rights to the next such vacancy according to their standing on the part-time flexible roll in the losing installation, but such retreat right does not extend to part-time flexibles who elected to request reassignment in place of the junior part-time flexibles.
 - f. The right to return is dependent upon a written request made at the time of reassignment from the losing installation and such request shall be honored unless it is withdrawn or an opportunity to return is declined.
6. Seniority Exception Regarding Reassignment
- Employees in the Mail Bag Depositories, Repair Centers and Supply Centers who were once employed in the U.S. Postal Service engaged in customer service and/or mail processing and who transferred or were reassigned voluntarily or involuntarily to the Mail Bag Depositories, Repair Centers or Supply Centers shall have the right to return to an installation engaging in customer service and/or mail processing under the following condition:
- If an employee is excessed because of the closing or consolidation of an installation, and he has once been employed in an installation engaging in customer service and/or mail processing as a mail handler and is assigned back to the mail handler craft, he shall be reassigned without any loss of seniority. If assigned to a position, the incumbent of which is represented by the APWU, his seniority shall be as per the seniority agreement of the gaining craft.

Section 4. Definition of a Section

The Employer and the Union shall define sections in accordance with the local implementation provision of the National Agreement. Such definition will be confined to one of the following:

- a. pay location;

- b. by floor;
- c. tour;
- d. job within an area;
- e. type of work;
- f. the entire installation;
- g. building.

Section 5. Anti-Fatigue Measures

A. The subject of fatigue as it relates to the safety and health of an employee is a proper subject for the consideration of the joint Labor-Management Safety Committee as provided in Article XIV of the National Agreement. The Employer will continue past practices with regard to anti-fatigue devices.

B. The feasibility of study of seating devices, including seats with back support for the purpose of improving upon and eventually replacing present equipment supplied as "sit-stand" or anti-fatigue devices is a proper subject for determination by the National Labor-Management Committee.

Section 6. Transfer Request

Prior to hiring employees, installation heads will consider requests for transfers submitted by employees from other installations. **A written acknowledgement will be given to employees who submit a written request for voluntary transfer.**

An employee whose transfer is approved will be allowed to use up to five (5) days of his annual leave or five (5) days leave without pay for purposes of transferring.

Section 7. Local Policy on Telephone

The parties recognize that telephones are for official USPS business. However, the Employer at the local level shall establish a policy for the use of telephones by designated Union representatives for legitimate business related to the administration of this Agreement, subject to sound business judgment and practice.

Section 8. Parking

Where there are Postal Service parking spaces at a local installation, the assignment of a parking space for the designated agent of the Union shall be a proper subject for local negotiations.

Section 9. Labor-Management Committee Meetings

A. **Provided agenda items are submitted, Labor-Management Committee meetings shall be scheduled once a month.**

B. Agenda items will be exchanged at least 72 hours prior to such meetings. Meetings shall be held at a time and date convenient to

both parties. Where agenda items do not warrant a regularly scheduled meeting, discussions may take place by mutual agreement.

C. Provisions for minutes of local Labor-Management Committee meetings shall be a proper subject for local negotiations.

Section 10. Holidays

Subject to the provisions of the National Agreement, the Employer will determine the number and categories of employees needed for holiday work. Within these categories, the Employer will select volunteers by seniority. If there are not sufficient volunteers, inverse seniority will be used to select employees to work on the holiday.

Section 11. Inspection of Lockers

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

Section 12. Tools

The Employer will provide adequate tools, tool kits and equipment on a charge-out basis to those employees who require such items for the performance of their assigned function. The determination as to what tools, tool kits and equipment are required and the adequacy of such items will be made by the Employer. Where the Employer determines that tools are obsolete, such tools will be recalled and removed from the employee's accountability.

Section 13. Leave Program

A. Choice Vacation Period

If, at the end of the local implementation period provided for in the National Agreement, the local parties have not reached an agreement on the length of the choice vacation period, the choice vacation period will be 23 consecutive weeks commencing on the Saturday falling nearest April 15th. The 23 week period shall include military leave and approved leave to attend National, State and Regional Conventions (Assemblies).

