

# **AGREEMENT**

**between**

**United States Postal Service**

**and**

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

**National Association of Letter Carriers, AFL-CIO**



**July 21, 1981–July 20, 1984**

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**National Association of Letter Carriers, AFL-CIO**



**July 21, 1981–July 20, 1984**

## NOTE

**Bold face type in the text indicates revised or new language representing substantive change, clarification of old language, or inclusion of former memoranda of understanding.**

**LETTER OF INTENT  
BETWEEN  
UNITED STATES POSTAL SERVICE  
AND  
JOINT BARGAINING COMMITTEE  
(American Postal Workers Union, AFL-CIO and  
National Association of Letter Carriers, AFL-CIO)**

The parties have agreed to certain format changes to the National Agreement. These changes, which include use of Arabic numerals instead of Roman numerals, inclusion of titles where none existed in previous contracts, and the changing of some letter/number indexing, in no way affect the substantive contents or intent of the provisions of this Agreement.

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## PREAMBLE

This Agreement (referred to as the **1981** National Agreement) is entered into as of the 21st day of July **1981**, 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 Association of Letter Carriers, AFL-CIO (hereinafter referred to collectively as the “Unions”).

## ARTICLE 1

### UNION RECOGNITION

#### Section 1. Unions

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

#### 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;

### **Article 1.3**

6. Employees in the supplemental work force as defined in Article 7;
7. Rural letter carriers; or
8. Mail handlers.

### **Section 3. Facility Exclusions**

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.

### **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 7, at all present and subsequently acquired installations, facilities, and operations of the Employer, wherever located.

### **Section 5. New Positions**

A. 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. Before such assignment of each new position the Employer shall consult with all of the Unions signatory to this Agreement for the purpose of assigning the new position to the national craft unit most appropriate for such position. The following criteria shall be used in making this determination:

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;

### **Article 2.1**

6. the contractual and legal obligations and requirements of the parties.

B. All Unions party to this Agreement shall be notified promptly by the Employer regarding assignments made under this provision. Should any of the Unions dispute the assignment of the new position within thirty (30) days from the date the Unions have received notification of the assignment of the position, the dispute shall be subject to the provisions of the grievance and arbitration procedure provided for herein.

### **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.

See Memo Page 166

## **ARTICLE 2**

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

#### **Section 1. Statement of Principle**

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.

## **Article 2.2**

### **Section 2. Committees**

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.

### **Section 3. Grievances**

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

## **ARTICLE 3 MANAGEMENT RIGHTS**

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

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 4.3**

### **ARTICLE 4**

#### **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/her 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 that employee fails to bid or apply for a position in the employee's former wage level.

#### Article 5

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

### ARTICLE 5

#### PROHIBITION OF UNILATERAL ACTION

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

### ARTICLE 6

#### NO LAYOFFS OR REDUCTION IN FORCE

(1) Each employee who is employed in the regular work force as of the date of the Award of Arbitrator **James J. Healy**, September 15, 1978, shall be protected henceforth against any involuntary layoff or force reduction.

It is the intent of this provision to provide security to each such employee during his or her work lifetime.

Members of the regular work force, as defined in Article VII of the Agreement, include full-time regulars, part-time employees assigned to regular schedules and part-time employees assigned to flexible schedules.

(2) Employees who become members of the regular work force after the date of this Award, September 15, 1978, shall be provided the same protection afforded under (1) above on completion of six years of continuous service and having worked in at least 20 pay periods during each of the six years.

(3) With respect to employees hired into the regular work force after the date of this Award and who have not acquired the protection provided under (2) above, the Employer shall have the right to effect layoffs for lack of work or for other legitimate reasons. This right may be exercised in lieu of reassigning employees under the provisions of Article 12, except as such right may be modified by agreement. Should the exercise of the Employer's right to lay off employees require the application of the provisions of Chapter 35 of Title 5, United States Code, employees covered by that Chapter with less than three years of continuous civilian

#### Article 6

federal service will be treated as "career conditional" employees.

The Employer's right as established in this section shall be effective July 20, 1979.

The following terms as to the employees' and Employer's rights and the rules and procedures to be followed in the implementation of Article 6 are a part of the September 15, 1978 Final Resolution and shall be final and binding upon the parties:

#### A. COVERAGE

##### 1. Employees protected against any involuntary layoff or force reduction

Those employees who occupy full-time, part-time regular or part-time flexible positions in the regular work force (as defined in Article 7) on September 15, 1978, are protected against layoff and reduction in force during any period of employment in the regular work force with the United States Postal Service or successor organization in his or her lifetime. Such employees are referred to as "protected employees." Other employees achieve protected status under the provisions of A.3 below.

##### 2. Employees subject to involuntary layoff or force reduction

Except as provided in A.1 and A.3, all employees who enter the regular work force, whether by hire, transfer, demotion, reassignment, reinstatement, and reemployment on or after September 16, 1978, are subject to layoff or force reduction and are referred to as "non-protected employees."

##### 3. Non-protected employees achieving protected status

(a) A non-protected employee achieves protected status upon completion of six years of continuous service in their regular work force. The service requirement is computed from the first day of the pay period in which the employee enters the regular work force. To receive credit for the year, the employee must work at least one hour or receive a call-in guarantee in lieu of work in at least 20 of the 26 pay periods during that anniversary year.

Absence from actual duty for any of the following reasons will be considered as "work" solely for the purposes of this requirement:

(1) To the extent required by law, court leave, time spent in military service covered by Chapter 43



## Article 6

of Title 38, or time spent on continuation of pay, leave without pay or on OWCP rolls because of compensable injury on duty.

- (2) Time spent on paid annual leave or sick leave, as provided for in Article 10 of the Agreement.
- (3) Leave without pay for performing Union business as provided for in Article 24 of the Agreement. All other unpaid leave and periods of suspension or time spent in layoff or RIF status will not be considered work. Failure to meet the 20 pay period requirement in any given anniversary year means the employee must begin a new six year continuous service period to achieve protected status.
- (b) Temporary details outside of the regular work force in which the employee's position of record remains in the regular work force count toward fulfilling the 20 pay periods of work requirement per year.
- (c) If a non-protected employee leaves the regular work force for a position outside the Postal Service and remains there more than 30 calendar days, upon return the employee begins a new service period for purposes of attaining six years continuous service.
- (d) If a non-protected employee leaves the regular work force and returns within two years from a position within the Postal Service the employee will receive credit for previously completed full anniversary years, for purposes of attaining the six years continuous service.

### B. PRECONDITIONS FOR IMPLEMENTATION OF LAY-OFF AND REDUCTION IN FORCE

1. The affected Union(s) shall be notified at the Regional level no less than 90 days in advance of any layoff or reduction in force that an excess of employees exists or will exist at an installation and that a layoff and reduction in force may be necessary. The Employer will explain to the Union(s) the basis for its conclusion that legitimate business reasons require the excessing and possible separation of employees.
2. No employee shall be reassigned under this Article or laid off or reduced in force unless and until that employee has been notified at least 60 days in advance

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that he or she may be affected by one or the other of these actions.

3. The maximum number of excess employees within an installation shall be determined by seniority unit within each category of employees (full-time, part-time regular, part-time flexible). This number determined by the Employer will be given to the Union(s) at the time of the 90-day notice.
4. Before implementation of reassignment under this Article or, if necessary, layoff and reduction in force of excess employees within the installation, the Employer will, to the fullest extent possible, separate all casuall within the craft and minimize the amount of overtime work and part-time flexible hours in the positions or group of positions covered by the seniority unit as defined in this Agreement or as agreed to by the parties. In addition, the Employer shall solicit volunteers from among employees in the same craft within the installation to terminate their employment with the Employer. Employees who elect to terminate their employment will receive a lump sum severance payment in the amount provided by Part 435 of the Employee and Labor Relations Manual, will receive benefit coverage to the extent provided by such Manual, and, if eligible, will be given the early retirement benefits provided by Section 8336(d)(2) of Title 5, United States Code and the regulations implementing that statute.
5. No less than 20 days prior to effecting a layoff, the Employer will post a list of all vacancies in other seniority units and crafts at the same or lower level which exist within the installation and within the commuting area of the losing installation. Employees in an affected seniority unit may, within 10 days after the posting, request a reassignment under this Article to a posted vacancy. Qualified employees will be assigned to such vacancies on the basis of seniority. If a senior non-preference eligible employee within the seniority unit indicates no interest in an available reassignment, then such employee becomes exposed to layoff. A preference eligible employee within the seniority unit shall be required to accept such a reassignment to a vacancy in the same level at the installation, or, if none exists at the installation, to a vacancy in the same level at an installation within the commuting area of the losing installation.

## Article 6

If the reassignment is to a different craft, the employee's seniority in the new craft shall be established in accordance with the applicable seniority provisions of the new craft.

### C. LAYOFF AND REDUCTION IN FORCE

1. **Definition.** The term "layoff" as used herein refers to the separation of non-protected, non-preference eligible employees in the regular work force because of lack of work or other legitimate, non-disciplinary reasons. The term "reduction in force" as used herein refers to the separation or reduction in the grade of a non-protected veterans preference eligible in the regular work force because of lack of work or other legitimate non-disciplinary reasons.
2. **Order of layoff.** If an excess of employees exists at an installation after satisfaction of the preconditions set forth in (B) above, the Employer may lay off employees within their respective seniority units as defined in the Agreement.
3. **Seniority units for purposes of layoff.** Seniority units within the categories of full-time regular, part-time regular, and part-time flexible, will consist of all non-protected persons at a given level within an established craft at an installation unless the parties agree otherwise. It is the intent to provide the broadest possible unit consistent with the equities of senior non-protected employees and with the efficient operation of the installation.
4. **Union representation.** Chief stewards and union stewards whose responsibilities bear a direct relationship to the effective and efficient representation of bargaining unit employees shall be placed at the top of the seniority unit roster in the order of their relative craft seniority for the purposes of layoff, reduction in force, and recall.
5. **Reduction in force.** If an excess of employees exists at an installation after satisfaction of the preconditions set forth in (B) above and after the layoff procedure has been applied, the Employer may implement a reduction in force as defined above. Such reduction will be conducted in accordance with statutory and regulatory requirements that prevail at the time the force reduction is effected. Should applicable law and regulations require that other non-protected, non-preference eligible

## Article 6

employees from other seniority units be laid off prior to reduction in force, such employees will be laid off in inverse order of their craft seniority in the seniority unit.

In determining competitive levels and competitive areas applicable in a force reduction, the Employer will submit its proposal to the Union(s) at least 30 days prior to the reduction. The Union(s) will be afforded a full opportunity to make suggested revisions in the proposal. However, the Employer, having the primary responsibility for compliance with the statute and regulations, reserves the right to make the final decision with respect to competitive levels and competitive areas. In making its decision with respect to competitive levels and competitive areas the Employer shall give no greater retention security to preference eligibles than to non-preference eligibles except as may be required by law.

### D. RECALL RIGHTS

1. Employees who are laid off or reduced in force shall be placed on recall lists within their seniority units and shall be entitled to remain on such lists for two years. Such employees shall keep the Employer informed of their current address. Employees on the lists shall be notified in order of craft seniority within the seniority unit of all vacant assignments in the same category and level from which they were laid off or reduced in force. Preference eligibles will be accorded no recall rights greater than non-preference eligibles except as required by law. Notice of vacant assignments shall be given by certified mail, return receipt requested, and a copy of such notice shall be furnished to the local union president. An employee so notified must acknowledge receipt of the notice and advise the Employer of his or her intentions within 5 days after receipt of the notice. If the employee accepts the position offered he or she must report for work within 2 weeks after receipt of notice. If the employee fails to reply to the notice within 5 days after the notice is received or delivery cannot be accomplished, the Employer shall offer the vacancy to the next employee on the list. If an employee declines the offer of a vacant assignment in his or her seniority unit or does not have a satisfactory reason for failure to reply to a notice, the employee shall be removed from the recall list.

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2. An employee reassigned from a losing installation pursuant to B(5) above and who has retreat rights shall be entitled under this Article to exercise those retreat rights before a vacancy is offered to an employee on the recall list who is junior to the reassigned employee in craft seniority.

### E. PROTECTIVE BENEFITS

1. **Severance pay.** Employees who are separated because of a layoff or reduction in force shall be entitled to severance pay in accordance with Part 435 of the Employee and Labor Relations Manual.
2. **Health and Life Insurance Coverage.** Employees who are separated because of a layoff or a reduction in force shall be entitled to the health insurance and life insurance coverage and to the conversion rights provided for in the Employee and Labor Relations Manual.

### F. UNION REPRESENTATION RIGHTS

1. The interpretation and application of the provisions of this Award shall be grievable under Article 15. Any such grievance may be introduced at the Regional level and shall be subject to priority arbitration.
2. The Employer shall provide to the affected Union(s) a quarterly report on all reassignments, layoff and reductions in force made under this Article.
3. Preference eligibles are not deprived of whatever rights of appeal such employees may have under applicable laws and regulations. However, if an employee exercises these appeal rights, the employee thereby waives access to any procedure under this agreement beyond Step 3 of the grievance-arbitration procedure.

### G. INTENT

The Employer shall not lay off, reduce in force, or take any other action against a non-protected employee solely to prevent the attainment of that employee of protection status.

## ARTICLE 7

### EMPLOYEE CLASSIFICATIONS

#### Section 1. Definition and Use

- A. Regular Work Force. The regular work force shall be

## Article 7.2

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 regular 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

1. The supplemental work force shall be comprised of casual employees. 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.
2. 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.
3. 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.
4. 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.

#### 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 schedule assignments by including work within different crafts or occupational groups after the following sequential actions have been taken:

#### **Article 7.3**

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 a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employees' knowledge and experience, in order to maintain the number of work hours of the employees' 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.

See Memo Page 166

#### **Section 3. Employee Complements**

A. The Employer shall staff 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.

B. 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.

C. 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 month period will demonstrate the need for converting the assignment to a full-time position.

D. 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.

See Memo Page 166 and 169

### **ARTICLE 8**

#### **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

#### **Article 8.4**

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.

See Memo Page 166—Letter of Intent Page 170

##### **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 employees.

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.

##### **Section 4. Overtime Work**

A. Overtime pay is to be paid at the rate of one and one-half (1-½) times the base 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 the employee's 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 30, Local Implementation.

C.1.a. 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.

b. Those absent, on leave or on light duty shall be passed over.

2.a. 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.

b. During the quarter every effort will be made to distribute equitably the opportunities for overtime among those on the list.

c. In order to insure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated quarterly.

d. Recourse to the "Overtime Desired" list is not necessary in the case of a letter carrier working on the employee's own route on one of the employee's 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. **In addition, no full-time regular employee will be required to work overtime on more than five (5) consecutive 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 the employee's base hourly rate of compensation for each hour of work performed during that period of service. An employee's regularly scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday premium 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 base hourly straight time rate.

**Section 8. Guarantees**

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

B. When a full-time regular employee is called in on the employee's non-scheduled day, the employee will be guaranteed eight hours work or pay in lieu thereof.

C. 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.

See Memo Page 166

**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 9

### SALARIES AND WAGES

#### Section 1. Basic Annual Salary

The basic annual salary schedules, 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 25, 1981—\$300 per annum**  
**Effective July 24, 1982—\$300 per annum**  
**Effective July 23, 1983—\$300 per annum**

#### Section 2. 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 1981** 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 2C below, effective on the following dates:

- the second full pay period after the release of September **1981** Index
- the second full pay period after the release of the March **1982** Index
- the second full pay period after the release of the September **1982** Index
- the second full pay period after the release of the March **1983** Index
- the second full pay period after the release of the September **1983** Index
- the second full pay period after the release of the March **1984** 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 **1981** to September **1981** 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 Basic 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 2B, 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 **1981**. 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 **1981**.

#### Section 3. Roll-in of Existing COLA

##### A. Continuation of the 1978 National Agreement Cost of Living Adjustment

1. Except as set forth in Subsection B of this Section, the cost-of-living adjustment of \$3,619 per annum, with proportional application to hourly rate employees, which was provided in Article 9, Section 3 of the 1978 National Agreement shall be continued as part of the base salary schedule for the duration of this Agreement, and 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 but shall not become a fixed part of the Postal Service Basic Salary Schedule applicable to this Agreement. See Memo Page 163

##### B. COLA Roll-in for Employees Eligible for Optional Retirement

1. In the first full pay period in November **1981**, the cost-of-living adjustment of \$3,619 per annum, with proportional

application to hourly rate employees, which was provided in Article 9, Section 3, of the 1978 National Agreement, shall become part of the basic annual salary set forth in Section 1, above, only for, and at the option of all employees who are presently eligible for optional retirement or who will become eligible for optional retirement within six years from the effective date of this Agreement.

