

CONTRACT EXTENSION AGREEMENT

Between

AMERICAN POSTAL WORKERS UNION, AFL-CIO

And

UNITED STATES POSTAL SERVICES

Covering

INFORMATION TECHNOLOGY/ACCOUNTING SERVICES

January 21, 2019 – July 17, 2020

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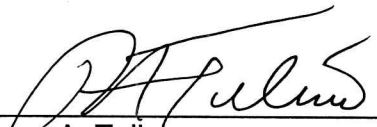
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Notes


1. All memoranda, including Local Memoranda of Understanding, automatically extend through the extended term of this Agreement, July 17, 2020.
2. **Bold Face Type** in the text indicates revised or new language. Bold Face type in the headings does not necessarily indicate change.
3. This publication is an addendum to the 2017 – 2019 Agreement and only includes the extension agreements. This does not include the memoranda of understanding, letters of intent and other contractual provisions from the 2017 Agreement which will continue in effect up to and including 12 midnight, July 17, 2020.

MEMORANDUM OF UNDERSTANDING
Between the
UNITED STATES POSTAL SERVICE
And the
AMERICAN POSTAL WORKERS UNION, AFL-CIO
Covering
INFORMATION TECHNOLOGY / ACCOUNTING SERVICES

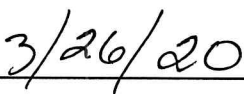
The 2017 Information Technology/Accounting Service Centers Agreement between the United States Postal Service and American Postal Workers Union, AFL-CIO, is hereby extended to and including 12 midnight July 17, 2020, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than 90 or more than 120 days before the expiration of the Agreement. All provisions of the 2017 Agreement shall remain in full force and effect during the extension period, except to the extent that those provisions have been revised or added to herein.



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



Mark Dimondstein
President
American Postal Workers Union



Date

3/26/2020

Date

ARTICLE 9
SALARIES AND WAGES

Article 9.01 is amended to provide as follows:

Effective January 19, 2019, the basic annual salary for each grade and step shall be increased by an amount equal to 1.3% of the salary tables in place on October 27, 2018.

If the first-year salary increase in the Goldberg Award exceeds 1.3%, this increase will be adjusted to equal the level of the first-year salary increase in the 2018 USPS-APWU Collective Bargaining Agreement.

Effective January 18, 2020, the basic annual salary for each grade and step shall be increase by an amount equal to 1.1% of the salary in place.

If the second-year salary increase in the Goldberg Award exceeds 1.1%, this increase will be adjusted to equal the level of the second-year salary increase in the 2018 USPS-APWU Collective Bargaining Agreement.

Semi-annual COLA will continue with the base index of September 2016.

ARTICLE 14 SAFETY AND HEALTH

Section 14.02. Cooperation

The Employer and the Union insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions. Mechanization, vehicles and 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, **the employee** may: (a) notify the 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 tour; and/or (c) make a written report to the Labor-Management Committee which 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.

ARTICLE 15

GRIEVANCE-ARBITRATION PROCEDURE

Section 15.02. Grievance Procedure

15.02.F. Where agreement is not reached, a decision by the Employer shall be rendered within ten (10) days after the Step 2 meeting. Such decision shall be in writing, stating the detailed reasons therefor. The Union shall be entitled to appeal in writing an adverse decision to Step 3 of the grievance procedure within **fifteen (15)** days after receipt of the Employer's decision. Such appeal shall be made to the Vice President, Labor Relations and must include copies of the Step 2 appeal and the Step 2 decision with a copy of the Step 3 appeal being sent to the Employer's Step 2 representative.

15.02.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.

15.02.H. Step 3. The parties shall meet at the national level within fifteen (15) days of such appeal in an attempt to resolve the grievance. Following this meeting, a decision by the Employer will be rendered within fifteen (15) days. Such decision shall be in writing stating the reasons therefore. If the parties are not able to resolve the grievance, the Union shall be entitled to refer the grievance to arbitration. The **Union** shall be entitled to appeal a grievance to arbitration by providing a written notice of such appeal within thirty (30) days of receipt of the Employer's Step 3 decision.

15.02.I. The parties shall meet at the national level within **thirty (30)** days of appeal to arbitration in an attempt to resolve the issues to be presented to the arbitrator. In the event the parties are unable to agree upon issues to be presented to the arbitrator, each party shall present proposed issues to the arbitrator.