B. Vacation List

The vacation sign-up list, after the initial sign-up period, shall be maintained at a location accessible to employees.

After the initial sign-up list is completed and vacant weeks still exist on the vacation sign-up list, requests for such vacant weeks shall be handled as follows:

1. The installation head will honor all employee requests for annual leave during the vacant weeks provided such requests have been submitted seven (7) days in advance of the leave period desired.

2. The installation head will, to the extent practical, grant requests for vacant weeks submitted less than seven (7) days in advance of the leave period desired.

C. Emergency Leave

To the maximum extent practical, the installation head will consider an employee's request for emergency leave. Each request for emergency leave will be considered on the merits of the individual situation.

Section 14. Local Implementation Format

Subject to the local implementation provisions of the National Agreement at the conclusion of the local negotiation period, the Management representative and the Union representative will sign a local memorandum of understanding for those items on which agreement has been reached. Any items which remain in dispute and which are subsequently resolved in accordance with the local implementation provisions of the National Agreement will be incorporated as an addendum to the local memorandum of understanding. The format for the local memorandum shall be as follows:

This Memorandum of Understanding is entered into on _____, 19____, at _____ between the representatives of the United States Postal Service, and the designated agent of the American Postal Workers Union, AFL-CIO, or the National Post Office Mail Handlers, Watchmen, Messengers, and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation provision of the 1975 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

Section 15. Part-time Employees

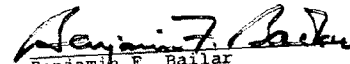
If an installation does not have part-time employees, 30 days prior to hiring the first such employee, the installation head shall consult with the Union.

Section 16. New Jobs

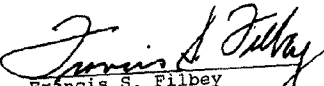
A copy of each newly established bargaining unit position shall be furnished to the Union within thirty (30) days after its creation. If a newly created position is not assigned to the bargaining unit and there is a dispute as to whether or not it properly belongs to the bargaining unit, the assignment of said position shall be subject to the grievance and arbitration procedure.


In witness whereof the Parties hereto affix their signatures below this 4th day of September, 1975.

For the
United States Postal Service:


Benjamin F. Bailar
Postmaster General

For the Unions:


Francis S. Filbey
General President
American Postal Workers
Union, AFL-CIO


Peter Fosco
President
National Post Office Mail
Handlers, Watchmen,
Messengers and Group
Leaders Division of the
Laborers' International
Union of North America,
AFL-CIO

**SUPPLEMENTAL AGREEMENT
MAIL EQUIPMENT SHOPS**

This Supplemental Agreement is made and entered into as of the 21st day of July, 1975 by and between the United States Postal Service (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO, and the National Post Office, Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, (hereinafter collectively referred to as the "Union") with respect to employees represented by the Union at the Employer's Mail Equipment Shops.

Article I, Section 1B, Section 3A, Section 3C, Section 4, Section 6 and Articles II, III, IV, V, VI, VII, VIII, IX, X, XI, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXV, XXVI, XXVII, XXVIII, XXIX, XXX, XXXI, XXXII, Section 2; XXXIII, XXXIV, XXXV, XXXVI, XLIV and XLV of the 1975 National Agreement shall apply to bargaining unit employees employed at the Employer's Mail Equipment Shops.

Section 1. Principles of Seniority

A. Introduction

1. The United States Postal Service, the American Postal Workers Union, AFL-CIO, and the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions, and practices.
2. This Agreement will continue relative seniority standings properly established under past principles, rules, and instructions and the Agreement shall be so applied. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule, or practice in support of the request.

B. Coverage

These rules apply to full and part-time employees with regular schedules. No employee, solely by reason of this Agreement, shall be displaced from an assignment he gained in accord with former rules.