2. Employees exercising their option under Subsection B, above, must do so in writing by October 15, 1981.

#### C. COLA Roll-in October 1984

In the first full pay period of October 1984, the cost-of-living adjustment of \$3,619 per annum, with proportional application to hourly rate employees, which was provided in Article IX, Section 3, of the 1978 National Agreement, shall become part of the basic annual salary set forth in Section 1, above, for all employees not covered by Subsection B or who have not exercised the option set forth in Subsection B, above.

#### Section 4. Guaranteed Lump-sum Cash Payments

##### A. Full-time Employees

1. All non-probationary full-time employees covered by this Agreement shall receive one-time, guaranteed lump-sum cash payments, not to be included in basic pay, as follows:  
Effective July 21, 1981—\$350  
Effective July 21, 1982—\$350  
Effective July 21, 1983—\$350

##### B. Hourly Rate Employees

Non-probationary hourly rate employees, who have been paid for less than 2,008 hours during the twenty-six pay periods prior to the effective date of the guaranteed lump-sum cash payment, shall receive a payment based on their number of paid hours during that period, in accordance with the following table:

<u>Number of Paid Hours</u>	<u>Percent of Cash Payment</u>
Under 502	25
502 and Under 1,004	50
1,004 and Under 1,506	75
1,506 and Over	100

The percentage determined as a result of the above computation will be applied to \$350 to determine the non-probationary

hourly rate employee's share of the guaranteed one-time lump-sum cash payment. This payment does not become part of the employee's basic pay.

#### C. Eligibility

##### 1. Full-time Employees

In order to be eligible to receive a guaranteed one-time lump-sum cash payment, the employee must be in a full-time regular pay status during the pay period immediately prior to the effective date of the guaranteed one-time lump-sum cash payments; i.e., July 21 of 1981, 1982 and 1983.

##### 2. Hourly Rate Employees

In order to be eligible to receive a guaranteed one-time lump-sum cash payment, an hourly rate employee must be in a pay status during the pay period immediately prior to the effective date of the guaranteed one-time lump-sum cash payments; i.e., July 21 of 1981, 1982 and 1983.

#### D. Guaranteed One-time Lump-Sum Payment

Payment of the 1981 guaranteed one-time lump-sum payment will be made immediately following ratification. Payment of the 1982 and 1983 guaranteed one-time lump-sum payments will be made on or before August 15.

#### Section 5. Productivity

In addition to the basic annual salary increases, the cost-of-living adjustment and the guaranteed lump-sum cash payments provided above, there may be additional amounts payable to employees based upon a productivity formula agreed to by the parties.

#### Section 6. Additional Bonus

An additional cash bonus of \$150, not to be included in basic pay, will be paid to each employee if this Agreement is ratified by the membership within 45 days of the effective date of this Agreement. Such bonus will be paid immediately following ratification.

#### Section 7. Application of Salary Rates

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

## **Article 9.8**

### **Section 8. Granting Step Increases**

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

### **Section 9. Protected Salary Rates**

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

## **ARTICLE 10**

### **LEAVE**

#### **Section 1. Funding**

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

#### **Section 2. Leave Regulations**

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

#### **Section 3. 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 such employee's 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

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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 the employee's 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, the Union representative and the Employer.

F. An employee who is called for jury duty during the employee's 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 first choice for scheduled vacation.

#### **Section 4. 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. The installation head 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/she 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 each employee.

C. A procedure in each office for submission of applications for annual leave for periods other than the choice period



#### **Article 11.1**

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.

#### **Section 5. 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 shall be in minimum units of less than one (1) hour.

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

### **ARTICLE 11 HOLIDAYS**

#### **Section 1. Holidays Observed**

The following nine (9) days shall be considered holidays for full-time and part-time regular schedule employees, herein-after 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 the employee's scheduled workday prior to or the first hour of the employee's scheduled workday after the holiday.

#### **Article 11.6**

#### **Section 3. Payment**

A. An employee shall receive holiday pay at the employee's base hourly straight time rate for a number of hours equal to the employee's 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 the employee's holiday.

#### **Section 4. Holiday Work**

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

B. An employee required to work on Christmas shall be paid one and one-half (1½) times the base hourly straight time rate for each hour worked in addition to the holiday pay to which the employee 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, the employee's scheduled workday preceding the holiday shall be designated as that employee's holiday.

#### **Section 6. Holiday Schedule**

A. The Employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Wednesday preceding the service week in which the holiday falls.

B. 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.

C. An employee scheduled to work on a holiday who does not work shall not receive holiday pay, unless such absence

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is based on an extreme emergency situation and is excused by the Employer.

**Section 7. Holiday Part-Time Employee**

A part-time flexible schedule employee shall not receive holiday pay as such. The employee shall be compensated for the nine (9) holidays by basing the employee's regular straight time hourly rate on the employee's annual rate divided by 2008 hours. For work performed on December 25, a part-time flexible schedule employee shall be paid in addition to the employee's regular straight time hourly rate, one-half (½) times the employee's regular straight time hourly rate for each hour worked up to eight (8) hours.

**ARTICLE 12****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 the probationary period for scheme failure, the employee shall be given at least seven (7) days advance notice of such intent to separate the employee. If the employee qualifies on the scheme within the notice period, the employee 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 the employment application prior to the expiration of the probationary period shall not bar the use of such falsification as a reason for discharge.

C. When an employee completes the probationary period, seniority will be computed in accordance with this Agreement as of the 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, the employee shall serve a new probationary period. If the separation was due to disability, the employee's seniority shall be established in accordance with Section 2, if applicable.

**Article 12.4****Section 2. Principles of Seniority**

A. Except as specifically provided in this Article, the principles of seniority are established in the craft Articles of this Agreement.

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

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

**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 the employee's duty assignment; or
3. enables an employee to become assigned to a station closer to the employee's 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 Section and the provisions of Section 5 below.

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 this Article 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

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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 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/her craft, or of being reassigned to the gaining installation.

### Section 5. Reassignments See Memo Page 166

#### 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 (Clerk Craft Only);

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### 7. Reassignment—motor vehicles;

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 (6) 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 clerks from those installations to one or more central installations, the reassignment of clerks 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

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first detail of a clerk 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.

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. Whenever the provisions of this Section establishing seniority are inconsistent with the provisions of the Craft Articles of this Agreement, the provisions of the Craft Articles shall prevail.
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 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.

#### 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

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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 the employee 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 qualification 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

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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, 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 the employee's 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

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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 staff 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 such employee's 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 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

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upon the occurrence of the first residual vacancy in the 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 employee who has retreat rights with respect to a vacancy in a lower salary level. Failure to exercise the option does not terminate the retreat rights in the salary level in which the employee 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, 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;
    - (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:

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- (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 the employee had in the craft from which reassigned. The 5-year rule does not apply.
- (5) The employee shall be returned at the first opportunity to the craft from which reassigned.
- (6) When returned, the employee retains seniority previously attained in the craft augmented by 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

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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/her 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 the gaining unit with full seniority credit for all seniority gained in the 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 reassigned 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/she 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 dis-

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placement 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 the employee 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 (Clerk Craft Only)
- a. When the operations at a centralized installation or other mail processing and/or delivery installation result in an excess of full-time clerks at another installation(s), full-time clerks who are excess in a losing installation(s) by reason of the change, shall be reassigned as provided in Section C5b. Reassignments of clerks shall be treated as details for the first 180 days to avoid inequities in the selection of preferred duty assignments by full-time clerks 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 clerks then permanently assigned in the gaining installation. Excess part-time flexible clerks 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 (180) days is computed from the date of the first detail of an employee. Bidding shall be open to all full-time clerks of the craft involved at the gaining installation. This includes full-time clerks assigned to the gaining installation.

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- 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.

### 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 Subsections a, b and c, the new full-time assignments in the gaining installation shall be posted for bids.

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- e. If, after establishment of a new installation, operations result in further excess at losing installation(s), the procedures in Subsections 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 change to full-time from the top of the part-time flexible roll, the employee's seniority for preferred assignments shall include the seniority the employee had in the losing installation augmented by 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-



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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.

#### **D. Part-Time Regular Employees**

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

### **ARTICLE 13**

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

##### **Section 1. Introduction**

A. 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.

B. 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 the installation, after local negotiations.

##### **Section 2. Employee's Request for Reassignment**

###### **A. Temporary Reassignment**

Any full-time regular or part-time flexible employee recuperating from a serious illness or injury and temporarily unable to perform the assigned duties may voluntarily submit

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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. Permanent Reassignment**

- 1. 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 the assigned duties can submit a voluntary request for permanent reassignment to light duty or other assignment to the installation head if the employee is permanently unable to perform all or part of the 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.
- 2. The following procedures are the exclusive procedures for resolving a disagreement between the employee's physician and the physician designated by the USPS concerning the medical condition of an employee who has requested a permanent light duty assignment. These procedures shall not apply to cases where the employee's medical condition arose out of an occupational illness or injury. On request of the Union, a third physician will be selected from a list of five Board Certified Specialists in the medical field for the condition in question, the list to be supplied by the local Medical Society. The physician will be selected by the alternate striking of names from the list by the Union and the Employer. The Employer will supply the selected physician with all relevant facts including job description and occupational physical requirements. The decision of the third physician will be final as to the employee's medical condition and occupational limitations, if any.

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Any other issues relating to the employee's entitlement to a light duty assignment shall be resolved through the grievance-arbitration procedure. The costs of the services of the third physician shall be shared by the Union and the Employer.

C. 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 the employee's office. When a request is refused, the installation head shall notify the concerned employee in writing, stating the reasons for the inability to reassign the employee.

### Section 3. 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.

A. 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.

B. 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.

C. 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 the employee's previous duty assignment.

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### Section 4. General Policy Procedures

A. Every effort shall be made to reassign the concerned employee within the employee's 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.

B. The full-time regular or part-time flexible employee must be able to meet the qualifications of the position to which the employee is reassigned on a permanent basis. On a temporary reassignment, qualifications can be modified provided excessive hours are not used in the operation.

C. 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.

D. 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 the place of employment and ability to perform the duties involved.

E. 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.

F. The installation head shall review each light duty reassignment at least once each year, or at any time the installation head has reason to believe the incumbent is able to perform satisfactorily in other than the light duty assignment the employee occupies. This review is to determine the need for continuation of the employee in the light duty assignment. Such employee 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 the installation head believes such examination to be necessary.

G. The following procedures are the exclusive procedures for resolving a disagreement between the employee's phy-

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sician and the physician designated by the USPS concerning the medical condition of an employee who is on a light duty assignment. These procedures shall not apply to cases where the employee's medical condition arose out of an occupational illness or injury. On request of the Union, a third physician will be selected from a list of five Board Certified Specialists in the medical field for the condition in question, the list to be supplied by the local Medical Society. The physician will be selected by the alternate striking of names from the list by the Union and the Employer. The Employer will supply the selected physician with all relevant facts including job description and occupational physical requirements. The decision of the third physician will be final as to the employee's medical condition and occupational limitations, if any. Any other issues relating to the employee's entitlement to a light duty assignment shall be resolved through the grievance-arbitration procedure. The costs of the services of the third physician shall be shared by the Union and the Employer.

H. When a full-time regular employee in a temporary light duty assignment is declared recovered on medical review, the employee shall be returned to the employee's former duty assignment, if it has not been discontinued. If such former regular assignment has been discontinued, the employee becomes an unassigned full-time regular employee.

I. If a full-time regular employee is reassigned in another craft for permanent light duty and later is declared recovered, on medical review, the employee shall be returned to the first available full-time regular vacancy in complement in the employee's former craft. Pending return to such former craft, the employee shall be an unassigned full-time regular employee. The employee's seniority shall be restored to include service in the light duty assignment.

J. When a full-time regular employee who has been awarded a permanent light duty assignment within the employee's own craft is declared recovered, on medical review, the employee shall become an unassigned full-time regular employee.

K. When a part-time flexible on temporary light duty is declared recovered, the employee's detail to light duty shall be terminated.

L. When a part-time flexible who has been reassigned in another craft on permanent light duty is declared recovered, such assignment to light duty shall be terminated. Section 4.I, above, does not apply even though the employee has advanced to full-time regular while on light duty.

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##### Section 5. 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 the regularly assigned duties, from one craft to another craft within the office, the following procedures will be followed:

A. 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.

B. 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.

C. 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.

D. The rule in A and B, above, applies when a full-time regular employee on permanent light duty is declared recovered and is returned to the employee's 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.

##### Section 6. Seniority of an Employee Assigned to Another Craft

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A. Except as provided for in Section 4.I, 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 the employee had in the employee's former craft.

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B. 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 14 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 and 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/she is being required to work under unsafe conditions, such employees may: a) notify such employee's supervisor who will immediately investigate the condition and take corrective action if necessary; b) file a grievance at Step 2 of the grievance procedure within fourteen (14) days of notifying such employee's supervisor if no corrective action is taken during the employee's tour; c) and/or make a written report to the Union representative from the local Safety and Health Committee who may discuss the report with such employee's supervisor.

**Any grievance which has as its subject a safety or health issue directly affecting an employee(s) which is subsequently properly appealed to arbitration in accordance with the provisions of Article 15 may be placed at the head of the appropriate arbitration docket at the request of the Union.**

#### 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.

#### Article 14.3

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 interest 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 recommended 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.

**The Headquarters level Committee will meet quarterly and the Employer and Union Representatives will exchange proposed agenda items two weeks before the scheduled meetings. If problems or items of significant, National nature arise between scheduled quarterly meetings either party may request a special meeting of the Committee. Either party will have the right to be accompanied to any Committee meeting by no more than two technical advisors.**

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. The Employer and Union Representatives will exchange proposed agenda items two weeks before the scheduled meetings. If problems or items of a significant, regional nature arise between scheduled quarterly meetings, either party may request a special meeting of the Committee. Either party will have the right to be accompanied to any Committee meeting by no more than two technical advisors.

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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. Where no Safety and Health Committee exists, safety and health items may be placed on the agenda and discussed at labor-management meetings. 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 participation 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

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committee work from year to year. Therefore, except for the Chairman and Secretary, the Committee members shall serve three-year terms and shall at the discretion of the Union 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 **requested by a Committee member and approved by the Chairman in order to discuss significant problems or items.** 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

A. 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. Items properly relating to employee safety and health shall be considered appropriate discussion items. **In addition, the Committee shall promote the cause of Safety and Health in the installation by:**

1. **Reviewing Safety and Health suggestions, safety training records and reports of unsafe conditions or practices.**
2. **Reviewing local Safety and Health rules.**
3. **Identifying employee unsafe work practices and assisting in enforcing safety work rules.**

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. **Any member of the Committee may also submit a written report to the Headquarters Safety and Health Committee in the event the Committee's recommendations are not implemented.**

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Upon proper written request to 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. Such request shall not be unreasonably denied. When so approved, the Committee members shall be on official time while making such inspection.

The Union representatives from the local Safety and Health Committee may participate on the annual inspection, conducted by the District Director, E&LR, in the main facility of each MSC and BMC, provided that the Union represents employees at the main facility of the MSC or BMC being inspected. In no case shall there be more than **two (2)**, one (1) per Union, Union representatives on such inspections.

The Union representatives from the local Safety and Health Committee may participate on other inspections of the main facility of each post office, MSC, BMC, or other installation with 100 or more man years of employment in the regular work force, and of an individual station or branch where the station or branch has 100 or more man years of employment in the regular work force, provided that the Union represents employees at the main facility or station or branch and provided that the Union representative is domiciled at the main facility or station or branch to be inspected. If such Union representative to the local Safety and Health Committee is not domiciled at the main facility or station or branch to be inspected and if such Union represents employees at the main facility or station or branch, such Union may designate a representative domiciled at the main facility, or station or branch to be inspected to participate on the inspection. In no case shall there be more than **two (2)**, one (1) per Union, Union representatives on such inspections.

One Union representative from the local Safety and Health Committee, selected on a rotational basis by the Unions, may participate on the annual inspection of each installation with less than 100 man years of employment in the regular work force, where such Committee exists in the installation being inspected. In those installations that do not have a Safety and Health Committee, the inspector shall afford the opportunity for a bargaining unit employee from that installation to accompany him/her during these inspections. If requested, this bargaining unit employee should be selected, on a rotational basis, by the various exclusive bargaining representatives in that installation.

