

2001-2006

# *National Agreement*

between the  
National Association of Letter Carriers  
& the United States Postal Service



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National Association of Letter Carriers  
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*In Memory of David M. Bybee*  
*National Business Agent, Chicago Region*

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**2001 NATIONAL AGREEMENT**

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## Notes:

1. **Bold Face Type** in the text indicates revised or new language. Bold Face Type in headings does not necessarily indicate change.
2. The text of the interest arbitration award concerning NALC transitional employees is included in Appendix B of this Agreement. Where the interest arbitration award provides that an existing provision of this Agreement applies unchanged to transitional employees, it is indicated in parentheses following the applicable provision. The references in parentheses concerning transitional employees are not negotiated language and do not affect the substance or intent of the provisions of this Agreement or the interest arbitration award concerning NALC transitional employees.

## **PREAMBLE**

This Agreement (referred to as the **2001** National Agreement) is entered into by and between the United States Postal Service (hereinafter referred to as the “Employer”) and the National Association of Letter Carriers, AFL-CIO (hereinafter referred to as the “Union”). **The** Agreement is effective as of **November 21, 2001** unless otherwise provided.

## **ARTICLE 1**

### **UNION RECOGNITION**

#### **Section 1. Union**

The Employer recognizes the National Association of Letter Carriers, AFL-CIO as the exclusive bargaining representative of all employees in the bargaining unit for which it has been recognized and certified at the national level —City Letter Carriers.

#### **Section 2. Exclusions**

The employee group set forth in Section 1 above does 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;
6. Employees in the supplemental work force as defined in Article 7;
7. Rural letter carriers;



## **Article 1.2**

8. Mail handlers;
9. Maintenance Employees;
10. Special Delivery Messengers;
11. Motor Vehicle Employees; or
12. Postal Clerks.

### **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, Area Offices, Information Service 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 Transport Equipment 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 the Union 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;
6. the contractual and legal obligations and requirements of the parties.

B. The Union shall be notified promptly by the Employer regarding assignments made under this provision. Should the Union dispute the assignment of the new position within thirty (30) days from the date the Union has 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 6.A.1 through 5 above or when the duties are included in the supervisor’s position description.

(The preceding Article, Article 1, shall apply to Transitional Employees.)

## ARTICLE 2

### NON-DISCRIMINATION AND CIVIL RIGHTS

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

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, or marital status.

In addition, consistent with the other provisions of this Agreement, there shall be no unlawful discrimination against handicapped employees, as prohibited by the Rehabilitation Act.

[see Memo, page 153]

#### **Section 2. Committees**

There are established at the national and area levels Joint Committees on Human Rights. The committees will be composed of a representative of the 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 **Formal Step A** 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.

(The preceding Article, Article 2, shall apply to Transitional Employees.)

### 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.

(The preceding Article, Article 3, shall apply to Transitional Employees.)

### ARTICLE 4

#### TECHNOLOGICAL AND MECHANIZATION CHANGES

Both parties recognize the need for improvement of mail service.

##### Section 1. Advance Notice

The Union will be informed as far in advance of implementation as practicable of technological or mechanization changes

## **Article 4.1**

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 Union 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 the Union. 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 Union 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.

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.

(The preceding Article, Article 5, shall apply to Transitional Employees.)

## 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 7 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 exer-

## Article 6

cise 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 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 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



### **Article 6.A.3(d)**

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 Layoff 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 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 casuals 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 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.

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.

## Article 6.C.2

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 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.
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

## Article 6.D.2

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 **Step B** 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. **If the employee appeals under the Veterans' Preference Act, however, the time limits for appeal to arbitration and the normal contractual arbitration scheduling procedures are not to be delayed as a consequence of that appeal; if there is an MSPB appeal pending as of the date the arbitration is scheduled by the parties, the grievant waives access to the grievance-arbitration procedure beyond Step B.**

### 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 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 3½% 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.

**C. Transitional Work Force**

1. The transitional work force shall be comprised of noncareer, bargaining unit employees utilized to fill vacated assignments as follows:
  - a. Transitional employees may be used to cover duty assignments which are due to be eliminated by automation and residual vacancies withheld pursuant to Article 12.
  - b. Transitional employees may be used to replace part-time attrition. Over the course of a pay period, the Employer will make every effort to ensure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to transitional employees working in the same work location and on the same tour, provided that the reporting guarantee for transitional employees is met.
2. Transitional employees shall be hired pursuant to such procedures as the Employer may establish. They will be hired for a term not to exceed 359 calendar days for each appointment. Transitional employees will have a break in service of at least 6 days between appointments.