C. Responsibility

The installation head shall be responsible for the administration of seniority. A current seniority list shall be posted on official bulletin boards following the effective date of this Agreement and a copy of the seniority list shall be furnished to the Union. Thereafter, changes to the seniority list shall be made only when they occur and a copy of such changes will be provided to the Union. The application of this Supplemental Agreement on seniority will be open to local negotiations at the installation level in accordance with the local implementation provisions of the National Agreement.

D. Definitions

All bargaining unit employees in the unit of recognition shall constitute for seniority purposes, a single unit.

1. (a) Seniority for full-time employees is computed from date of transfer to, or appointment in the bargaining unit and continues to accrue so long as service in the bargaining unit is uninterrupted, except as otherwise provided herein.
- (b) Seniority for part-time fixed scheduled employees is computed from the date of appointment in this category of the work force and continues to accrue so long as service in the unit and category is uninterrupted.
- (c) Part-time flexible employees are placed on a part-time flexible roster in the order of the date of their appointment. When changing such employees to full-time, they shall be taken in the order of their standing on the part-time flexible roster. These employees do not have seniority rights; however, their relative length of service **shall be considered** as a guide in assignments and for other purposes.
2. **Duty Assignment.** A duty assignment is a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.
3. **Preferred Duty Assignments.** A preferred duty assignment is any assignment preferred by a full-time employee.
4. **Bid.** A written request submitted to the installation head to be assigned to a duty assignment by an employee eligible to bid on a vacant or newly established duty assignment or a preferred assignment.
5. **Application.** A written request by a full-time **regular employee or a part-time fixed schedule employee within his category** for consideration for an assignment for which he is not entitled to submit a bid.

E. Probationary Period

1. The probationary period for a new employee shall be ninety (90) calendar days. 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.
2. The parties recognize that the failure of the Employer to discover a falsification by an employee in his employment application prior to the expiration of his probationary period shall not bar the use of such falsification as a reason for discharge.
3. When an employee completes the probationary period, his seniority will be computed in accordance with this Agreement as of his initial day of full-time or part-time employment.
4. When an employee who is separated from the Postal Service for any reason is re-hired, he shall serve a new probationary period.

If his separation was due to disability, his seniority shall be established in accordance with this Agreement.

F. Changes in Which Seniority is Lost

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

1. When the change is at his own request from one installation to another.
2. Upon reinstatement or reemployment.
3. Upon transfer into the Postal Service from any other Federal agency.
4. **Upon a mutual exchange between the employees.**

G. Changes in Which Seniority is Retained, Regained or Restored

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 in his resignation and furnished satisfactory evidence for inclusion in his personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same or lower salary level, from which originally separated; 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 Bureau of Retirement Insurance and **Occupational Health**, Civil Service Commission, and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner.
2. **Restoration.**
On restoration to the bargaining unit in the Mail Equipment Shops after return from military service, transfer under letter of authority, or unjust removal, employee shall regain the same seniority rights he would have if not separated.
3. **Reassignment and Return in 90 Days.**
A career employee, voluntarily reassigned from one installation to another with or without change in PS salary level, and voluntarily reassigned within 90 days to his former installation regains seniority previously acquired in the installation augmented by the intervening employment.

H. Bidding

1. All full-time bargaining unit positions in the Mail Equipment Shops, including higher level positions, shall be filled by a full-time employee who is the senior qualified bidder meeting the qualification standards for the position except for the following positions which shall be filled on a best qualified basis:

Position Number	Position Title
SP 6-2	General Mechanic (5)
SP 7-3	Lockmaker (5)
IP 70-14	Electrician (7)
IP 70-26	Head Lockmaker (6)
IP 70-28	Machine Operator (6)

2. The successful bidder selected on the basis of senior qualified, shall be placed in the bid position for a period of up to and including thirty (30) calendar days, excluding days of absence on scheduled work days, for the purpose of demonstrating the required competency and ability to perform the work. The Employer may, at anytime during the thirty (30) calendar day period, return the selected employee to his former position without prejudice if it is determined the employee does not possess the required competency or ability to perform the work. In the event the selected employee is returned to his former position during the qualifying period, the Employer shall select another candidate for the position from the original bid list, if any, who meets the position qualifications. A determination by the Employer to disqualify a selected employee for incompetency or inability to perform the work shall be subject to the provisions of the grievance-arbitration procedure.