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**B. An appointed member of a local committee will receive an orientation by the Employer which will include:**

- 1. Responsibilities of the Committee and its members.**
- 2. Basic elements of the Safety and Health Program.**
- 3. Identification of hazards and unsafe practices.**
- 4. Explanation of reports and statistics reviewed and analyzed by the Committee.**

**C. Where an investigation board is appointed by a Regional Postmaster General or a District Manager to investigate a fatal or serious industrial non-criminal accident and/or injury, the appropriate Union at the installation will be advised promptly. When requested by the Union, a representative from the local Safety and Health Committee will be permitted to accompany the board in its investigation.**

**D. In installations where employees represented by the Unions accept, handle and/or transport hazardous materials, the Employer will establish a program of promoting safety awareness through communications and/or training, as appropriate. Elements of such a program would include, but not be limited to:**

- 1. Informational postings, pamphlets or articles in Postal and Regional Bulletins.**
- 2. Distribution of Publication 52 to employees whose duties require acceptance of and handling hazardous or perishable items.**
- 3. On-the-job training of employees whose duties require the handling and/or transportation of hazardous or perishable items.**

#### 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 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 15

## GRIEVANCE-ARBITRATION PROCEDURE

## Section 1. Definition

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the 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. Grievance Procedure—Steps

Step 1: (a) Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. The employee, if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. The Union also may initiate a grievance at Step 1 within 14 days of the date the Union first became aware of (or reasonably should have become aware of) the facts giving rise to the grievance. In such case the participation of an individual grievant is not required. A Step 1 Union grievance may involve a complaint affecting more than one employee in the office.

(b) In any such discussion the supervisor shall have authority to settle the grievance. The steward or other Union representative likewise shall have authority to settle or withdraw the grievance in whole or in part. No resolution reached as a result of such discussion shall be a precedent for any purpose.

(c) If no resolution is reached as a result of such discussion, the supervisor shall render a decision orally stating the reasons for the decision. The supervisor's decision should be stated during the discussion, if possible, but in no event shall it be given to the Union representative (or the grievant, if no Union representative was requested) later than five (5) days thereafter unless the parties agree to extend the five (5) day period. Within five (5) days after the supervisor's decision, the supervisor shall, at the request of the Union representative, initial the standard grievance form that is

used at Step 2 confirming the date upon which the decision was rendered.

(d) 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 supervisor's decision. Such appeal shall be made by completing a standard grievance form developed by agreement of the parties, which shall include appropriate space for at least the following:

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

Step 2: (a) The standard grievance form appealing to Step 2 shall be filed with the installation head or designee. In any associate post office of twenty (20) or less employees, the Employer shall designate an official outside of the installation as the Step 2 official, and shall so notify the Union Step 1 representative.

(b) Any grievance initiated at Step 2, pursuant to Article 2 or 14 of this Agreement, must be filed within 14 days of the date on which the Union or the employee first learned or may reasonably have been expected to have learned of its cause.

(c) The installation head or designee will meet with the steward or a Union representative as expeditiously as possible, but no later than seven (7) days following receipt of the Step 2 appeal unless the parties agree upon a later date. In all grievances appealed from Step 1 or filed at Step 2, the grievant shall be represented in Step 2 for all purposes by a steward or a Union representative who shall have authority to settle or withdraw the grievance as a result of discussions or compromise in this Step. The installation head or designee in Step 2 also shall have authority to grant or settle the grievance in whole or in part.

(d) At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Article 31. The parties'

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representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.

(e) Any settlement or withdrawal of a grievance in Step 2 shall be in writing or shall be noted on the standard grievance form, but shall not be a precedent for any purpose, unless the parties specifically so agree or develop an agreement to dispose of future similar or related problems.

(f) Where agreement is not reached the Employer's decision shall be furnished to the Union representative in writing, within ten (10) days after the Step 2 meeting unless the parties agree to extend the ten (10) day period. The decision shall include a full statement of the Employer's understanding of (1) all relevant facts, (2) the contractual provisions involved, and (3) the detailed reasons for denial of the grievance.

(g) If the Union representative believes that the facts or contentions set forth in the decision are incomplete or inaccurate, such representative should, within ten (10) days of receipt of the Step 2 decision, transmit to the Employer's representative a written statement setting forth corrections or additions deemed necessary by the Union. Any such statement must be included in the file as part of the grievance record in the case. The filing of such corrections or additions shall not affect the time limits for appeal to Step 3.

(h) The Union may appeal an adverse Step 2 decision to Step 3. Any such appeal must be made within fifteen (15) days after receipt of the Employer's decision unless the parties' representatives agree to extend the time for appeal. Any appeal must include copies of (1) the standard grievance form, (2) the Employer's written Step 2 decision, and, if filed, (3) the Union corrections or additions to the Step 2 decision.

Step 3: (a) Any appeal from an adverse decision in Step 2 shall be in writing to the Regional Director for Employee and Labor Relations, with a copy to the Employer's Step 2 representative, and shall specify the reasons for the appeal.

(b) The grievant shall be represented at the Employer's Regional Level by a Union's Regional representative, or designee. The Step 3 meeting of the parties' representatives to discuss the grievance shall be held within fifteen (15) days after it has been appealed to Step 3. Each party's representative shall be responsible for making certain that all

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relevant facts and contentions have been developed and considered. The Union representative shall have authority to settle or withdraw the grievance in whole or in part. The Employer's representative likewise shall have authority to grant the grievance in whole or in part. In any case where the parties' representatives mutually conclude that relevant facts or contentions were not developed adequately in Step 2, they shall have authority to return the grievance to the Step 2 level for full development of all facts and further consideration at that level. In such event, the parties' representatives at Step 2 shall meet within seven (7) days after the grievance is returned to Step 2. Thereafter, the time limits and procedures applicable to Step 2 grievances shall apply.

(c) The Employer's written Step 3 decision on the grievance shall be provided to the Union's Step 3 representative within fifteen (15) days after the parties have met in Step 3, unless the parties agree to extend the fifteen (15) day period. Such decision shall state the reasons for the decision in detail and shall include a statement of any additional facts and contentions not previously set forth in the record of the grievance as appealed from Step 2. Such decision also shall state whether the Employer's Step 3 representative believes that no interpretive issue under the National Agreement or some supplement thereto which may be of general application is involved in the case.

(d) The Union may appeal an adverse decision directly to arbitration at the Regional level within twenty-one (21) days after the receipt of the Employer's Step 3 decision in accordance with the procedure hereinafter set forth; provided the Employer's Step 3 decision states that no interpretive issue under the National Agreement or some supplement thereto which may be of general application is involved in the case.

(e) If either party's representative maintains that the grievance involves an interpretive issue under the National Agreement, or some supplement thereto which may be of general application, the Union representative shall be entitled to appeal an adverse decision to Step 4 (National level) of the grievance procedure. Any such appeal must be made within twenty-one (21) days after receipt of the Employer's decision and include copies of the standard grievance form, the Step 2 and Step 3 decisions and, if filed, any Union corrections and additions filed at Step 2 or 3. The Union shall furnish a copy of the Union appeal to the Regional Director of Employee and Labor Relations.

(f) Where grievances appealed to Step 3 involve the same,



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or substantially similar issues or facts, one such grievance to be selected by the Union representative shall be designated the "representative" grievance. If not resolved at Step 3, the "representative" grievance may be appealed to Step 4 of the grievance procedure or to arbitration in accordance with the above. All other grievances which have been mutually agreed to as involving the same, or substantially similar issues or facts as those involved in the "representative" grievance shall be held at Step 3 pending resolution of the "representative" grievance, provided they were timely filed at Step 1 and properly appealed to Steps 2 and 3 in accordance with the grievance procedure.

Following resolution of the "representative" grievance, the parties involved in that grievance shall meet at Step 3 to apply the resolution to the other pending grievances involving the same, or substantially similar issues or facts. Disputes over the applicability of the resolution of the "representative" grievance shall be resolved through the grievance-arbitration procedures contained in this Article; in the event it is decided that the resolution of the "representative" grievance is not applicable to a particular grievance, the merits of that grievance shall also be considered.

Step 4: (a) In any case properly appealed to this Step the parties shall meet at the National level promptly, but in no event later than thirty (30) days after filing such appeal in an attempt to resolve the grievance. The Union representative shall have authority to settle or withdraw the grievance in whole or in part. The Employer's representative shall have authority to grant or settle the grievance in whole or in part. The parties' Step 4 representatives may, by mutual agreement, return any grievance to Step 3 where (a) the parties agree that no national interpretive issue is fairly presented or (b) it appears that all relevant facts have not been developed adequately. In such event, the parties shall meet at Step 3 within fifteen (15) days after the grievance is returned to Step 3. Thereafter the procedures and time limits applicable to Step 3 grievances shall apply. Following their meeting in any case not returned to Step 3, a written decision by the Employer will be rendered within fifteen (15) days after the Step 4 meeting unless the parties agree to extend the fifteen (15) day period. The decision shall include an adequate explanation of the reasons therefor. In any instance where the parties have been unable to dispose of a grievance by settlement or withdrawal, the National President of the Union involved shall be entitled to appeal it to arbitration at the National level within thirty (30) days after receipt of the Employer's Step 4 decision.

**Section 3. Grievance Procedure—General**

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

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

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

(d) It is agreed that in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement, such dispute may be initiated as a grievance at the Step 4 level by the President of the Union. Such a grievance shall be initiated in writing and must specify in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the contention of the Union. Thereafter the parties shall meet in Step 4 within thirty (30) days in an effort to define the precise issues involved, develop all necessary facts, and reach agreement. Should they fail to agree, then, within fifteen (15) days of such meeting, each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to such issues. In the event the parties have failed to reach agreement within sixty (60) days of the initiation of the grievance in Step 4, the Union then may appeal it to arbitration, within thirty (30) days thereafter.

**Section 4. Arbitration**

See Letter of Intent and Memo Page 162

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

(2) No grievance may be arbitrated at the National level except when timely notice of appeal is given the Employer in writing by the National President of the Union involved. No grievance may be appealed to arbitration at the Regional

#### Article 15.4

level except when timely notice of appeal is given in writing to the appropriate Regional official of the Employer by the certified representative of the Union in the particular Region. Such representative shall be certified to appeal grievances by the National President of the Union to the Employer at the National level.

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

(4) In order to avoid loss of available hearing time, except in National level cases, back-up cases should be scheduled to be heard in the event of late settlement or withdrawal of grievances before hearing. In the event that either party withdraws a case less than five (5) days prior to the scheduled arbitration date, and the parties are unable to agree on scheduling another case on that date, the party withdrawing the case shall pay the full costs of the arbitrator for that date. In the event that the parties settle a case or either party withdraws a case five (5) or more days prior to the scheduled arbitration date, the backup case on the appropriate arbitration list shall be scheduled. If the parties settle a case less than five (5) days prior to the scheduled arbitration date and are unable to agree to schedule another case, the parties shall share the costs of the arbitrator for that date. This paragraph shall not apply to National level arbitration cases.

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

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

(7) All arbitrators on the Regular Regional Panels and the Expedited Panels and on the National Panel shall serve for the term of this Agreement and shall continue to serve for

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six (6) months thereafter, unless the parties otherwise mutually agree.

(8) Arbitrators on the national and on the Regular and Expedited Regional Panels shall be selected by the method agreed upon by the parties at the National Level.

(9) 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 equally with any or all other Union parties to such proceeding. Any dispute as to arbitrability may be submitted to the arbitrator and be determined by such arbitrator. The arbitrator's determination shall be final and binding.

##### B. Regional Level Arbitration—Regular

(1) At the Regional level three (3) separate lists of cases to be heard in arbitration shall be maintained for each Union: (a) one for all removal cases and cases involving suspensions for more than 14 days, (b) one for all cases referred to Expedited Arbitration, and (c) one for all other cases appealed to arbitration at the Regional Level. **Separate panels will be established for scheduling (a) removal cases and cases involving suspensions for more than 14 days, (b) for all cases referred to Expedited Arbitration, and (c) for all other cases appealed to arbitration at the Regional level.**

(2) Cases will be scheduled for arbitration in the order in which appealed, unless the Union and Employer otherwise agree.

(3) Only discipline cases involving suspensions of 14 days or less and those other disputes as may be mutually determined by the parties shall be referred to Expedited Arbitration in accordance with Section C hereof.

(4) Cases referred to arbitration, which involve removals or suspensions for more than 14 days, shall be scheduled for hearing at the Regional Level at the earliest possible date in the order in which appealed by the particular Union involved.

(5) If either party concludes that a case referred to Regional Arbitration involves an interpretative issue under the National Agreement or some supplement thereto which may be of general application, that party may withdraw the case from arbitration and refer the case to Step 4 of the grievance procedure.

(6) The arbitrators on each Regular Regional Panel shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties. The hearing time to be made available to each of the signatory Unions for arbitration in any given Region shall be determined on a pro-rata basis in

#### Article 15.4

light of the relative size of the bargaining units represented by the Unions in the given Region.

(7) Normally, there will be no transcripts of arbitration hearings or filing of post-hearing briefs in cases heard in Regular Regional level arbitration, except either party at the National level may request a transcript, and either party at the hearing may request to file a post-hearing brief. However, each party may file a written statement setting forth its understanding of the facts and issues and its argument at the beginning of the hearing and also shall be given an adequate opportunity to present argument at the conclusion of the hearing.

(8) The arbitrator in any given case should render an award therein within thirty (30) days of the close of the record in the case.

##### C. Regional Level Arbitration—Expedited

(1) The parties agree to continue the utilization of an expedited arbitration system for disciplinary cases of 14 days suspension or less which do not involve interpretation of the Agreement and for such other cases as the parties may mutually determine. 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 designee. In any such case, the FMCS or AAA shall immediately notify the designated arbitrator. The designated arbitrator is that member of the Expedited 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.

(2) If either party concludes that the issues involved are of such complexity or significance as to warrant reference to the Regular Regional Arbitration Panel, that party shall notify the other party of such reference at least twenty-four (24) hours prior to the scheduled time for the expedited arbitration.

(3) 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;

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(d) the hearing shall normally be completed within one day;

(e) if the arbitrator or the parties mutually conclude at the hearing that the issues involved are of such complexity or significance as to warrant reference to the Regular Regional 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 shall render a decision within forty-eight (48) hours after conclusion of the hearing. Such decision shall be based on the record before the arbitrator and may include a brief written explanation of the basis for such 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 the award to the parties within forty-eight (48) hours of the close of the hearing.

(4) No decision by a member of the Expedited Panel in such a case shall be regarded as a precedent or be cited in any future proceeding, but otherwise will be a final and binding decision.

(5) The Expedited Arbitration Panel shall be developed by the National parties, on an area basis, with the aid of the American Arbitration Association and the Federal Mediation and Conciliation Service.

##### D. National Level Arbitration

(1) Only cases involving interpretive issues under this Agreement or supplements thereto of general application will be arbitrated at the National level.

(2) Separate dockets of cases appealed to arbitration at the National level shall be maintained for each Union. The arbitrators on the National Panel shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties. All available hearing time at the National level shall be pro-rated among the Unions on the basis of the relative size of the respective bargaining units represented. Cases on each docket will be scheduled for arbitration in the order in which appealed, unless the Union and Employer otherwise agree.

#### Section 5. Administration

The parties recognize their continuing joint responsibility for efficient functioning of the grievance procedure and effective use of arbitration. Commencing April 1, 1979, and quarterly

## **Article 16.1**

thereafter, the Employer will furnish to the President of each Union a copy of a quarterly report containing the following information covering operation of the arbitration procedure at the National level, and for each Region separately:

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

## **ARTICLE 16**

### **DISCIPLINE PROCEDURE**

#### **Section 1. Principles**

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 2. Discussion**

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

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#### **Section 3. Letter of Warning**

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

#### **Section 4. Suspensions of 14 Days or Less**

In the case of discipline involving suspensions of **fourteen (14)** days or less, the employee against whom disciplinary action is sought to be initiated shall be served with a written notice of the charges against the employee and shall be further informed that he/she will be suspended after two (2) working days during which two-day period the employee shall remain on the job or on the clock (in pay status) at the option of the Employer.

#### **Section 5. Suspensions of More Than 14 Days or Discharge**

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

#### **Section 6. Indefinite Suspension—Crime Situation**

A. The Employer may indefinitely suspend an employee in those cases where the Employer has reasonable cause to believe an employee is guilty of a crime for which a sentence of imprisonment can be imposed. In such cases, the Employer

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is not required to give the employee the full thirty (30) days advance notice of indefinite suspension, but shall give such lesser number of days of advance written notice as under the circumstances is reasonable and can be justified. The employee is immediately removed from a pay status at the end of the notice period.