15.02.J. **Step 4.** The **Union** shall be entitled to **submit a dispute or** appeal to arbitration at the national level of any changes to handbooks, manuals, or published regulations as provided for under Article 19 of this Agreement, including newly established bargaining unit positions.

ARTICLE 19

HANDBOOKS AND MANUALS

Section 19.01. Agreement Consistency

Those parts of all handbooks, manuals, and published regulations of the Postal Service which directly relate to wages, hours, or working conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Job Description online, the Administrative Support Manual (ASM), and Handbook F-21, Timekeeper's Instructions.

Section 19.02. Proposed Changes

Notice of such proposed changes which directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least sixty (60) days prior to issuance. At the request of the Union, the parties shall meet concerning such changes. If the Union, after the meeting, believes that the proposed changes violate this Agreement (including this Article) it may then submit the issue to national level arbitration in accordance with the grievance-arbitration procedure within sixty (60) days after receipt of the notice of the 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 to the Union upon issuance.

ARTICLE 21

BENEFIT PLANS

Section 21.01. Health Benefits

For career employees, the bi-weekly Employer contribution for self only, self plus one, and self and family plans in Plan Year 2020 will be **seventy-three percent (73%)** of the weighted average bi-weekly premiums as determined by the OPM, and will not exceed seventy-six percent (76%) for the individual plan.

For career employees, the bi-weekly Employer contribution for self only, self plus one, and self and family plans in Plan Year 2021 **will be seventy-two percent (72%)** of the weighted average bi-weekly premiums as determined by the OPM, and will not exceed seventy-five percent (75%) for the individual plan.

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

Re: Voluntary 10/4 Work Schedules

The parties agree to the following principles regarding voluntary 10/4 **work** schedules:

Voluntary participation is restricted to full-time regular career IT/AS employees. Availability of 10/4 **work** schedules will be based on operational needs of each IT/AS Unit. Employees opting into a 10/4 **work** schedule will sign an agreement acknowledging that they are volunteering to participate in the program. Participants will **select from available 10/4 work schedules**. Each supervisory unit will award selections by IT/AS seniority.

Participating employees may at any time request in writing to be returned to their 5-day, 8-hour bid assignment. The request must be made by Tuesday of week two (2) of the pay period in order to be effective the beginning of the following pay period. Such employees will return to their 5-day, 8-hour bid assignment, and they will not be eligible to opt back into the program for three (3) months. Employees do not maintain or assume a 10/4 **work** schedule while on detail assignments unless the detail assignment is posted showing that it is allowed. The posting will identify any restrictions to a specific 10/4 **work schedule** off-day.

Proposed changes to add, reduce, or change a 10/4 work schedule based on operational needs will be discussed with the local Union fourteen (14) calendar days prior to any decision being implemented to allow for input and discussion.

If/when management decides to maintain a 10/4 position, the process will be followed as noted. When a 10/4 **work schedule** becomes vacant, the **work schedule** will be offered to those employees currently holding a 10/4 **work** schedule within the supervisory unit within ten (10) days of being vacated. The schedule will be awarded by IT/AS seniority and will become effective within twenty-one (21) days. **The residual 10/4 work schedule** will be made available for bid only to those employees currently not participating in the 10/4 program.

Any residual **10/4 work schedules** after this process will remain open and available upon request. Upon promotion/reassignment or movement from one supervisory unit to

another, if a 10/4 **work schedule** vacancy exists in the gaining unit, the employee may request the 10/4 **work schedule**.

Employees who demonstrate an inability to maintain their 10/4 **work schedule** may be required by management to return to their 5-day, 8-hour bid assignment for a period of one (1) year. Reasons must be supported in writing to the employee and local union.

The work week for full-time regular employees will be forty (40) hours per week, ten (10) hours per day within eleven (11) consecutive hours. Absent an existing accepted past practice, employees on a 10/4 **work schedule** will be eligible for forty (40) minutes of break time in addition to their scheduled 30-minute lunch period.

For employees working a 10/4 **work schedule**, a full day of Sick or Annual leave is ten (10) hours. Employees may request leave hours in any increments up to ten (10) hours on a scheduled workday.

No overtime shall be paid to participating full-time career employees on a 10/4 **work schedule** for hours over eight (8) and up to ten (10) on a regularly scheduled workday. With the exception of the preceding sentence, all other existing Overtime and Penalty Overtime rules apply to voluntary 10/4 **work schedule** participants.