I. Special Benefits to Certain Veteran Employees

1. The seniority principles established by law, and contained in Article XII of the 1973 National Agreement continue in effect, where applicable, to those veterans who were within reach on an eligible register between May 1, 1940, and October 23, 1943.
2. Employees whose names are within reach on an eligible register and who lost opportunity for career appointment because of service in the military service after June 30, 1950, who subsequently received career appointment, based on restored eligibility, and were granted the benefits of Public Law 121 are entitled to seniority from the date the lower eligible on the same list of eligibles received a career appointment.

J. Filling Positions Reevaluated

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

- quired incumbency in the job begins when the employee first begins working the assignment.
- b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job in accordance with 2a, above.

3. When management places new automatic equipment in the Mail Equipment Shops and an employee is assigned to operate the equipment, the time the employee spends on this job before it is ranked and established shall be counted for the purpose of being upgraded or assigned.

Section 2. Posting

A. Newly established and vacant duty assignments shall be posted as follows:

1. **All vacant duty assignments within the bargaining unit shall be posted for bid within 10 days after a determination has been made that the position is not to be reverted. If a vacant duty assignment has not been posted within 30 days, upon request, the installation head, or his designee shall consult with the Union. All newly established duty assignments within the bargaining unit shall be posted for bid within 10 days after the new duty assignment has been established.** If a position is reverted, a notice shall be posted within 10 days advising of the action taken and the reasons therefor. The duties of a vacant assignment will not be segmented solely to avoid the posting or reversion of a vacant position.
2. When it is necessary that fixed scheduled day(s) of work in the basic workweek for an assignment be permanently changed, the affected assignment(s) shall be reposted.
3. No assignment will be posted because of change in starting time unless the change exceeds one hour. Whether to post or not is negotiable at the local level, if it exceeds one hour.
4. Change in duty assignment as specified below, will require reposting:
 - a. A 50% change in duties (actual duties performed).
 - b. **A change in principal assignment area which requires reporting to a different physical location; i.e., building, facility, etc., except the incumbent shall have the option to accept the new assignment.**
5. The **installation head** shall establish a method for handling multiple bidding on duty assignments which are simultaneously posted.
6. An employee may withdraw his bid on a posted assignment, if the withdrawal request is received in writing prior to the closing date of the posting.
7. An unassigned employee may bid on duty assignments posted for bid. Any unassigned employee may be assigned to any vacant duty assignment provided, **however, if more than one such**

vacant duty assignment is available, the employee's preference for such assignment will be given consideration.

8. All bids to be submitted on a standard bid form. In the absence of a standard bid form, a bid submitted in writing shall be acceptable.

B. Place of Posting

Bids for an assignment shall be posted on all official bulletin boards. Copies of the notice shall be given to the designated **Union representative**. When an absent employee has so requested in writing, stating his mailing address, a copy of any notice inviting bids shall be mailed to him by the **installation head**. Bidding for preferred duty assignments shall be unit-wide unless otherwise specified by local agreement.

C. Length of Posting

The notice shall remain posted for 10 days.

D. Information on Bids

Notice shall include:

1. The duty assignment (as defined above in Section 1D2, if applicable) by position title and number; e.g., key, standard, or individual position.
2. PS salary level.
3. Hours of duty (beginning, ending).
4. The principal assignment area, e.g., section and/or location of activity.
5. Qualification standards and occupational code number.
6. Physical requirement(s) unusual to the specific assignment (heavy lifting, etc.).
7. Invitation to employees to submit bids.
8. The scheduled days of work.
9. Dates of posting and time.