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

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

D. The Employer may take action to discharge an employee during the period of an indefinite suspension whether or not the criminal charges have been resolved, and whether or not such charges have been resolved in favor of the employee. Such action must be for just cause, and is subject to the requirements of Section 5 of this Article.

#### **Section 7. Emergency Procedure**

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

#### **Section 8. Review of Discipline**

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

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,

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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 9. Veterans' Preference**

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

#### **Section 10. Employee Discipline Records**

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

### **ARTICLE 17**

#### **REPRESENTATION**

##### **Section 1. Stewards**

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

##### **Section 2. Appointment of Stewards**

A. 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 certified shall not exceed, but may be less than, the number provided by the formula hereinafter set forth.**

Employees in the same craft per tour or station	
Up to 49	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

### Article 17.3

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 installations **with twenty or less craft employees where the Union has not certified a steward**, 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/her 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/her work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, the steward shall request permission from the immediate supervisor and such request shall not be unreasonably denied.

In the event the duties require the steward leave the work area and enter another area within the installation or post office, the steward must also receive permission from the supervisor from the other area he/she 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

### Article 17.5

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 the particular post office or to another independent post office or installation unless there is no job for which the employee is qualified on such tour, or in such station or branch, or post office.

If an employee requests a steward or Union representative to be present during the course of an interrogation by the Inspection Service, such request will be granted. All polygraph tests will continue to be on a voluntary basis.

### 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. In addition, the Employer will compensate any witnesses for the time required to attend a Step 2 meeting.

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 employee's or steward's (only as provided for under the formula in Section 2A) regular work day.

### Section 5. Labor-Management Committee Meetings

See Memo Page 165

A. 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 manage-

#### Article 17.6

ment matters of mutual concern; provided neither party shall attempt to change, add to or vary the terms of this Collective Bargaining Agreement.

B. All other national level committees established pursuant to the terms of this Agreement shall function as subcommittees of the national level Labor-Management Committee.

C. Meetings at the national and regional (except as to the Christmas operation) levels will not be compensated by the Employer. 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. 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 7. 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

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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 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 authorizations (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

#### **Article 18.1**

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

### **ARTICLE 18 NO STRIKE**

#### **Section 1.**

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 19 HANDBOOKS AND MANUALS**

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages,

#### **Article 20.2**

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 **sixty (60)** days prior to issuance. At the request of the Unions, the parties shall meet concerning such changes. If 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 **sixty (60)** 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 20 PARKING**

#### **Section 1. National Study Committee**

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. Security**

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 21

### BENEFIT PLANS

#### Section 1. Health Benefits

The employer will continue its contribution to the cost of the health insurance program of 75% based on the present method of computation. The term "present method of computation" refers to the following:

A. 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 1981 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 **Office of Personnel Management**; and
- (4) the two comprehensive medical plans with the largest number of enrollments, as determined by the **Office of Personnel Management**.

B. The amount of contributions by the Employer for employees shall be readjusted beginning on the first pay period of January 1982 in accordance with the annual readjustment of the average by the **Office of Personnel Management** 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 1983 and January 1984 in accordance with the annual readjustment of the average by the **Office of Personnel Management** 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.

#### 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, the employee shall be furnished a copy of the Health Benefit Plan brochure of the Union signatory to this Agreement which represents the craft in which the employee is to be employed.

## ARTICLE 22

### BULLETIN BOARDS

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 23****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 24****EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS****Section 1. Continuation of Benefits**

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

**Section 2. Leave for Union Conventions**

A. 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.

B. 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.

C. 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.

**ARTICLE 25****HIGHER LEVEL ASSIGNMENTS****Section 1. Definitions**

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.

**Section 2. Higher Level Pay**

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

**Section 3. Written Orders**

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

**Section 4. Higher Level Details**

Detailing of employees to higher level bargaining unit work 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.

#### Section 5. Leave Pay

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

Employees working short term on a higher level assignment or detail will be entitled to approved sick and annual paid leave at the higher level rate for a period not to exceed three 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 26

#### UNIFORMS AND WORK CLOTHES

#### Section 1. Uniform Control Committee

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. Annual Allowance

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 \$170.00 per annum to \$189.00 per annum; and from present \$73.00 per annum to \$81.00 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 the employee's allowance, as follows:

- \$43.00 if entitled to \$189.00 per annum.
- \$9.00 if entitled to \$81.00 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. Uniform Entitlement Continuation

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.

#### **Article 26.4**

##### **Section 4. Coveralls Option**

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. Program Continuation**

The current Work Clothes Program will be continued for those full-time maintenance, motor vehicles, 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 **\$36.00** per annum to obtain authorized work clothes on a reimbursable basis from licensed vendors.

#### **ARTICLE 27**

##### **EMPLOYEE CLAIMS**

Subject to a \$10 minimum, an employee may file a claim within fourteen (14) days of the date of loss or damage and be reimbursed for loss or damage to his/her 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 the employee's 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 the Employer's and the steward's recommendation, within 15 days, to the regional office for determination. The claim will be adjudicated within thirty (30) days after receipt at the regional office. An adverse determination on the claim may

#### **Article 28.1**

be appealed pursuant to the procedures for appealing an adverse decision in Step 3 of the grievance-arbitration procedure.

**A decision letter denying a claim in whole or in part will include notification of the Union's right to appeal the decision to arbitration under Article 15.**

**The regional office will provide to the Union's Regional Representative a copy of the denial letter referenced above, the claim form, and all documentation submitted in connection with the claim.**

**The installation head or designee will provide a copy of the denial letter to the steward whose recommendation is part of the claim form.**

#### **ARTICLE 28**

##### **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, the employee 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 the employee exercises 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 that employee's fixed credit is being audited and if the employee is not available to have a witness of the employee's choice present;

D. Absolve an employee of any liability for loss from cashing checks if the employee 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 the employee. Such employee shall not be financially liable for any loss, rifting, 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.

**Section 4. Collection Procedure**

A. If the employee grieves a demand in the amount of more than \$200.00 which is made pursuant to Sections 1, 2 or 3, the Employer agrees to delay collection of the monies demanded until disposition of the grievance has been had either by settlement with the Union or through the grievance-arbitration procedure.

B. Any amount due the Employer may be collected through payroll deductions not to exceed 20% of the employee's biweekly gross pay unless the Employer and the employee agree to another method of payment.

**ARTICLE 29****LIMITATION ON REVOCATION OF SF-46**

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

Elements of an employee's on-duty record which may be used to determine whether the employee is an unsafe driver include but are not limited to, traffic law violations, accidents or failure to meet required physical or operation standards. The report of the Safe Driver Award Committee cannot be used as a basis for revoking or suspending an employee's SF-46 is under consideration, only the 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 State driver's license and restored upon reinstatement. Every reasonable

**ARTICLE 30****LOCAL IMPLEMENTATION**

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effort will be made to reassign such employee to non-driving duties in the employee's 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 the 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 such employee 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 the supervisor immediately of the revocation or suspension of such employee's State driver's license.

A. Presently effective local memoranda of understanding enumerated below, provided that no local memorandum of understanding may be inconsistent with or vary the terms of the 1981 National Agreement:

B. There shall be a 30-day period of local implementation to commence October 1, 1981 on the 22 specific items unless changed by mutual agreement pursuant to the local implementation procedure set forth below.

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.

#### **Article 30**

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 such employee.
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 8 shall be by section and/or tour.
15. The number of light duty assignments within each craft or occupation 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.

#### **Article 31.2**

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 1981 National Agreement.

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

#### **ARTICLE 31**

#### **UNION-MANAGEMENT COOPERATION**

##### **Section 1. Membership Solicitation.**

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. Information**

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,

#### **Article 32.1**

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 32 SUBCONTRACTING**

#### **Section 1. General Principles**

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

B. The Employer will give advance notification to 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 2. City Letter Carrier Craft**

The Employer and the Union agree that upon the request of the NALC National President, the Employer 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 city letter carrier. The Employer's decision as to whether to commence or renew the contract delivery route will be made on a cost effective basis.

#### **Section 3. Motor Vehicle Craft-Highway Movement of Mail**

A. 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

#### **Article 32.3**

interest, cost, efficiency, availability of equipment, and qualification of employees.

B. For highway contracts covered by this Section and expiring on June 30, the Unions will be furnished the information enumerated in Paragraph D 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). Should the Postal Service fail to provide the Union with the information enumerated in Paragraph D below by February 15, the April 1 date shall be extended, when necessary, so as to allow the Union thirty (30) days to review the information. In situations where a meeting is requested by the Union, the parties will exchange their basic cost analyses no later than ten (10) days in advance of the actual meeting in order to facilitate discussions.

C. For other contracts covered by this Section, the Unions will be furnished the information enumerated in Paragraph D 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.

D. The information will include the following:

1. A statement of service for each route, including the annual mileage, equipment requirements, and current contractual cost for all existing routes.
2. The schedule for each highway contract.

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

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

1. 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.
2. 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.

#### Article 32.4

3. The Postal Vehicle Service will be charged 10 minutes at the start and 10 minutes at the end of each route, regardless of the vehicle used.

G. 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.

H. 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.
3. Being then operated by bargaining unit employee(s) of the Motor Vehicle Craft, regardless of annual cost, round-trip length or operating time.

I. The information will be furnished for all routes covered by this Section 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 Section: services involving collection and box delivery; small contract operations in areas where no Postal Vehicle Service operation is currently operating and where Postal Vehicle Service operation is economically unfeasible; or any star route contracts let on a temporary or emergency basis.

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

#### Section 4. Joint Committee

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 33

#### 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

#### Article 34

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 34

#### WORK AND/OR TIME STANDARDS

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

B. 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



#### **Article 34**

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.

C. 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. When the Employer 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 Employer will notify the Union at least 15 days in advance of any such test.

D. If such test is deemed by the Employer to be satisfactory and it subsequently intends to convert the test to live implementation in the test cities, it will notify the Union at least 30 days in advance of such intended implementation. 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.

E. If no agreement is reached within five days after the meetings begin, the Union may initiate a grievance at the national level. If no grievance is initiated, the Employer will implement the new work or time standards at its discretion.

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, except as provided in Paragraph I.

F. 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.

G. The issue before the arbitrator will be whether the national concepts involved in the new work or time standards are fair, reasonable and equitable.

#### **Article 35.1**

H. 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 Employer 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 Employer may implement such standards in any installation. No further grievances concerning the national concepts involved may be initiated.

I. After receipt of notification provided for in Paragraph D of this Article, the Union or Unions shall be permitted through qualified representatives to make time or work studies in the test cities. The Unions shall notify the Employer within ten (10) days of their intent to conduct such studies. The Union studies shall not exceed ninety (90) days, from the date of such notice, during which time the Employer agrees to postpone implementation in the test cities. 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, including final data worksheets, that were used by the Employer in the establishment of the new or changed work or time standards. The Employer is to be kept informed during the making of such Union studies and, upon the Employer's request the Employer shall be permitted to examine relevant available technical information, including final data worksheets, relied upon by the Union.

### **ARTICLE 35**

#### **ALCOHOL AND DRUG RECOVERY PROGRAMS**

##### **Section 1. Programs**

The Employer and the Unions express strong support for programs of self-help. The Employer shall provide and maintain a program which shall encompass the education, identification, referral, guidance and follow-up of those employees afflicted by the disease of Alcoholism. When an employee is referred to PAR by the Employer, the PAR counsellor will have a reasonable period of time to evaluate the employee's progress in the program. 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 support the continuation of the PAR Program at the current level. In addition, the

#### **Article 35.2**

Employer will give full consideration to expansion of the PAR Program where warranted.

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

#### **Section 2. Joint Committee**

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 17, Section 5. Such discussion shall not breach the confidentiality of PAR participants.

#### **Section 3. Pilot Program and Referrals**

The Employer agrees to continue the pilot project regarding a self-help program to assist users of non-hard core drugs. And the Employer will meet periodically with the National Union(s) to discuss the status of the pilot project. 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 36**

#### **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.

#### **Article 37.1**

##### **Section 2. Travel, Subsistence and Transportation**

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

B. Except as subsequently provided by the USPS Methods Handbook, M-9 Travel, employees will be paid a mileage allowance of \$.225 per mile for the use of privately-owned automobiles for travel on official business when authorized by the Employer.

### **ARTICLE 37**

#### **CLERK CRAFT**

##### **Section 1. Definitions**

##### **Section 2. Seniority**

##### **Section 3. Posting and Bidding**

##### **Section 4. Mail Sorting Machines**

##### **Section 5. Anti-Fatigue Measures**

##### **Section 6. Scheme Committee**

##### **Section 7. Computerized Forwarding System**

##### **Section 8. Listing of Key and Standard Positions**

##### **Section 9. Policy on Telephones**

##### **Section 10. Inspection of Lockers**

##### **Section 1. Definitions**

A. Craft Group. Those positions for which the Union has secured exclusive recognition at the national level.

B. Duty Assignment. A set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.

C. Preferred Duty Assignment. Any assignment considered preferred by a full-time regular employee.

D. Bid. A written request submitted on a PS Form 1717 to the installation head to be assigned to a duty assignment by a full-time regular employee eligible to bid. In the absence of a standard bid form, a bid submitted in writing will be accepted.

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

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F. Abolishment. A management decision to reduce the number of occupied duty assignment(s) in an established section and/or installation.

G. Reversion. A management decision to reduce the number of positions in an installation when such position(s) is/are vacant.

H. Residual Vacancy. That position that remains vacant after the completion of the voluntary bidding process.

I. Conversion. The act of changing the status of a part-time flexible employee to a full-time regular by appropriate personnel action (Form 50).

## Section 2. 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 the employee gained in accord with former rules.

### C. Responsibility

The Employer is responsible for day-to-day application of the seniority provisions of this Article. The installation head shall post and furnish a copy of an updated seniority list to the local union on a semi-annual basis, unless otherwise negotiated locally. The application of this Article shall be open to negotiation at the installation level with the designated official of the Union.

### D. Application of Seniority

1. Seniority for full-time regular employees for preferred assignments and other purposes shall be applied in

## Article 37.2

accordance with the National Agreement and the following:

- 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 for.
  - 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, the employee begins a new period of seniority, except as otherwise specifically provided in the Agreement.
  - c. Seniority shall include employment in PS-5, PS-6 and PS-7 assignments which are filled on the basis of senior qualified.
  - d. **Full-time regular employees assigned to best qualified positions which are changed to senior qualified will have their seniority augmented by the time spent in the best qualified position.**
2. Change Between Part-Time Flexible Craft Rosters Change by Employee Request—When a part-time flexible employee transfers from one craft to another craft, the employee shall be assigned to the bottom of that part-time flexible roll and begin a new period of seniority effective the date of reassignment.
  3. Relative Standing on the Part-Time Flexible Roll
    - a. 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 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.
    - b. A reinstated or transferred employee shall be placed

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on the part-time flexible roll ahead of one appointed from the register on the same day.

- c. The date of career appointment in that installation in the clerk craft shall be used for vacation scheduling.

#### 4. Seniority Tie Breaker

Except as otherwise specifically provided for, effective the date of this Agreement when two or more employees are reinstated and/or transferred and/or reassigned to the same installation on the same date, ties in seniority shall be broken as follows:

- (a) Total postal career service in the Clerk Craft.
- (b) Total postal career service.
- (c) Total postal service.
- (d) Total Federal Service as shown in the service computation date.

#### 5. 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:

- a. 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.
- b. If the opportunity for conversion is to a letter sorting machine position, the senior qualified (which means the ability to key at the appropriate speed and accuracy) part-time flexible shall be converted.
- c. If the vacant letter sorting machine assignment requires scheme knowledge, and the senior machine qualified part-time flexible is not qualified on those schemes, the employee shall be provided the applicable hours of training to qualify on the assignment.

#### 6. Special Benefits to Certain Veteran Employees

- a. The seniority principles established by law, and contained in Article 12 of this 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.
- b. Employees whose names are within reach on an

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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.

#### 7. Changes in Which Seniority is Retained, Regained or Restored

- a. 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 the resignation and furnished satisfactory evidence for inclusion in the employee's 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 Compensation Group, Office of Personnel Management**, 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, the employee shall regain the same seniority rights he/she would have if not separated.
- c. 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 the employee's former craft retains seniority previously acquired in the craft augmented by the intervening employment.

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- d. Except as provided elsewhere in this Agreement, return from any position for which selection was based on best qualified will be as follows:
- (1) When a full-time regular employee, either voluntarily or for disciplinary reasons, returns to the same installation and to the last craft the employee left, the seniority shall be established after reassignment as the seniority the employee had when he/she left that craft without seniority credit for service outside that craft.
  - (2) 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.
  - (3) 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 the employee returns to the same installation and to the last craft the employee left, the seniority shall be established after reassignment as his/her former seniority plus seniority for service in the positions outside the craft.
  - (4) 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.
  - (5) Full-time regular employees reassigned as provided in (1), (2), (3), and (4) above may bid on any existing vacancies, but shall not bump.
  - (6) When the change is to the craft other than the one the employee 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 the Employee's own, whichever is the lesser.