Voluntary 10/4 **work schedule** participants revert to their regular **5-day, 8-hour bid assignment** for the entire week in which they are scheduled for authorized military leave, maternity/paternity leave, court leave, or continuation of pay for job-related injuries, Employer **required** training, or travel.

Employees working a voluntary 10/4 **work schedule** revert to their regular **5-day, 8-hour bid assignment** during all holiday weeks and will be compensated in accordance with the provisions of Article 11 of the IT/AS National Agreement. If a holiday falls on a Saturday, participants will be required to revert to their **5-day, 8-hour bid assignment** the week preceding the holiday.

Existing contractual language with regard to Sunday Premium, Work Hour Guarantees, Flex Time, and Higher Level assignments applies to employees working voluntary 10/4 **work schedules**.

**MEMORANDUM OF UNDERSTANDING
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Re: Career Development

The Employer recognizes the desirability of advancing the career development of employees assigned to the Centers. Accordingly, assistance to enable employees to reach their potential shall be provided as follows:

1. On an annual basis, if requested by the employee, **management** will meet with the employee and discuss the employee's goals and objectives as well as those of the Centers. This discussion will include an appraisal of the employee's progress and any suggestions as to how career advancement could be improved. These discussions shall be a private matter between the supervisor and the employee and shall neither be grievable nor used for discipline.
2. DCS-23 Technical Training Specialists will work with individual IT employees to establish educational, training, or mentoring plans. The Technical Training Specialists will be responsible for tracking individual employee educational, training, or mentoring progress. IT will continue to use the automated IT training application on the ServiceNow Platform.
3. Employees must request and obtain approval prior to registering for coursework. Employees will be allowed the opportunity to obtain tuition reimbursement upon successful completion of approved professional seminars, non-postal coursework, and Employer training classes relevant to positions in the IT/AS Centers. Employees are limited to a maximum of **\$3,000** per fiscal year, per employee and reimbursement is subject to the satisfactory completion of the training.
4. **Employees in the IT/AS Centers will use a common Individual Development Plan (IDP) Form to document any employee requested yearly career/training discussions within the Accounting Service Centers (ASC) and IT organizations. The parties agree that upon the effective date of this Agreement until the date of its expiration, the common IDP form will be modeled after the existing IDP form currently in use by the ASCs. These discussions shall be a private matter between the supervisor and the employee and shall neither be grievable nor used for discipline.**

5. For employees in the **IT/AS Centers**, the Employer's payment for training or development is contingent on the employee **completing a two (2) year commitment period within the Postal Service**. In the event that the employee separates from the Postal Service prior to either completing the training or completing one (1) year, the employee will be required to reimburse the Postal Service in full for expenses incurred in connection with the employee's training. In the event that the employee separates from the Postal Service after completing one (1) year, but prior to completing two (2) years, the employee will be required to reimburse the Postal Service for one-half (1/2) of the expenses incurred in connection with the employee's training. The commitment period begins immediately upon completion of the training.
6. The commitment and reimbursement requirement will be waived if the employee is promoted to a higher level position within the Postal Service or is involved in an involuntary separation action such as layoff or reduction in force, military leave, long-term illnesses, or death of the employee.
7. This MOU refers to voluntary, external training which has been requested by the employee for career development. The employee must obtain approval from his or her manager prior to enrolling in the course, and may request tuition reimbursement upon the successful completion of the course.

Career development is an appropriate subject of discussion for the Labor-Management Committee.

Item 3 of this MOU will expire at the end of this contract term.

**MEMORANDUM OF UNDERSTANDING
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Re: Work Structure – Accounting Services

Accounting Specialist, Sr. (0525-0006) IT/ASC-17 will be upgraded to IT/ASC-18 positions.

The upgrades will be effective as soon as administratively practicable, but not later than sixty (60) days after the effective date of the extension agreement.

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Re: Work Structure – Information Technology

Property Control Specialist PDC (2003-2001), IT/ASC-14 will be upgraded to IT/ASC-16 positions.

Procurement & Supply Assistant PDC (1105-2002), IT/ASC-13 will be upgraded to IT/ASC-15 positions.

Group Leader Admin Clerk PDC (0301-5320), IT/ASC-10 will be upgraded to IT/ASC-11 positions.

Administrative Clerk PDC, IT/ASC-9 (0301-2073), IT/ASC-9 will be upgraded to IT/ASC-10 positions.

The upgrades will be effective as soon as administratively practicable, but not later than sixty (60) days after the effective date of the extension agreement.