E. Successful Bidder

1. Within 10 days after the closing date of the posting, the installation head shall post a notice stating the successful bidder and his seniority. The senior qualified bidder meeting the qualification standards established for that position or the best qualified selection, if applicable, shall be designated the "successful" bidder.
2. The successful bidder must be placed in the new assignment **no later than 15 days after the date of notification of selection as provided in E1 above**.
3. Ninety Day Work Requirement.
 - a. An employee who is placed in any of the vacant duty assignments in accordance with this section shall be required to work that duty assignment for a period of no less than ninety (90) days, unless he exercises a bid:

- (1) to a similar machine assignment with different days or hours of duty;
 - (2) to a job in a higher level;
 - (3) due to elimination or reposting of his duty assignment; or
 - (4) because of substantiated medical or health reasons, whereby continuation would be harmful to the employee.
- b. Where the **installation head** deems it necessary to maintain a pool of qualified operators for replacement and relief assignments, the senior bidder meeting the criteria for training shall be given first consideration for training.
4. Normally, an employee shall work the duty assignment for which he has been designated the successful bidder.

Section 3. Definition of a Section

The Employer and the Union shall define sections in accordance with the local implementation provision of the National Agreement. Such definition will be confined to one of the following:

- a. pay location;
- b. by floor;
- c. tour;
- d. job within an area;
- e. type of work;
- f. bargaining unit.

Section 4. Reassignments

A. Purpose

The purpose of this **Section** is to provide for the placement of bargaining unit employees of the Mail Equipment Shops, when necessary as specified herein, into mail processing and Mail Bag Depositories, Repair Centers and Supply Centers of the United States Postal Service. The provisions of this Agreement are applicable to part-time employees with a regular schedule in the same manner as to full-time employees but in a separate category.

B. Basic Principles and Reassignments

When it is proposed to:

1. Discontinue an independent installation;
2. Consolidate an independent installation (i.e., discontinue the independent identity of an installation by making it part of another and continuing independent installation);
3. Reassign within an installation employees excess to the needs of a section of that installation;
4. Reduce the number of regular work force employees of an installation other than by attrition;

5. Reassignment—Part-Time Flexibles in Excess of Needs.
Such actions shall be subject to the following principles and requirements.

C. Principles and Requirements

1. Dislocation and inconvenience to regular work force employees affected shall be kept to the minimum consistent with the needs of the service.
2. The Regional Postmaster General and area manager shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned.
3. No employee shall be allowed to displace or "bump" another employee properly holding a position or duty assignment.
4. The Union shall be notified in advance (as much as six months whenever possible); such notification to be at the national level, except under B3 above, which shall be at the local level.
5. Employees of the regular work force involuntarily detailed or reassigned from the Mail Equipment Shops to another installation shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate. If legally payable, such payments will be governed by the standardized Government travel regulations as set forth in Methods Handbook M-9, "Travel".
6. Any employee volunteering to accept reassignment to a craft or occupational group in another installation in the Postal Service shall start a new period of seniority beginning with such assignment, except as provided herein.
7. Whenever reassignments of personnel are made from the Mail Equipment Shops to another installation(s) in the Postal Service, such reassignments shall be treated as details for the first 180 days in order to prevent inequities in the seniority lists at the gaining installations. The 180 days is computed from the date of the first detail of an employee to the gaining or new installation in that specific planning program. **Commencing with reassignments effected after June 1, 1976, the 180 day period above shall be reduced to 120 days.**
8. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous service in the regular work force in the Postal Service.
9. Whenever in this Agreement provision is made for reassignments, it is understood that any regular work force employee reassigned must meet the qualification requirements of the position to which reassigned.
10. This Agreement is effective only in relation to regular work force postal employees in the bargaining unit.
11. It is understood that any employee entitled hereunder to a specific placement may exercise such entitlement only if no other employee has a superior claim hereunder to the same position.

12. Surplus U.S. Postal Service employees reassigned from mail processing and mail delivery installations, regional offices, the U.S. Postal Service Headquarters, and from other Federal departments or agencies shall begin a new period of seniority effective the date of reassignment.