### 8. 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:

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- a. When the change is:
    - (1) From one postal installation to another at the employee's request.
    - (2) From one craft to another (voluntarily or involuntarily).
  - b. Upon reinstatement or reemployment.
  - c. Upon transfer into the Postal Service.
9. Change in Which Seniority is Modified. When mutual exchanges are made between full-time clerk craft employees from one installation to another, the exchanging employees shall take the seniority date of the junior employee involved.

### 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.

### E. Part-Time Regular Employees

1. All relevant provisions of this Article apply to part-time regular clerk craft employees except as provided for below.
2. Seniority for part-time regular clerical employees is computed from the date of appointment as a part-time regular in the craft and continues to accrue so long as service is uninterrupted as a part-time regular in the same craft and installation.
3. When a part-time regular clerical position is created in an installation, all full-time regular and part-time flexible clerk craft employees shall be given the opportunity to apply for that position. First consideration for change to part-time regular shall be given to senior full-time regular and then part-time flexible clerical employees.
4. A part-time regular clerical employee who applies for and is changed to part-time flexible shall be placed at the foot of the part-time flexible roster and shall begin a new period of seniority.
5. The installation head shall post and furnish a copy of an updated seniority list to the union of all part-time

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regulars on a semi-annual basis, unless otherwise negotiated locally.

### Section 3. Posting and Bidding

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 1, Section 2, shall be posted within 21 days unless such vacant duty assignments are reverted or where such vacancy is being held pursuant to Article 12.
2. When a vacant position is under consideration for reversion, **the local Union President will be given an opportunity for input prior to a decision.** The decision to revert or not to revert the position shall be made not later than 21 days after it becomes vacant and 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 Article 12, the local Union president will be notified in writing.
3. When it is necessary that fixed schedule 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. The determination of what constitutes a sufficient change in starting time of a duty assignment to cause the assignment to be reposted is negotiable at the local level, provided:
  - a. No assignment will be reposted when the change in starting time is one hour or less;
  - b. The criteria negotiated above will also apply to cumulative changes in starting time. Cumulative changes are changes that move the starting time

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outside a circle which has the starting time as its center and the agreed upon time as its radius.

- c. The incumbent shall have the option of accepting the new reporting time, **if** negotiated at the local level. If the incumbent accepts the new reporting time, the assignment will not be reposted.
6. In instances where more than one duty assignment is posted, clerks may indicate preference 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 official, shall be back-stamped.
7. **Clerks temporarily detailed to a supervisory position (204b) may not bid on vacant clerk craft duty assignments while so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a 204b detail and returning to their craft position. Upon return to the craft position, such employees may exercise their right to bid on vacant clerk craft duty assignments.**

**The duty assignment of a full-time clerk detailed to a supervisory position, including a supervisory training program, in excess of 4 months shall be declared vacant and shall be posted for bid in accordance with this Article. Upon return to the craft the clerk will become an unassigned regular. A clerk temporarily detailed to a supervisory position will not be returned to the craft solely to circumvent the provisions of Section 3.A.7. Form 1723, Notice of Assignment, shall be used in detailing clerks to temporary supervisor positions (204b). The Employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details.**
8. Filling Upgraded Positions
  - a. When an occupied clerk craft position is upgraded on the basis of the present duties:
    - (1) The incumbent will remain in the upgraded job provided the employee has been in that job for more than one year.
    - (2) The job will be posted for bid or application in accordance with the Agreement if the incumbent has not been in the job for more than one year.

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- b. When an occupied clerk craft position is upgraded on the basis of duties which are added to the position:
  - (1) The incumbent will remain in the upgraded job provided the employee 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.
  - (2) The job will be posted for bid or application 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.
- 9. 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). Also, employees in assignments listed in c below, may bid on PS-5 positions within the craft.
  - a. An employee obtaining one of the positions listed below may bid on another position in his/her 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 or level 7 assignments. Section 2, paragraph D.6.d.(3) gives the employee bidding seniority, after return to the craft from which promoted, credit for his/her 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
KP 17	Claims Clerk Paying Office
KP 1-54	Highway Transportation Clerk
SP 2-3	Information Clerk
SP 2-12	Postage-Due Technician
SP 2-4	Scheme Examiner

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SP 2-20	Clerk—Finance Station
SP 2-25	General Expediter
SP 2-26	Review Clerk
SP 2-156	Stamp Supply Clerk
SP 2-157	Special Postal Clerk
SP 2-158	Schedule Clerk-Foreign Mails
SP 2-181	General Office Clerk-Foreign Mails
SP 2-188	Examination Specialist
SP 2-195	Vehicle Operations-Maintenance Assistant
SP 2-217	Transfer Clerk, AMF
SP 2-218	Receiving Clerk-Foreign Air Mail
SP 2-346	Procurement, Property and Supply Assistant
SP 2-362	Parcel Post Distributor—(Machine)
SP 2-363	Distribution Clerk Machine MPLSM
SP 2-364	Distribution Clerk Machine SPLSM
SP 2-385	Ramp Clerk, AMF
SP 2-387	Bulk Mail Technician
SP 2-388	Window Services Technician
SP 2-433	Self-Service Postal Center Technician
SP 2-464	Mail Classification Clerk (MSC)
SP 2-465	Mail Classification Clerk (MSC)
SP 2-466	Mailing Requirements Clerk (MCC)
SP 2-467	Mailing Requirements Clerk (MCC)
SP 2-468	Mailing Requirements Clerk
SP 2-495	Records Clerk, International Air Mail
SP 2-502	Sack Sorting Machine Operator

#### B. Bidding Provisions—Letter Sorting Machines

1. A full-time regular Distribution Clerk, Machine serving under a bidding restriction on the expiration date of the 1978–1981 National Agreement will be released from such restriction effective 180 days from the date the employee was permanently assigned to the duty assignment requiring the restriction.
2. Any employee who becomes a full-time regular Distribution Clerk, Machine, for the first time will be restricted from further bidding for 365 days.
3. Former machine clerks who bid back to a full-time regular Distribution Clerk, Machine position and who require only brush-up training, will not be restricted from further bidding.

4. Former machine clerks who bid back to a full-time regular Distribution Clerk, Machine position and require formal training will be restricted from further bidding for 180 days from the date of assignment.
5. The bidding restrictions in (1), (2), and (4) above apply unless such bid:

- a. is to another letter sorting machine assignment with the same scheme requirement but with different days or hours of duty;
- b. is from a non-scheme letter sorting machine assignment to another non-scheme letter sorting machine assignment or to any letter sorting machine assignment with a scheme requirement;
- c. is to a job in a higher level;
- d. is caused by the abolishment or reposting of the employee's duty assignment;
- e. would enable the employee to be assigned to a station closer to the employee's place of residence;
- f. is caused by substantiated medical or health reasons, whereby continuation in the LSM assignment would be harmful to the employee.

6. Full-time Distribution Clerks, Machine may continue to apply for positions which are filled on the basis of best qualified, including other craft jobs for which they are eligible to apply.

#### C. 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, including stations and branches, to assure that it comes to the attention of all employees eligible to submit bids. Copies of the notice shall be given to the local union. When absent employees have so requested in writing, stating their mailing addresses, a copy of any notice inviting bids from their craft shall be mailed to them by the installation head.
2. Posting and bidding for preferred duty assignments shall be installation-wide, except as otherwise provided for in this Agreement.

#### D. Length of Posting

The notices shall remain posted for 10 days, unless a different

length for the posting period is established by local negotiations.

#### E. 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 or standard position).
2. PS salary level.
3. Scheme knowledge (essential and non-essential) and special requirements involving training, where applicable. When the assignment requires scheme distribution, one or more scheme(s) will be listed as essential.
4. Hours of duty (beginning and ending), and tour.
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 performed).
6. Qualification standards.
7. Physical requirement unusual to the specific assignment.
8. Invitation to employees to submit bids.
9. The fixed or rotating schedule or days of work, as appropriate.

#### F. Results of Posting

1. Within 10 days after the closing date for the posting (excluding December), the installation head shall post a notice listing the senior or successful bidder(s) and their seniority date(s). The senior qualified bidder meeting the qualification standards 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 the employee 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 such employee 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 senior bidder. Immediately after the end of the deferment period, the senior bidder then qualified shall be permanently assigned except as indicated below. 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, which means the ability to key at the appropriate speed and accuracy, assign the employee in accordance with 2 above. If the senior bidder is not qualified, when posting period is closed, permanent filling of the preferred assignment shall be deferred until the senior bidder is qualified on the machine qualifications. The hours of training established for machine qualification shall constitute the deferment period, which shall begin on the first day of training. (Normally, the employee will begin the required training within 10 days after the posting of the senior bidder (excluding December)). Immediately after the end of the deferment period, the senior bidder then qualified shall be permanently assigned. A notice shall be posted stating the successful bidder. The deferment period for machine qualifications training, the essential scheme requirements, and scheme distribution keyboard training 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, the provisions of paragraph 3 above are 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 applicable training to allow them to meet the appropriate speed and accuracy requirements.
- c. No employee shall be denied the opportunity to bid or qualify on any mail sorting machine assignment solely because of a previous unsuccessful attempt to qualify on a mail sorting machine assignment.
5. When the posted duty assignment requires a specific

6. Where incidental typing is required as a part of a duty assignment, such requirement must be reasonably related to the efficient performance of the responsibilities of the job.
7. The senior bidder for any of the following positions will enter a deferment period and be provided appropriate combinations of training, testing and practical demonstration of ability to perform in the actual position. Permanent assignment to the position will be deferred until successful completion of the training. If the employee does not satisfactorily complete the training, the employee will be returned to his/her former duty assignment and the next senior bidder will be placed into training. An employee bidding from one of the positions on the list to another requiring similar essential duties will not be required to take the training.

Window Clerk (KP13)  
 Window Distribution Clerk (SP 2-1)  
 Distribution, Window and Markup Clerk (SP 2-629)  
 Clerk—Finance Station (SP 2-20)  
 Bulk Mail Clerk (SP 2-44)  
 Bulk Mail Technician (SP 2-387)  
 Mail Classification Clerk (MSC) (SP 2-464)  
 Mail Classification Clerk (MSC) (SP 2-465)  
 Mailing Requirements Clerk (SP 2-469)  
 Mailing Requirements Clerk (MCC) (SP 2-466)  
 Mailing Requirements Clerk (MCC) (SP 2-467)  
 Mailing Requirements Clerk (SP 2-468)  
 Postage-Due Clerk (SP 2-11)  
 Postage-Due Technician (SP 2-12)

8. When an employee is designated as successful bidder and remains a live bidder on other bids, the employee shall notify management in writing within ten (10) days of his/her election to remain a bidder on one or more of those assignments. The notice shall identify the assignment(s) by job and posting number. Failure to notify within ten (10) days will cancel such other bids.
9. Pursuant to the Memorandum of Understanding, dated March 3, 1975, concerning use of full-time regular employees on Relief and Pool duty assignments, such

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assignments in the clerk craft shall normally be used to cover:

- a. Absences of employees holding regular bid assignments in:
    - (1) Stations or Branches;
    - (2) Window Service;
    - (3) Customer Service, Finance or E&LR.
  - b. Functions which predictably occur at the end of the accounting period (Timekeeper, Examination Specialist, etc.).
10. An unassigned full-time regular employee should bid on duty assignments posted for bids by employees in the craft. If the employee does not bid, or is the unsuccessful bidder, such employee **shall** be assigned in any **residual** assignment. The employee's preference **will** be considered if there is more than one assignment available and shall be honored except where an employee can be assigned to an available duty assignment for which he/she is currently qualified (including scheme requirements).
  11. **A clerical employee in a best qualified position (PS-6) may bid and compete for senior qualified positions in PS-5 and PS-6, utilizing the seniority the employee had, at the time of promotion to the best qualified position.**
  12. Normally, the successful bidder shall work the duty assignment as posted and shall not be displaced by a junior employee. This does not prohibit the Employer from assigning other employees to work the assignment for training purposes.

#### Section 4. Mail Sorting Machines

##### A. Letter Sorting Machines

###### 1. Designation

In offices (present or future) with letter sorting machines, the Employer will designate on the part-time flexible roster, those employees who meet the machine qualification requirements (which means the ability to key at the appropriate speed and accuracy) for letter sorting machine positions.

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##### 2. Rotation

- a. 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. Discussion with local Union officials shall take place with opportunity for input prior to changes in the rotation system.
- b. The feasibility of a study for the purpose of better understanding the environmental effects of alternate rotation systems is a proper subject for discussion by the National Labor-Management Committee.

##### 3. EDIT

- a. An EDIT operator test will not be entered into the Individual Performance Record and become an official record unless the following conditions are met:
  - (1) 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.
  - (2) The supervisor is able to relate the machine printed record to the operator and identify, where possible, the error causes.
  - (3) The operator is allowed to inspect the record including the sampled letters as soon as possible after completion of the individual's keying cycle.
  - (4) The sample letters were representative of the general mail mix and not solely nixie mail, **mark-up mail, or 400 bin mail.**
- b. Special EDIT 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. Results of special EDIT runs should be handled in accordance with a.(2), (3) and (4) above.

##### B. Parcel Post Sorting Machines

###### 1. Rotation

The application of the rotation system for PPSM operators is a proper subject for discussion at the Labor-Management Committee meetings. Discussion with local Union officials

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shall take place with opportunity for input prior to changes in the rotation system.

#### 2. SIAT

- a. A SIAT operator test will not be entered into the Individual Performance Record and become an official record unless the following conditions are met:
  - (1) **The supervisor positions himself so that he will be able to observe the operator being tested. He will verify for the record that the operator being tested was in fact keying during the entire test.**
  - (2) The operator was scheduled 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.
  - (3) The supervisor is able to relate the machine printed record to the operator and identify, where possible, the error causes.
  - (4) The operator is allowed to inspect the record, including a record of the addresses of pieces keyed in error as soon as practicable.

#### C. New Mail Sorting Machines

The implementation of **new mail sorting machine programs involving Flat Sorting Machines, Letter Sorting Machines, Bar Code Readers, Batch Mail Processors, Optical Character Readers, and the XTRACT System** will be consistent with the contractual requirements falling within the area of Technological and Mechanization Changes.

#### 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 14 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, 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.

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#### Section 6. Scheme Committee

A. The Employer agrees to having as part of the National Labor Management Committee, a junior labor-management subcommittee 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.

C. There shall be no annual or periodic scheme examinations.

#### Section 7. Computerized Forwarding System

**The application of a rotation system for the Computerized Forwarding System and the subject of fatigue as it pertains to the Computerized Forwarding System will be consistent with the requirements of the applicable provisions of this Agreement.**

#### Section 8. Listing of Key and 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 9. 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 10. 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.

## ARTICLE 38

### MAINTENANCE CRAFT

## Section 1. Seniority

## Section 2. Posting

## Section 3. Special Provisions

## Section 1. Seniority

## A. Introduction

The U.S. 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 **Section of this Article** will continue relative seniority standings properly established under past instructions, rules, and regulations. **Provisions of this Section of this Article shall be so applied in determining those relative seniority standings.**

## 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 negotiations at the installation level with the designated agent of the Union.

## D. Seniority Lists

A current seniority list shall be posted in each installation. **A copy of an updated seniority list shall be furnished quarterly to the local Union.** 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. Installations. A main post office, airport mail facility, terminal, **bulk mail center**, **overhaul center** or any similar organizational unit under the direction of one postal

official, together with all stations, branches and other subordinate units.

3. Duty Assignments. A set of duties and responsibilities within a recognized **occupational group and level** regularly scheduled during specific hours of duty.
4. Preferred Duty Assignment. A **duty** assignment preferred over **the present duty** assignment by an employee eligible to bid for such **duty** assignment when it is posted for bid. This bidding is done among qualified employees in the same level and occupational group as **the vacant duty assignment**.
5. Service Seniority. That seniority based on total service in the maintenance craft, regardless of **occupational group and level** beginning with **an appointment to the regular work force in the maintenance craft**. A part-time regular employee who is converted to full-time begins a new period of service seniority. 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.
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 **occupational group** and level. It continues to accrue so long as service in the same **occupational group** and 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 2, Article 38.
  - 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. Elevator Operator PS-3 (KP-2)-from any equivalent or lower level
  - e. Elevator Starter PS-4 (SP 6-3)-from Elevator Operator PS-3 (KP-2)
  - f. General Mechanic PS-5 (SP 6-2)-from Mechanic Helper PS-4 (SP 6-1)
  - g. Area Maintenance Technician PS-8 (SP 6-77)-from Area Maintenance Specialist PS-7 (SP 6-78)
  - h. Materials Handling Equipment Operator PS-4 (SP 1-9)-from Laborer Materials Handling PS-3 (SP 1-11)
  - i. Cleaner in Charge PS-4 (SP 6-51)-from Custodial Laborer PS-3 (SP 6-13)
  - j. Group Leader, Custodial PS-4 (SP 6-58)-from Custodial Laborer PS-3 (SP 6-13)
- 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 and L below, will require the start of a new period of seniority for preferred assignment.
  - G. Restoration of Service Seniority and Seniority for Preferred Assignments
- Except as provided in Article 12, 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 illness and the employee so stated this reason in the resignation and furnished satisfactory evidence for inclusion in the employee's personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same installation and in the same salary level from which originally separated; provided application for reinstatement or reemployment is made within six 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 Compensation Group, Office of Personnel Management, and in the case

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- 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 the employee's 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 in the same occupational group and level from which promoted, seniority is established as the employee's 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 the occupational group from which promoted, whether the change is voluntary or arbitrary, 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 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.
  2. Employees who are restored to postal duty in compliance with law or regulation after military training or extended military duty lose no seniority.

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### 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 the incumbent 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.

### L. Change in Which Seniority is Modified

The seniority for maintenance craft employees who are reassigned between installations as the result of a mutual exchange in accordance with applicable provisions of the Employee and Labor Relations Manual will be established for both employees as that of the junior employee involved.

### M. Seniority for Breaking Ties

When it is necessary to determine the seniority ranking for two or more employees who are reassigned or promoted to vacancies in the same occupational group and level in the maintenance craft on the same day, the following shall be used to break any tie that might exist:

1. Total Maintenance Craft Service
2. Total Postal Service
3. Total Federal Career Civilian Service

## 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 **preferred assignment selection register and/or promotion eligibility**

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**register**, except for newly established positions as defined in Article 1, Section 5. Such positions shall be posted as they are created and assigned to the craft unit. **A copy of the notice of intent shall be furnished to the local Union.**

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. Where a vacant or newly established duty assignment cannot be filled from an established preferred assignment selection register, and the assignment is to be filled by means of a promotion, selection shall be made from the appropriate promotion eligibility register. **To fill a vacant duty assignment at levels PS-6 and above, a notice of intent will be posted to fill the vacancy and all residual vacancies using the preferred assignment eligibility registers and/or promotion eligibility registers, as necessary, until a level PS-5 maintenance craft vacancy occurs. To fill a vacant duty assignment at levels PS-4 and PS-5 a notice of intent will be posted to fill the vacancy and all residual vacancies using the preferred assignment eligibility registers and/or promotion eligibility registers, as necessary, until a level PS-3 vacancy occurs. To fill a vacant duty assignment at levels PS-3 and below, a notice of intent will be posted to fill the vacancy and all residual vacancies using the preferred assignment registers and/or promotion eligibility registers.**
3. An employee who is listed on the appropriate register for a vacant assignment shall have the right to withdraw **a preferred assignment or promotion selection**, in writing, at any time, but not later than the closing time (hour and date) for the posting of the notice of intent. Such withdrawal, to be effective, should be back-stamped.
4. 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 designee shall advise the union in writing as to the reasons the duty assignment is being withheld.
5. If the vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reasons therefor.

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6. When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, or that the starting time for such an assignment be changed by 2 or more hours, the affected assignment(s) shall be reposted, by notice of intent. An exception to the requirement to repost an assignment where the change in starting time is 2 or more hours may be negotiated locally. If the incumbent in the assignment has more seniority for the preferred assignment than the senior employee on the preferred assignment eligibility register for those off days or hours, the employee may remain in the duty assignment, if the employee so desires.
7. 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.
8. 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 will maintain and/or establish preferred assignment selection registers. During the first fourteen days in January of each year a notice advising the employees of the opportunity to submit changes in preferred assignment selections 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. Changes in preferred assignment selections shall be submitted on or before January 31. If requested, an employee will be allowed to review the preferred assignment registers and the employee's own preferred assignment selection form(s). If the employee does not submit a change in preferred assignment selections during this period, existing preferred assignment selections shall continue. When absent employees have so requested in writing, stating their mailing addresses, a copy of any applicable notice of intent shall be mailed to them.
2. The employee shall indicate preference(s) for any vacancy that may occur during that year, including tours and days off.

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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 1, 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.
5. An employee may submit a new or amended preferred assignment selection form in the following situations:
  - a. the employee is promoted;
  - b. the employee's duty assignment is eliminated;
  - c. the duty assignment would result in the employee being assigned closer to the employee's place of residence;
  - d. because of substantiated medical or health reasons whereby continuation in the employee's present assignment would be harmful;
  - e. **three times** during each calendar year, an employee may submit additional preferred assignment selection forms indicating a change in tour preference. The times selected for submitting the additional preferred assignment selection forms shall be at the option of the employee.

### C. Promotion

1. The Employer will **maintain existing, or** establish as necessary, a promotion eligibility register to be used for the purpose of filling vacancies in the particular occupational group and level. **A promotion eligibility register shall be established for each occupational group and level for which there is a position existing in the installation.** The register shall remain in effect throughout the life of this Agreement. Upon notification from an employee of the acquisition of new or additional training, education, or experience pertinent to the qualifications for the position, the Employer will update the existing register within 10 days of receipt of such notification. **Such employee notification must be furnished within**

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thirty (30) days of the acquisition of such additional training, education, or experience. The promotion eligibility register shall not be updated during the period of time a vacant position is in the process of being filled. Employees shall be listed on this register in order of qualifications, and all positions for promotion shall be awarded to the best qualified applicants, 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 the employee's salary level and occupational group, the employee 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, **providing that the part-time regular is senior to the full-time employee in the lower level.**
4. The Employer agrees to post on an appropriate bulletin board the registers of eligible employees when such registers are established.
5. Upon entry into the maintenance craft in an installation, an employee may request to be placed on the appropriate preferred assignment and/or promotion eligibility registers. Within 90 days of the effective date of this agreement, maintenance craft employees who are not on a promotion eligibility register(s), may apply for inclusion on the appropriate promotion eligibility register(s).
6. After all employees within an occupational group and level have been assigned pursuant to a notice of intent, consideration for filling the residual vacancy will be given to a higher level qualified employee who has previously submitted a written request for assignment to a lower level.

#### D. 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).

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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.

#### E. Successful Applicant(s)

1. Within 8 days after the closing of the original notice of intent to fill a vacancy, the installation head shall post a notice stating the successful applicant and the applicant's seniority date.
2. The successful applicant shall be placed in the new assignment within 14 days after the announcement of the successful applicant. Normally, the successful applicant shall work the duty assignment as posted.

#### F. Relief Assignments

1. When management determines that work coverage is necessary, relief assignments in the maintenance craft may be established only to provide coverage for scheduled annual leave, and sick leave absences of five days or more.
2. Relief assignments, which shall be kept to a minimum, will be posted by a notice of intent which, in addition to the information required in Section 2.E (Information on Notice of Intent), will also show the days and hours of the specific duty assignment(s) being relieved.

#### 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 function. 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 personal tools and equipment. **Where necessary, the Employer will provide training on the use of required tools and equipment.**



### Article 38.3

#### B. Maintenance Training

##### 1. Pilot Training Program

- a. The Employer agrees to limited expansion of the pilot Maintenance Training Program initiated under the 1973 National Agreement. Such expansion will be subject to continual review and evaluation relative to program success and continuation.
- b. In selecting participants for the training program, employees will be considered in terms of the selection criteria established. Where they satisfy the needs of the program criteria, maintenance employees will be given first consideration.

##### 2. Other Training

- a. All job related maintenance craft training opportunities in levels 1 through 7 intended to increase skills in an employee's present assignment, will be offered first to the senior qualified volunteer within the occupational group, level and tour where the need for the skills exists.
- b. All maintenance craft developmental training which provides an employee with additional skills for potential promotion or reassignment will be offered to qualified volunteers **who are first on the appropriate promotion eligibility registers.**
- c. Where possible, reasonable advance written notices will be published soliciting volunteers. **A list of those volunteers shall be posted and a copy furnished to the local Union.**
- d. Only when there are no qualified volunteers as provided for in a or b above, will involuntary selections be made for training.
- e. Employees selected for off-site training will be given as much advance notice as is reasonably possible.
- f. Upon the completion of a training course of six (6) or more weeks duration, an employee may be placed in a duty assignment for which the training was intended. The employee may be required to remain in such an assignment for a period of nine (9) months from the completion of training unless:
  - (1) The employee advances to an assignment in a higher level;

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- (2) the duty assignment is eliminated; or
- (3) because of substantiated medical or health reasons whereby continuation in the assignment would be harmful to the employee.

- g. The Union, at the national level, will be furnished annually a copy of the yearly allocation of training billets.**

#### 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 39

### 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

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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 the employee 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.

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- 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.
- d. **When two or more employees from other crafts enter the Motor Vehicle Craft on the same date, their seniority will be determined by their total continuous postal service.**

#### 5. Seniority is restored under the following conditions:

- a. **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 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, **Office of Personnel Management**, 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 such employee would have if not separated.
- c. **Reassignment and Return in 90 Days.** A full-time regular or part-time flexible employee, voluntarily reassigned from one craft to another at the same installation with or without change in PS salary level, who is voluntarily reassigned within 90 days back to

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the 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 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 Article 12, Section 5.C.7, 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.

9. When filling motor vehicle craft assignments other than those identified in C.3. below, the service seniority of motor vehicle craft employees who submit an application and meet the qualification standards established for that position will be considered in keeping with the provisions of Article 33.

#### 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 em-

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ployment 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 qualifications 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 Motor Vehicle Craft  
Employees

Clerk, Vehicle  
Dispatcher,  
SP 5-10, PS-5

Motor Vehicle Operator,  
KP 10, PS-5,  
Tractor-Trailer Operator  
SP 5-22, PS-6

Storekeeper  
Automotive  
Parts,  
SP 5-46, PS-6

All Motor Vehicle Craft  
Employees

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4. Application. A written request by a full-time motor vehicle craft employee for consideration for an assignment for which such employee 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

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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 the designee of the installation head 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. Absent such bid, the employee may be assigned in any vacant duty assignment for which there was no senior bidder in the craft and installation. Preference of such an employee 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 bid once each calendar year.

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8. All **full-time regular** motor vehicle maintenance and **Vehicle Operations Assistant-BMC** craft **duty** assignments may be posted for bid once each calendar year upon mutual agreement between the parties at the local level. Absent such local agreement, motor vehicle maintenance and **Vehicle Operations Assistant-BMC** craft **duty** assignments shall be posted for bid every second calendar year, when requested by the Union.

#### 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, and provided a personal mailing address, a copy of any notice inviting bids from the craft of the employee shall be mailed to the employee 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.

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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 purchased 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

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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 judgement 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 Division of the American Postal Workers Union, AFL-CIO.

F. When filling details to bargaining unit work in the motor vehicle craft, the employer shall give first consideration to the assignment of available and qualified motor vehicle craft employees from the immediate work area in which the detail exists.

G. Employees eligible for night differential who participate in on-the-clock training will be paid the applicable differential they would have earned for service normally scheduled between 6 p.m. and 6 a.m. had they not been temporarily rescheduled by management to attend such training.

H. The Employer agrees to continue efforts to improve the comfort and temperature level in postal vehicles.

### ARTICLE 40

#### SPECIAL DELIVERY MESSENGER CRAFT

##### Section 1. Seniority

##### Section 2. Posting

##### Section 3. Special Provisions

##### Section 4. Miscellaneous Provisions

##### Section 1. Seniority

###### A. Introduction

1. The U. S. Postal Service and the APWU, Special

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Delivery Messenger 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 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 **Special Delivery Messengers** 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 the employee gained in **accordance** with former rules.

##### C. Responsibility

The installation head is responsible for day-to-day administration of seniority. Installation heads where practicable will post and furnish a copy of an updated seniority list to the local Union on a quarterly basis. 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. **Special Delivery Craft Group:** A craft group is composed of those positions for which the Union has secured recognition at the national level.
2. **Craft Seniority:** Seniority is for full-time regulars for preferred assignments and for other purposes for application of the terms of the National Agreement and any Local Memorandum of Understanding.
  - a. This seniority determines the relative standing among full-time regular employees.  
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 3c below.

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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 the employee's craft and within the list.
  - b. An employee excessed 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 the employees bidding seniority after returning to the craft from which promoted, credit for their 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. **Full-time regular special delivery messengers are entitled to bid on the positions of Examination Specialist SP2-188 and Vehicle Operations—Maintenance Assistant SP2-195.**
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 **duty** 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 the employee is not entitled to submit a bid.
8. **Installation:** An installation is a main post office, airport mail facility, terminal or any similar organization unit under the direction of one postal official, together with all stations, branches, and other subordinate units.

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9. **Reversion: Reversion is a management decision to reduce the number of positions within the craft and installation when such position(s) is/are vacant.**
  10. **Change Between Part-Time Flexible Craft Rosters: Change by Employee's Request.** When a part-time flexible transfers from one craft to another craft, such employee shall be assigned to the foot of that part-time flexible roll and begin a new period of seniority effective the date of reassignment.
  11. **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 career appointments 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 positions on the part-time flexible roster will be in **accordance** with their standings on the Postal Service eligible register.
    - b. 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.
  12. **Excess U. S. Postal Service Employees: Excess 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

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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 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 a resignation and furnished satisfactory evidence for inclusion in the **employee's** personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same 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 or disability separation must be supported by notice of recovery from the **Compensation Group, Office of Personnel Management**, or the Office of Workers Compensation Programs respectively; and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner. 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 the employee 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 the employee's 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":

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- a. When full-time regular employees, except as provided in Article 12, Section 2B, either voluntarily or for disciplinary reasons, return to the same installation and to the last craft they left, they shall have their seniority established after reassignment as the seniority they had when they left that craft without seniority credit for service outside that craft.
  - b. 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.
  - c. Upon involuntary reassignment of full-time regular employees from positions for which selection was based on best qualified, except for disciplinary reasons, if the employees return to the same installation and to the last craft left, the employees shall have **their** seniority established after reassignment as **their** 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, 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 **the employee** 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 the employee's own, whichever is the lesser.
5. Change in Which Seniority is Modified: When mutual exchanges are made between Special Delivery Messengers from one installation to another, the Special Delivery Messengers will retain their seniority or shall take the seniority of the exchange, whichever is the lesser.
- #### 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 employee's own request:
    - a. From one postal installation to another.



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- b. From one craft to another.
  - 2. Upon reinstatement or reemployment.
  - 3. Upon transfer into the Postal Service.
- 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 such employee 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 such employee 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 involuntarily reassigned to any craft or position within the U.S.P.S. the employee has the option of returning to the first available special delivery messenger vacancy and when so reassigned through the exercise of the employee's option, retains full seniority, including intervening employment in any other craft or position within the U.S.P.S.
- J. Conversions from Temporary to Regular Work Force Appointment
- 1. Under Civil Service Regulations 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

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- 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. The employee 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, PL 739 of June 22, 1948
- 1. No full-time regular employee shall be reduced to a part-time flexible employee to accord the benefits of the Act to another employee.
  - 2. When the Postal Service approves the restoration of seniority to employees under P.L. 739 and the employees are part-time flexibles, such employees shall be placed on the part-time flexible roll according to the position the employees should have attained thereon had they originally been appointed to that part-time flexible roll from the register.

#### Section 2. Posting

- A. In the special delivery messenger craft, newly established and 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, except for newly established positions as defined in Article I, Section 5. Such positions shall be posted as they are assigned to the craft unit. If a vacant duty

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assignment has not been posted within 30 days the installation head or designee shall advise the Union in writing of the reasons the positions are being withheld and the anticipated length of time such positions will remain vacant.

2. If the vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reason therefor, a copy of which shall be provided to the local Union.
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 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 the employee's craft can, at the employee's option, retain 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 schedule non-work day was necessarily changed retains present 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 present 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.

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6. No assignment will be posted because of change in starting time unless the change exceeds an hour including all cumulative changes in the starting time during the life of this agreement which total more than one hour from the original starting time. 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 bid by employees in the special delivery messenger craft. If the employee does not bid, the employee may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. The employee's preference by seniority should be honored if more than one such assignment is available.