D. Special Provisions on Reassignments

In addition to the general principles and requirements above specified, the following specific provisions are applicable:

1. Discontinuance or Closing of the Mail Equipment Shops. In the event the Mail Equipment Shop is discontinued or closed, all employees of the regular work force shall, to the maximum extent possible, be involuntarily reassigned to continuing postal positions in accordance with the following:
 - a. Involuntary reassignment of full-time employees in vacancies in positions the incumbents of which are represented by the APWU or Mail Handlers at the same or lower level in positions for which they meet the minimum qualifications in an installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the affected Union, it is determined that it is necessary. Seniority will be determined by the Agreement covering the position to which reassignment is made, except as provided in Section D6 herein. The Postal Service will designate such installations for the reassignment of excess full-time employees. When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.
 - b. Involuntary reassignment of part-time flexibles in any vacancy in the part-time flexible category in positions for which they meet the minimum qualifications in any installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the affected Union, it is determined that it is necessary. The Postal Service will designate such installations for the reassignment of the part-time flexibles. Seniority will be determined by the Agreement covering the position to which reassigned.
 - c. Full-time employees for whom no full-time vacancies are available by the time the installation is discontinued shall be changed to part-time flexibles in a craft represented by the APWU or the Mail Handlers for which they meet the minimum qualifications. They shall for six months retain placement rights to full-time vacancies in positions the incumbents of which are represented by the APWU and the Mail Handlers for which they meet the minimum qualifications. This provision will be applicable within any installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the affected Unions, it is determined that it is necessary. The Postal Service will designate such installations for the reassignment of

excess full-time employees on the same basis as if they had remained full-time.

- d. Employees, full-time or part-time flexibles, involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level and category and unit or occupational group from which reassigned.

2. Consolidation of the Mail Equipment Shops

If consolidation of the Mail Equipment Shops should occur, the reassignment of employees is subject to negotiation between the parties.

3. Reassignment Within the Mail Equipment Shops of Employees Excess to the Needs of a Section

- a. The identification of assignments comprising for this purpose a section shall be determined by local negotiations. If no sections are established immediately by local negotiation, the entire bargaining unit shall comprise the section.
- b. Full-time employees, excess to the needs of a section, starting with that employee who is junior in the same section and in the same level and occupational group assigned in that section, shall be reassigned outside the section but within the bargaining unit in the same or lower level. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder. Their preference is to be considered if more than one such assignment is available.
- c. Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy in his salary level after employees in the section have completed bidding. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. His failure to exercise the option does not terminate his retreat rights in the salary level in which he was reassigned away from the section.
- d. The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid for the full-time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy.

4. Reduction in the Number of Employees in the Mail Equipment Shops, Other than by Attrition

- a. Reassignments within the Mail Equipment Shops. When for any reason the Mail Equipment Shops must reduce the number of employees more rapidly than is possible by normal attrition it shall:

- (1) Determine by level and occupational group the number of excess employees.
- (2) To the extent possible, minimize the impact on regular work force employees by separation of all casuals, public policy employees, etc.
- (3) To the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours.
- (4) Identify as excess the necessary number of junior full-time employees in the salary level and occupational group affected; make reassignments of excess full-time employees who meet the minimum qualifications for vacant assignments in other levels in the bargaining unit; involuntarily reassign them in the same or lower level without loss of seniority.
- (5) The employee shall be returned at the first opportunity to the level and occupational group from which he was reassigned.

b. Reassignments to Other Postal Installations after Making Reassignments Within the Bargaining Unit:

- (1) Involuntarily reassign such excess full-time employees starting with the junior for duty assignments to vacancies in positions to which incumbents are represented by the APWU or Mail Handlers in the same or lower level in positions for which they meet minimum qualification standards in installations within 100 miles of the losing installation, or in more distance installations, if after consultation with the affected Unions it is determined that it is necessary. Seniority will be determined by the Agreement covering the positions to which reassignment is made except as provided in Section D6 herein. The Postal Service will designate such installations for the reassignment of excess full-time employees.
- (2) Any senior employee in the same level and occupational group in the bargaining unit may elect to be reassigned to the gaining installation, under the same seniority provision as junior employees. Such senior employees who accept reassignment to the gaining installation do not have retreat rights.
- (3) When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee subject to displacement.
- (4) A full-time employee shall have the option of changing to part-time flexible (if a need exists) in the same unit and occupational group in lieu of involuntary reassignment.
- (5) Employees involuntarily reassigned under b(1) above other than senior employees who elect to be reassigned in place of junior employees, shall be entitled at the time of such reassignment to file a written request to be

returned to the first bargaining unit vacancy in the level and occupational group from which reassigned, and such request shall be honored so long as he does not withdraw it or decline to accept an opportunity to return in accordance with such request.

5. Reassignments—Part-Time Flexibles in Excess of Needs

When there are part-time flexible employees in excess of the needs of the Mail Equipment Shops for whom work is not available, part-time flexibles lowest on the part-time flexible roll equal in number to such excess may be reassigned to the foot of the part-time flexible roll in positions for which they meet the minimum qualifications standards in another installation.

- a. An excess part-time flexible employee reassigned to another installation shall be assigned to the foot of the part-time flexible roll and begin a new period of seniority, except as otherwise provided.
- b. A senior part-time flexible in the unit and occupational group may elect to be reassigned in another installation in a position for which the employee meets the minimum qualification standards.
- c. The U.S. Postal Service will designate, after meeting and consulting with the affected Union, vacancies at installations in which excess part-time flexibles may request to be reassigned, beginning with vacancies in other levels and occupational groups in the bargaining unit; then vacancies in other installations, making the designations to minimize relocation hardships to the extent practicable.
- d. Part-time flexibles reassigned to a level or occupational group in the bargaining unit shall be returned to the first part-time flexible vacancy within the level and occupational groups from which reassigned.
- e. Part-time flexibles reassigned to other installations have retreat rights to the next such vacancy according to their standing on the part-time flexible roll in the losing installation, but such retreat right does not extend to part-time flexibles who elected to request reassignment in place of the junior part-time flexibles.
- f. The right to return is dependent upon a written request made at the time of reassignment from the losing installation and such request shall be honored unless it is withdrawn or an opportunity to return is declined.

6. Seniority Exception Regarding Reassignment

Employees in the Mail Equipment Shops who were once employed in the U.S. Postal Service engaged in customer service and/or mail processing and who transferred or were reassigned voluntarily or involuntarily to the Mail Equipment Shops shall have the right to return to an installation engaging in customer service and/or mail processing under the following condition:

If an employee is excessed because of the closing or consolidation of an installation, and he has once been employed in

an installation engaging in customer service and/or mail processing as a mail handler and is assigned back to the Mail Handler craft, he shall be reassigned without any loss of seniority. If assigned to a position, the incumbent of which is represented by the APWU, his seniority shall be as per the seniority Agreement of the gaining craft.

Section 5. General Provisions

A. Anti-Fatigue Measures

1. The subject of fatigue as it relates to the safety and health of an employee is a proper subject for the consideration of the joint Labor-Management Safety Committee as provided in Article XIV of the National Agreement. The Employer will continue past practices with regard to anti-fatigue devices.
2. The feasibility of study of seating devices, including seats with back support, for the purpose of improving upon and eventually replacing present equipment supplied as "sit-stand" or anti-fatigue devices is a proper subject for determination by the National Labor-Management Committee.

B. Transfer Request

Prior to hiring employees, the installation head will consider requests for transfers submitted by employees from other installations. **A written acknowledgement will be given to employees who submit a written request for voluntary transfer.** An employee whose transfer is approved will be allowed to use up to five (5) days of his annual leave or five (5) days leave without pay for purposes of transferring.

C. Local Policy on Telephone

The parties recognize that telephones are for official USPS business. However, the Employer at the local level shall establish a policy for the use of telephones by designated Union Representatives for legitimate business related to the administration of this Agreement, subject to sound business judgment and practice.

D. Parking

Where there are Postal Service parking spaces at a local installation, the assignment of a parking space for the designated agent of the Union shall be a proper subject for local negotiations.