#### 8. Position currently designated in the Special Delivery Messenger Craft:

##### KP 11 Special Delivery Messenger, PS-5

#### 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 employee's mailing address, a copy of any notice inviting bids from the employee's craft shall be mailed to the employee 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 reassignment agreements. (Article 12, Section 5, 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.

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3. Hours of duty (beginning and ending).
4. The principle 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 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.

#### F. Transfers

1. Consideration will be given to unsolicited requests for transfer to other installations before hiring new employees to fill residual vacancies in the special delivery messenger craft. Employees voluntarily transferring

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under this provision shall be solely responsible for all travel, transportation, relocation and other expenses incurred pursuant to the transfer.

#### 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 delivery 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 **\$2.20** per hour. Where available and practical the Employer will provide parking for messengers using their own vehicles for the above purpose.

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

C. In the interest of safety and health and other appropriate considerations, properly designated national representatives of the Union will be given an opportunity to examine, comment and submit recommendations on new vehicles during the developmental stage, before and after the completion of manufacturing of vehicles.

#### 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.

C. The employer will not assess or hold a special delivery messenger responsible for incorrect fees collected on mail improperly rated prior to being distributed to the messenger, who is expected to exercise reasonable care and judgment in the matter.

D. When the employer requires the use of certain supply items and equipment for the proper performance of a special

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delivery messenger's functions, such items shall be supplied by the employer.

**ARTICLE 41  
LETTER CARRIER CRAFT**

**Section 1. Posting**

**Section 2. Seniority**

**Section 3. Miscellaneous Provisions**

**Section 4. City Carrier Transportation (Driveout) Agreement**

**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.

All city letter carrier craft full-time duty assignments other than letter routes, utility or T/6 swings, parcel post routes, collection routes, combination routes, official mail messenger service, special carrier assignments and night routers, shall be known as full-time Reserve Letter Carrier duty assignments. The term "unassigned regular" is to be used only in those instances where full-time letter carriers are excess to the needs of the delivery unit and not holding a valid bid assignment.

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, D.C. Post Office)

KP 11 Special Carrier, PS-5

SP 2-261 Carrier Technician, PS-6

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

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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. The Employer shall provide written notice to the Union, at the local level, of the assignments that are being considered for reversion and of the results of such consideration.

2. Letter carriers temporarily detailed to a supervisory position (204b) may not bid on vacant letter carrier craft duty assignments while so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a 204b detail and returning to their craft position. Upon return to the craft position, such employees may exercise their right to bid on vacant letter carrier craft duty assignments.

The duty assignment of a full-time carrier detailed to a supervisory position, **including a supervisory training program** in excess of 4 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 Section 1,A,2.

Form 1723, Notice of Assignment, shall be used in detailing letter carriers to temporary supervisor positions (204b). The Employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details.

3. The existing local procedures for scheduling fixed or rotating non-work days and the existing local method of posting and 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 1,A,5 below). No overtime payment will be made for a permanent change in starting time.

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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 the craft. If the employee does not bid, assignment of the employee may be made to 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 a mailing address, a copy of any notice inviting bids from the craft employees shall be mailed to the employee 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), including, in the case of a utility or T/6 duty assignment, the hours of duty for each of the component routes.

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- (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 assignment.
- (h) If city carrier route is involved, the carrier route number shall be designated. If a utility or T/6 duty assignment is involved, the route number of the utility or T/6 duty assignment and the route numbers of the component routes shall be designated.
- (i) Date of last inspection and date of last adjustment.

#### 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. This same rule shall apply to T/6 and utility assignments, unless the local agreement provides otherwise.

#### 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

1. This seniority section applies to all regular work force letter carrier craft employees when a guide is necessary

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for filling assignments and for other purposes and will be so used to the maximum extent possible.

2. Seniority 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. No employee solely by reason of this Article shall be displaced from an assignment the employee gained in accordance with former rules.

#### B. Definitions

1. Seniority for bidding on preferred letter carrier craft duty assignments and for other purposes for application of the terms of the National Agreement shall be restricted to all full-time regular city letter carriers.
2. Part-time regular letter carriers are considered to be a separate category and seniority for assignment and other purposes shall be restricted to this category.
3. Full-time reserve letter carriers, and any unassigned full-time letter carriers whose duty assignment has been eliminated in the particular delivery unit, may exercise their preference by use of their seniority for available craft duty assignments of anticipated duration of five (5) days or more in the delivery unit within their bid assignment areas, except where the local past practice provides for a shorter period.
4. Part-time flexible letter carriers may exercise their preference by use of their seniority for vacation scheduling and for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned.
5. A letter carrier who, pursuant to subsections 3 and 4 above, has selected a craft duty assignment by exercise of seniority shall work that duty assignment for its duration.
6. 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 letter carriers shall be converted to

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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. Transfers, Separations, etc.

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

1. On reinstatement or reemployment after separation caused by disability, retirement or injury on duty or resignation because of personal illness, and the employee so stated in the resignation and furnished satisfactory evidence for inclusion in the 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 reemployed in the same postal installation 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 must be supported by notice of recovery from the Bureau of Retirement, Insurance and Occupational Health, **Office of Personnel Management**, 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.

### Article 41.3

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.

#### E. 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.

#### F. Return From Any Position for Which Selection Was Based on Best Qualified

Effective July 21, 1978, when an employee, either voluntarily or involuntarily returns to the letter carrier craft at the same installation, seniority shall be established after reassignment as the seniority the employee had when leaving the letter carrier craft without seniority credit for service outside the craft.

#### G. Changes in Which a New Period of Seniority is Begun:

1. When an employee from another agency transfers to the letter carrier craft.
2. Except as otherwise provided in this Agreement, when an employee from another USPS craft is reassigned voluntarily or involuntarily to the letter carrier craft.
3. When a letter carrier transfers from one postal installation to another at the carrier's own request (except as provided in Section E of this Article).
4. Any former employee of the U.S. Postal Service entering the letter carrier craft by reemployment or reinstatement shall begin a new period of seniority, except as provided in D-1 and D-4 above.
5. Any surplus employees from non-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

### Article 41.3

prior to being distributed to the carrier, who is expected to exercise reasonable care and judgment 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 the carrier 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 the carrier is not familiar will be allowed a reasonable period to become familiar 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. Upon request, a duplicate copy of the completed Form 3996 and Form 1571, Report of Undelivered Mail, etc., will be provided the carrier.

H. The Postal Service recognizes that representatives of the NALC should be permitted to use available telephones. Accordingly, the Employer at the local level shall establish a reasonable policy regarding the use of telephones by authorized Union officials and stewards for 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 the 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 the 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.

Article 41.3

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 to submit recommendations on new vehicle specifications during their development and before the specifications are transmitted to potential contractors, 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 34, "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 without modification shall be made a part of a local agreement when requested by the local branch of the NALC during the period of local implementation; provided, however, that the local branch may on a one-time basis during the life of this Agreement elect to delete the provision from its local agreement:

"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, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article."

That provision may, at the local NALC Branch's request during local implementation, be made applicable (including the right to delete it) to selected delivery units within an installation. For purposes of applying that provision, a delivery unit shall be a postal station, branch or ZIP code area. Any letter carrier in a higher level craft position who loses his/her duty assignment due solely to the implementation of that provision shall be entitled to the protected salary rate provisions (Article 9, Section 6) of this Agreement.

P. The Employer shall promptly notify the local Union President of any job-related vehicle accidents involving city letter carriers.

Q. The Employer agrees to continue efforts to improve the comfort and temperature level in postal vehicles.

R. A seasonal route is a route on which the weekly hours

of required service are substantially increased as a result of an increase in the number of customers served during a specific period each year. These routes are generally located in resort or vacation areas. The following steps will be taken in regard to the service of those routes during the abnormal period or periods:

(a) The duration of the seasonal periods shall be determined by management after discussion with the local Union.

(b) During those periods, auxiliary assistance if requested shall be provided to the maximum extent possible.

S. City letter carrier mail counts and route inspections and adjustments shall be conducted in accordance with Methods Handbook M-39, Management of Delivery Services, as modified by the parties Memorandum of Understanding dated July 21, 1981.

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 the carrier's 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. Carriers shall not drive their cars to and from the route for their own personal convenience.
2. Reimbursement to a carrier who provides a 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 themselves, passengers and mail to and from the assigned



#### Article 41.4

routes shall be reimbursed on a mileage-zone basis as follows:

- a. For transportation of carrier and carry-out swing from delivery unit to beginning of route when distance is  $\frac{1}{2}$  mile or more or from end of route if route begins less than, but ends more than  $\frac{1}{2}$  mile from delivery unit.

#### REIMBURSEMENT RATES

Mileage	Daily Rate
0.5 to 1.0	\$1.65
1.1 to 1.5	\$1.90
1.6 to 2.0	\$2.00
2.1 to 3.0	\$2.15
3.1 to 4.0	\$2.20
4.1 to 5.0	\$2.50
Over 5	\$2.55 plus 20¢ per each additional mile (one way) over five miles to beginning of route.

An additional increase of 5¢ will be added to each of the above mileage reimbursement rates effective July 21 in each subsequent year of this National Agreement.

- b. When carriers use their vehicles as transportation for distances of more than  $\frac{1}{2}$  mile between segments of a route or routes, they will be reimbursed sixty cents for each such movement.
  - c. Sixty cents for each mail relay carried, up to a maximum of \$3.00 daily.
  - d. Sixty cents per authorized ride for each carrier or supervisory passenger.
  - e. Thirty cents for each article 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 sixty cents for each additional authorized move of  $\frac{1}{2}$  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

#### Article 43.1

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, and written minutes shall be kept of all such Committee meetings. The City Delivery Committee shall receive notice of any proposed changes in any instructional booklet regarding the mail count and route inspection and adjustment system. Recommendations of the NALC representatives will be considered and may be adopted by mutual agreement of the Committee provided they are not in conflict with the National Agreement.

#### ARTICLE 42

#### 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 Labor-Management Committee provided in Article 17.

#### ARTICLE 43

#### SEPARABILITY AND DURATION

#### Section 1. Separability

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

Article 43.2


Section 2. Duration

This Agreement shall be effective July 21, 1981 and shall remain in full force and effect to and including 12 midnight July 20, 1984, 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.

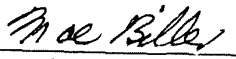
In witness whereof the parties hereto affix their signatures below this 3rd day of September, 1981.

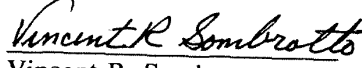
For the

United States Postal  
Service:

  
William F. Bolger  
Postmaster General

For the Unions:

  
Moe Biller  
General President  
American Postal Workers  
Union, AFL-CIO  
Clerk Craft  
Motor Vehicle Craft  
Special Delivery  
Messenger Craft  
Maintenance Craft

  
Vincent R. Sombrotto  
President  
National Association of  
Letter Carriers, AFL-CIO

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

Current Memoranda of Understanding on Relief and Pool Assignments dated March 4, 1975, Clerk, Finance Section dated July 20, 1978, Basic Window Clerk Training Program dated July 20, 1978, and Qualification and Proficiency Rates for the MPLSM dated July 20, 1978, will be published verbatim as an addendum to the 1981 National Agreement.

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
U.S. POSTAL SERVICE  
AND THE  
AMERICAN POSTAL WORKERS UNION, AFL-CIO  
CLERK CRAFT

The Basic Window Clerk Training Program will be implemented in the following manner:

1. The program will be implemented not later than October 31, 1978, in all applicable offices. All senior bidders who meet the criteria for training will be placed in the training program.
2. Trainees will take the final examination at the end of the deferment period; however, the examination will not be used for qualification decisions until it has been properly validated.
3. Upon completion of the examination validation, the qualifying process will be put into effect after the Union has had the opportunity to review and evaluate the results of validation. Thereafter, the test will be used to denote successful completion of the training.
4. Any employee who leaves the training program for any reason will be returned to his/her former assignment.

Similar but abbreviated training programs will be developed for level 6 window positions and positions in small offices and implemented as in 1-4 above by January 1979.

The Self-Service Postal Unit Technician training and qualification programs will be implemented immediately using existing training and examination materials.

The training programs for Mailing Requirements Clerks, Bulk Mail Clerks and Bulk Mail Technicians have been implemented. Items 2-4 apply for these positions.

Date: July 20, 1978

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
U.S. POSTAL SERVICE  
AND THE  
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

1. The Postal Service agrees that within fifteen (15) days following ratification of the 1978 National Agreement:
  - a. The qualification rate for MPLSM operators shall be 98%.
  - b. The acceptable EDIT proficiency rate for the MPLSM operator shall be 95%.
  - c. For a period of forty-five (45) calendar days following successful completion of the multi-position letter sorting machine training program, EDIT results will be used to assist employees in making the adjustment to live mail conditions and not be made part of their permanent Individual Performance Record.
2. Within a reasonable period of time thereafter, all appropriate USPS manuals and handbooks will be amended to comport with the above.

Date: July 20, 1978

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
U.S. POSTAL SERVICE  
AND THE  
AMERICAN POSTAL WORKERS UNION, AFL-CIO  
CLERK CRAFT**

1. The Employer agrees to establish the position of Clerk—Finance Station, Standard Position 2-18, PS-6, to be filled by the senior-qualified bidder in the clerk craft.

At offices with 100 or more bargaining unit employees, this position will be authorized for Finance Stations where three or less full-time clerical employees are assigned. In Finance Stations where four or more full-time clerical employees are assigned, at least 30% direct supervision (on site) will normally be provided on a daily basis, and no PS-6 will be authorized.

2. Where an employee is currently assigned as a Window Services Technician, PS-6, or Special Postal Clerk, PS-6, in a Finance Station that satisfies the criteria, the employee will be converted to the position of Clerk—Finance Station, PS-6. If the Finance Station does not meet the criteria, the employee's current position shall be abolished and the employee reassigned in accordance with Appendix A.
3. If only one full-time PS-5 clerical employee is assigned to a Finance Station meeting the established criteria and he/she has more than one year in that assignment, the employee shall be promoted and placed in the position of Clerk—Finance Station. If the employee has not been in the full-time PS-5 position for more than one year, a PS-6 position shall be established and posted for bid in accordance with Article XXXVII of the National Agreement.
4. In Finance Stations where two or more full-time clerical employees are presently assigned and where the Finance Station meets the criteria outlined in Paragraph 1 above, management will discuss the issue with the local union representative and determine if one of the clerks has performed the required duties for more than one year. If such a determination is made, the provision of paragraph 3 above will be followed; if not, the position established will be posted for bid in accordance with Article XXXVII of the National Agreement and filled on a senior-qualified basis.
5. The senior bidder identified in accordance with paragraphs 3 and 4 above will be given the appropriate training for the PS-6 position and the opportunity to qualify. If he/she fails to qualify, the next senior bidder will be given the opportunity to qualify.
6. In no instance shall more than one Clerk—Finance Station, PS-6, be authorized at a Finance Station. Also, the position of Window Services Technician, PS-6, and Special Postal Clerk, PS-6, shall not be authorized in Finance Stations.

7. The Postal Service agrees to establish and implement the new position by January 1, 1979. The Union agrees to withdraw all cases currently pending in the grievance/arbitration procedure covered by this Memorandum of Understanding. It is further understood that no employee in a particular Finance Station is entitled to "higher level pay" for performing the duties and functions of a Clerk—Finance Station until the Clerk—Finance Station position to be created as a result of the action has been established and filled in accordance with these conditions.

Date: July 20, 1978

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

Relief and pool assignments, sometimes called "flexible relief work cycle" assignments are utilized to cover absences of employees holding regular bid assignments and other situations where the assignment is uncovered. Such relief and pool assignments also enable management to accommodate employee requests for unscheduled leave. It is recognized that the concept of a relief or pool assignment necessarily entails a degree of uncertainty in scheduling employees filling such assignments.

In order to minimize this uncertainty, the parties have agreed to the following principles to be applied to the establishment and operation of relief and pool assignments.

1. The Postal Service may establish new or additional relief and pool assignments in any installations. The Postal Service shall consult with the Union before management makes a final decision with respect to the establishment of such assignments in any installations where they do not presently exist.
2. Relief and pool assignment postings will specify the nature of the assignment by enumerating the type and location of assignments to be relieved; e.g., "the pool employee will cover absences of window employees assigned to classified stations and branches, as well as main office windows."

- The degree of specificity included may vary with the size of the installation in that in some offices with a large relief pool a particular relief assignment could be limited to a relatively small area of coverage, whereas in other offices the nature of the assignment may have to be broader.
3. Relief and pool assignments will have fixed days off, which may be on a rotating basis.
  4. Relief and pool assignments will have fixed hours. However, hours of duty may vary from day to day; for example:

Monday	6:00 a.m.	—	2:30 p.m.
Tuesday	9:00 a.m.	—	6:00 p.m.
Wednesday	12:00 noon	—	8:30 p.m.
Thursday	8:30 a.m.	—	5:30 p.m.
Saturday	6:00 a.m.	—	3:00 p.m.

5. An employee holding a relief or pool assignment, as described above, will be paid at the overtime rate for those hours worked which are outside his normal, regularly scheduled work week, except under the following circumstances:

- (a) When management informs the employee that he is to cover an assignment having a schedule different from the relief or pool employee's regular schedule for a period of one week (five working days) or longer, the relief or pool employee will assume the new schedule and will not receive overtime pay for those hours worked in such new schedule which are outside of his normal regular schedule. However, the relief or pool employee will be entitled to overtime pay for those hours worked outside of his normal, regularly scheduled work week (i) unless and until management informs him in writing that he is to work a new schedule for a week or longer, or (ii) if the relief or pool employee in fact works the new schedule for less than a week after he is so informed by management; or

- (b) When management tells him to perform functions which predictably occur at the end of an accounting period; e.g., those of Timekeeper or Civil Service Examiner.

Dated at Washington, D.C.  
this 3rd day of March 1975.

**MEMORANDUM OF UNDERSTANDING  
ARTICLE 30, 1981 NATIONAL AGREEMENT**

It is hereby agreed by the United States Postal Service; the American Postal Workers Union, AFL-CIO and the National Association of Letter Carriers, AFL-CIO that the following procedures will apply to the implementation of Article 30 during the 1981 local implementation period:

1. 1981 local implementation will commence on October 1, 1981 and terminate on October 30, 1981.
2. In the event that any issue(s) remain in dispute at the end of the thirty (30) day local implementation period, the parties shall jointly identify such issue(s) in writing. Initialed copies of this document and copies of all proposals and counter-proposals pertinent to the issue(s) in dispute will be furnished by the local Union to the Regional Director, E & LR, of the Employer with copies to the Postmaster and the Union's Regional Representative within fifteen (15) days of the expiration of the local implementation period. Inclusion of any matter in the written statement does not necessarily reflect the agreement of either of the parties that such matter is properly subject to local implementation.
3. The Regional Representatives of the Employer and the Union shall attempt to resolve the matters in dispute within seventy-five (75) days after the expiration of the local implementation period. The Regional Representatives of both the Union and the Employer will have full authority to resolve all issues still in dispute.
4. If the parties are unable to reach agreement at the Regional level by the end of the seventy-five (75) day period provided for above, the issue(s) may be appealed to final and binding arbitration by the National Union President within twenty-one (21) days of the end of the seventy-five (75) day period.
5. Where there is no agreement and the matter is not referred to the Regional level or to arbitration, the provision(s), if any, of the former Local Memorandum of Understanding shall apply unless inconsistent with or in conflict with the 1981 National Agreement.

6. Where a dispute exists as to whether an item in the former Local Memorandum of Understanding is inconsistent or in conflict with the 1981 National Agreement, such dispute will be processed in accordance with the procedures outlined in two (2) through four (4) above.

This Memorandum of Understanding expires at 12 midnight July 20, 1984.

**LETTER OF INTENT  
BETWEEN  
UNITED STATES POSTAL SERVICE  
AND  
JOINT BARGAINING COMMITTEE  
(AMERICAN POSTAL WORKERS UNION, AFL-CIO  
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-  
CIO)**

The parties agree that those contract cases certified to Regional level arbitration under the 1981 National Agreement involving the following issues will be referred to Expedited Arbitration in accordance with Section 4.C. of Article 15 of the 1981 National Agreement.

1. Restricted Sick Leave.
2. Step Withholding
3. Employee Requests for Leave.

The parties at the National level will attempt to identify and agree upon additional issues to be referred to Expedited Arbitration at the Regional level in accordance with Section 4.C. of Article 15 of the 1981 National Agreement.

**MEMORANDUM OF UNDERSTANDING**

The parties hereby commit themselves to the elimination of the backlog of grievances appealed to regional or national arbitration under the 1978 and 1975 National Agreements. Therefore, they agree to establish a Joint Committee which shall, within 60 days of the signing of this Agreement, develop a procedure for eliminating the backlog, which may include a standard for appointing additional arbitrators.

**LETTER OF INTENT  
BETWEEN  
UNITED STATES POSTAL SERVICE  
AND  
JOINT BARGAINING COMMITTEE  
(AMERICAN POSTAL WORKERS UNION, AFL-CIO  
AND NATIONAL ASSOCIATION OF LETTER  
CARRIERS, AFL-CIO)**

Within sixty (60) days after signing the 1981 National Agreement, the parties signatory to the Agreement will meet to discuss increasing the number of arbitrators in each Region under the provisions of Article 15, Section 4.C of the 1981 National Agreement to hear Step 3 contact grievance cases

appealed to regional arbitration under the 1978 National Agreement.

The formula to be used for adding arbitrators will be one arbitrator for each 100 contract cases pending Regional level arbitration.

**MEMORANDUM OF AGREEMENT BETWEEN  
NATIONAL ASSOCIATION OF LETTER CARRIERS,  
AFL-CIO, AND AMERICAN POSTAL WORKERS  
UNION, AFL-CIO,  
AND  
UNITED STATES POSTAL SERVICE**

This will confirm our agreement that the Postal Service guarantees that no employee, whose basic pay is not increased by the amount of \$3,619 (the annualized cost-of-living adjustments accumulated during the life of the 1978 National Agreement) before the first full pay period of October, 1984, due to the provisions set forth in Article 9, Section 3, of the 1981 National Agreement, will suffer any diminution of annuity (e.g., optional, disability, or survivors benefits), by reason thereof.

Such annuity protection is subject to the right of the Postal Service to offset the employee contributions that would have been made had the COLA amount been added to basic pay in the first full pay period of November, 1981. Such protection shall be afforded by either supplemental annuity payments or by a single lump sum discounted payment, at the option of the Postal Service.

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

The United States Postal service and the National Association of Letter Carriers, AFL-CIO, on July 21, 1981, hereby agree:

1. Pursuant to discussions between the parties concerning revisions in Section 211.1 of the M-39 Handbook, it is agreed that the objective of such revisions is to reduce the number of carrier routes that will be scheduled for annual mail counts and inspections. Management agrees to instruct its supervisory personnel on the intent and proper implementation of these changes. The NALC also

agrees to undertake a program of instruction so as to inform its members of the stated purpose and intent of these revisions.

2. Accordingly, Section 211.1 of the Methods Handbook M-39, Management of Delivery Services, is amended to read as follows:

211.1 In order to achieve and maintain an appropriate daily workload for delivery units and routes, management will make periodic route and unit reviews consisting of an analysis of items listed in Part 214, and workhours, volumes and possible deliveries.

These reviews will be utilized to verify adjustments which have been taken by management or need to be taken by management in order to maintain efficient service. In some units it may be necessary to proceed with mail counts and route inspections on one or more routes. These inspections will be conducted between the first week of September and May 31, excluding December.

3. Additionally, Part 143 and Sections 221.131, 242.322 and 242.345 are changed as follows:

143 (Static Routes) Deleted in its entirety.

221.131 The carrier should count and record the mail every day except on the day of inspection when the mail count must be counted and recorded by a manager. On one or more days during the count week, each route will be inspected by a manager. When management performs the mail count, the carrier serving the route, upon request, may verify the mail count.

242.322 The manager will note by explanatory comment on the reverse of Form 1840 or attachments thereto why the base street time allowance for the route was established at the time selected. The manager's selection of the street time allowance cannot be based on the sole criterion that the particular time selected was the lower.

242.345 Any time adjustment to a carrier's base street time due to identified improper practices or operational changes (such as, but not limited to, the elimination of relay or part points, or travel pattern changes), must be documented by ap-

propriate comments on the reverse of Form 1840 or attachments thereto. Such adjustments must be discussed with the carrier at the time of consultation concerning the route evaluation. If the carrier, at the time of consultation, notes the absence of such documentation in writing on the Form 1840 or attachments thereto, and initials and dates the Form 1840 or attachments thereto, and management does not supply such documentation within one week, with a copy to the carrier, the time adjustment shall be disallowed.

4. Part 143 and Sections 211.1, 221.131, 242.322 and 242.345 of the M-39 Handbook, as modified by this Memorandum of Understanding may not be changed solely pursuant to Article 19 of the National Agreement.

5. Nothing in this Memorandum of Understanding shall preclude the Postal Service from changing current or instituting new work measurement systems or work and time standards, whether set forth in the Methods Handbook M-39, Methods Handbook M-41, or elsewhere, pursuant to Article 34 of the National Agreement.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES POSTAL SERVICE  
AND  
JOINT BARGAINING COMMITTEE  
(AMERICAN POSTAL WORKERS UNION, AFL-CIO  
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO)

Within sixty (60) days after the signing of the 1981 National Agreement, the parties will meet to consolidate all national labor-management committees provided for in the 1981 National Agreement with the exception of the Joint Labor-Management Safety Committee provided for in Article 14. The parties further agree that committee consolidations at the regional level shall occur based on the pattern of consolidation at the national level committees.

## MEMORANDUM OF UNDERSTANDING

It is understood by the parties that in applying the provisions of Articles VII, XII and XIII of this agreement, cross craft assignments of employees, on both a temporary and permanent basis, shall continue as they were made among the six crafts under the 1978 National Agreement.

## MEMORANDUM OF UNDERSTANDING

It is also agreed that where this agreement makes reference to offices/facilities/installations with a certain number of employees or man years, that number shall include all categories of bargaining unit employees in the office/facility/installation who were covered by the provisions of the 1978 National Agreement.

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

UNITED STATES POSTAL SERVICE  
AND JOINT BARGAINING COMMITTEE  
(AMERICAN POSTAL WORKERS UNION, AFL-CIO  
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO)

The parties hereby agree that the following amendments to Articles XII and XIII shall become effective only in the event that the legality of the effect of reassignments made under these amendments is sustained by the M.S.P.B. and by a precedential decision of a court of competent jurisdiction.

Article XII, Section 5-B-10 (amendment indicated by underscoring):

10. Whenever the provisions of this Section establishing seniority are inconsistent with the provisions of the Craft Articles of this Agreement, the provisions of the Craft Articles shall prevail, except as provided in (a) (b) and (c) below with regard to assignment to and from the letter carrier craft.

In reassignments between the clerk, motor vehicle services, special delivery and maintenance crafts, the seniority provisions of Section 5 of this Article shall apply.

In reassignments to or from the letter carrier craft, the following shall apply:

- (a) If only one employee is reassigned, that employee's seniority in his/her original craft is compared to the seniority of the senior part-time flexible in the gaining craft. If the seniority of the reassigned employee is less than that of the senior part-time flexible, the reassigned employee reverts to part-time flexible status and the senior part-time flexible is promoted to regular. If the seniority of the reassigned employee is greater than that of the senior part-time flexible, the reassigned employee retains regular status.
- (b) If more than one employee is reassigned, a merged seniority list is created of the employees reassigned—using the seniority such employees had in their former craft—and of the part-time flexibles in the gaining craft. From this list a number of senior employees equal to the number of employees reassigned are either promoted to regular (in the case of part-time flexibles in the gaining craft) or retain regular status (in the case of reassigned employees). Those reassigned employees, if any, with insufficient seniority to retain regular status revert to part-time flexible status.
- (c) All reassigned employees must begin a new period of seniority in the craft to which reassigned whether such employees retain regular status or revert to part-time flexible status. However, employees who revert to part-time flexible status retain limited seniority for the sole purpose of re-promotion to regular status.

## ARTICLE XIII, Section F-1 (amendment indicated by underscoring):

### F. Seniority of an Employee Assigned to Another Craft

1. Except as provided for in Section D.9, 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 the employee had in the employee's former craft.

The above procedure shall not apply to reassignments to or from the letter carrier craft. In such situations, the following procedure shall apply:



(a) If only one employee is reassigned, that employee's seniority in his/her original craft is compared to the seniority of the senior part-time flexible in the gaining craft. If the seniority of the reassigned employee is less than that of the senior part-time flexible, the reassigned employee reverts to part-time flexible status and the senior part-time flexible is promoted to regular. If the seniority of the reassigned employee is greater than that of the senior part-time flexible, the reassigned employee retains regular status.

(b) If more than one employee is reassigned, a merged seniority list is created of the employees reassigned—using the seniority such employees had in their former craft—and of the part-time flexibles in the gaining craft. From this list a number of senior employees equal to the number of employees reassigned are either promoted to regular (in the case of part-time flexibles in the gaining craft) or retain regular status (in the case of reassigned employees). Those reassigned employees, if any, with insufficient seniority to retain regular status revert to part-time flexible status.

(c) All reassigned employees must begin a new period of seniority in the craft to which reassigned whether such employees retain regular status or revert to part-time flexible status.

However, employees who revert to part-time flexible status retain limited seniority for the sole purpose of re-promotion to regular status.

#### MEMORANDUM OF UNDERSTANDING

The total workload assigned to special delivery messengers will be used in data analysis which is utilized for staffing and scheduling. This procedure will remain in effect during the term of the 1981 National Agreement.

#### LETTER OF INTENT UNITED STATES POSTAL SERVICE and AMERICAN POSTAL WORKERS UNION, AFL-CIO

Within 60 days of the ratification of the 1981 National Agreement with the American Postal Worker's Union, AFL-CIO, and the National Association of Letter Carriers, AFL-CIO, the Postal Service intends to do the following:

1. Issue a written reminder to Vehicle Maintenance Facility Managers that installation heads have the authority to waive the written examination associated with the selection of Automotive Mechanics in keeping with the Handbook P-12B, Qualifications Standards, Bargaining Unit Position.
2. Issue written instructions to fleet management personnel setting forth our intention that vehicles with a two ton or greater load capacity leased for a period of one year or more should be equipped with power steering provided that:
  - a. such equipment is reasonably available; and
  - b. the lease cost for power steering is no greater than that which would be incurred for a vehicle without power steering.

In any regard, it is the Postal Service's intent that all leased vehicles have a steering geometry which is appropriate for the load capacity of the vehicle.

#### ARTICLE VII MEMORANDUM OF UNDERSTANDING

Where a part-time flexible has performed duties within his craft and occupational group within an installation at least 40 hours a week (8 within 9, or 8 within 10, as applicable), 5 days a week, over a period of 6 months, the senior part-time flexible shall be converted to full-time status.

This criteria shall be applied to postal installations with 150 or more man years of employment.

It is further understood that part-time flexibles converted to full-time under this criteria will have flexible reporting times, flexible non-scheduled days and flexible reporting locations within the installation depending upon operational requirements as established on the preceding Wednesday.

### LETTER OF INTENT

This letter memorandum sets forth our mutual intent regarding the attached Memorandum of Understanding relating to maximization.

1. The initial 6 month measuring period will begin on January 1, 1982 and end on June 30, 1982. Conversions based upon this initial period shall be completed within sixty (60) days. This conversion process shall not interfere with or delay conversions which would otherwise be implemented pursuant to the existing National Agreement. Henceforth, the 6 month measuring periods will be monitored on a continuing basis, and conversions required shall be implemented promptly.
2. Conversions required pursuant to this Memorandum of Understanding shall be in addition to (but not duplicative of) conversions that may be required pursuant to existing provisions of the National Agreement. The criteria established by this Memorandum of Understanding are supplementary to, not in limitation or diminishment of, existing criteria in the National Agreement.
3. Subject to operational requirements, the intent of the parties is to avoid unnecessary disruptions in existing patterns of reporting times, non-scheduled days and reporting locations for those PTF's converted pursuant to these criteria, to the extent the duties of the position converted are consistent with those performed by the PTF during the measuring period.
4. Employees converted to full-time positions pursuant to this Memorandum of Understanding may bid on assignments posted for bids by employees in their craft, and shall be full-time regular employees under the National Agreement.
5. In those installations where conversions have been made under this Memorandum of Understanding, and there are subsequent reversions or excessing, any reductions in full-time employees' positions shall be from among those position(s) converted pursuant to this Memorandum of Understanding until they are exhausted.
6. The parties will establish a national level committee to review and resolve any problems relating to the initial period of implementation, in accordance with their

mutually expressed intentions. Accordingly, grievances filed at the local level relating to the initial period of implementation shall be stayed without prejudice to either party, and the time limits deemed extended by mutual consent, in order to permit review by the national committee. Upon such review, questions of fact may be referred to the normal grievance machinery.

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