E. Labor-Management Committee Meetings

1. Provided agenda items are submitted, Labor-Management Committee meetings shall be scheduled once a month.
2. Agenda items will be exchanged at least 72 hours prior to such meetings. Meetings shall be held at a time and date convenient to both parties. Where agenda items do not warrant a regularly scheduled meeting, discussions may take place by mutual agreement in lieu thereof.
3. Provisions for minutes of local Labor-Management Committee meetings shall be a proper subject for local negotiations.

F. Holidays

Subject to the provisions of the National Agreement, the Employer will determine the number and categories of employees needed for holiday work. Within these categories, the Employer will select volunteers by seniority. If there are not sufficient volunteers, inverse seniority will be used to select employees to work on the holiday.

G. Inspection of Lockers

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

H. Local Implementation Format

Subject to the Local Implementation provisions of the National Agreement at the conclusion of the local negotiation period, the Management representative and the Union representative will sign a local memorandum of understanding for those items on which agreement has been reached. Any items which remain in dispute and which are subsequently resolved in accordance with the local implementation provisions of the National Agreement will be incorporated as an addendum to the local memorandum of understanding. The format for the local memorandum shall be as follows:

This Memorandum of Understanding is entered into on _____, 19____, at _____ between the representatives of the United States Postal Service, and the designated agent of the American Postal Workers Union, AFL-CIO, and the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders' Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the local implementation provision of the 1975 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

I. New Jobs

A copy of each newly established bargaining unit position shall be furnished to the Union within thirty (30) days after its creation. If a newly created position is not assigned to the bargaining unit and there is a dispute as to whether or not it properly belongs to the bargaining unit, the assignment of said position shall be subject to the grievance and arbitration procedure.

J. Part-Time, Casual Employees or Public Policy Employees

If a determination is made by the Employer to hire part-time employees in the Mail Equipment Shops, the **installation head** shall consult with the Union thirty (30) days prior to hiring the initial employee(s). Should it become necessary due to operational needs to hire additional part-time employees, the **installation head** will consult with the Union, as soon as practical, prior to hiring the additional part-time


employees. Should it become necessary due to operational needs to employ casuals or public policy employees, the **installation head** will meet and consult with the Union, as soon as practical, prior to hiring the initial casual or public policy employee(s).

K. Tools


The Employer will provide adequate tools, tool kits and equipment on a charge-out basis to those employees who require such items for the performance of their assigned function. The determination as to what tools, tool kits and equipment are required and the adequacy of such items will be made by the Employer. Where the Employer determines that tools are obsolete, such tools will be recalled and removed from the employee's accountability.

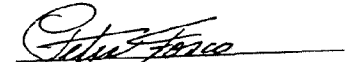
In witness whereof the Parties hereto affix their signatures below this 4th day of September, 1975.

For the
United States Postal Service:


Benjamin F. Bailar
Postmaster General

For the Unions:


Francis S. Filbey
General President
American Postal Workers
Union, AFL-CIO


Peter Fosco
President
National Post Office Mail
Handlers, Watchmen,
Messengers and Group Leaders
Division of the Laborers'
International Union of
North America, AFL-CIO

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL POST OFFICE MAILHANDLERS, WATCHMEN,
MESSENGERS AND GROUP LEADERS DIVISION OF THE
LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

I. The United States Postal Service and the Union agree that Article II, Non-Discrimination and Civil Rights, of the **1975-78** National Agreement will, in its entirety, be applicable to bargaining unit employees represented by the Union at the Mail Equipment Shops.

II. The Union and the USPS further agree that matters relating to minority employees in the Mail Equipment Shops may be brought forth before the Joint Committee on Human Rights at the national level.

III. The parties recognize that the Postal Service is covered by the provisions of Executive Order 11478, as amended, and Section 11 of the Equal Employment Opportunity Act of 1972.

Date: September 4, 1975

BENJAMIN F. BAILAR (S)

United States Postal Service

PETER FOSCO (S)

National Post Office Mail
Handlers, Watchmen,
Messengers and Group Leaders
Division of the Laborers'
International Union of North
America, AFL-CIO

FRANCIS S. FILBEY (S)

American Postal Workers
Union, AFL-CIO