[see Memos, pages 213-219]

(Additional provisions regarding Transitional Employees can be found in Appendix B)

**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:

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 employee's knowledge and experience, in order to maintain the number of work hours of the employee's 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 156]

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

A. The Employer shall staff all postal installations which have 200 or more workyears of employment in the regular work force as of the date of this Agreement with 88% full-time employees in the letter carrier craft.

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; however, nothing in this paragraph B shall detract from the USPS' ability to use the awarded full-time/part-time ratio as provided for in paragraph 3.A. above.

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 Memos, pages 157, 158]



## **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 hours, provided, however, that in all offices with more than 100 full-time employees in the bargaining units the normal work week for full-time regular employees will be forty hours per week, eight hours per day within nine (9) consecutive hours. Shorter work weeks will, however, exist as needed for part-time regulars.

#### **Section 2. Work Schedules**

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

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

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

#### **Section 3. Exceptions**

The above shall not apply to part-time employees and transitional 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.

Transitional employees will be scheduled in accordance with Section 2, A and B, of this Article.

#### Section 4. Overtime Work

A. Overtime pay is to be paid at the rate of one and one-half (1 1/2) times the base hourly straight time rate.

(The preceding paragraph, Article 8.4.A., shall apply to transitional employees.)

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.

(The preceding paragraph, Article 8.4.B., shall apply to transitional employees.)

C. Penalty overtime pay is to be paid at the rate of two (2) times the base hourly straight time rate. Penalty overtime pay will not be paid for any hours worked in the month of December.

(The preceding paragraph, Article 8.4.C., shall apply to transitional employees.)

D. Penalty overtime pay will be paid to full-time regular employees for any overtime work in contravention of the restrictions in Section 5.F.

E. Excluding December, part-time flexible employees will receive penalty overtime pay for all work in excess of ten (10) hours in a service day or fifty-six (56) hours in a service week.

(The preceding paragraph, Article 8.4.E., shall apply to transitional employees.)

F. 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.

(The preceding paragraph, Article 8.4.F., shall apply to transitional employees.)

## Section 5. Overtime Assignments

When needed, overtime work for 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. Employees desiring to work overtime shall place their names on either the “Overtime Desired” list or the “Work Assignment” list during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list. Employees may switch from one list to the other during the two weeks prior to the start of the calendar quarter, and the change will be effective beginning that new calendar quarter.

B. “Overtime Desired” lists will be established by craft, section or tour in accordance with Article 30, Local Implementation.

### C.1. (RESERVED)

C.2.a. When during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected from the “Overtime Desired” list.

- b. During the quarter every effort will be made to distribute equitably the opportunities for overtime among those on the “Overtime Desired” 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, no full-time regular employee will be required to work overtime on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a non-scheduled day, or over six (6) days in a service week.

G. Full-time employees not on the "Overtime Desired" list may be required to work overtime only if all available employees on the "Overtime Desired" list have worked up to twelve (12) hours in a day or sixty (60) hours in a service week. Employees on the "Overtime Desired" list:

1. may be required to work up to twelve (12) hours in a day and sixty (60) hours in a service week (subject to payment of penalty overtime pay set forth in Section 4.D for contravention of Section 5.F); and
2. excluding December, shall be limited to no more than twelve (12) hours of work in a day and no more than sixty (60) hours of work in a service week.

However, the Employer is not required to utilize employees on the "Overtime Desired" list at the penalty overtime rate if qualified employees on the "Overtime Desired" list who are not yet entitled to penalty overtime are available for the overtime assignment.

[see Memo, pages 160-164]

## **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

## **Article 8.6**

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., career employees shall be paid additional compensation at the applicable flat dollar amount at each pay grade and step in accordance with Appendix A attached hereto.

(The preceding, Article 8.7, shall apply to transitional employees.)

### **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 work-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.

D. Any transitional employee who is scheduled to work and who reports for work shall be guaranteed four (4) hours' work or pay.

### **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.

(The preceding paragraph, Article 8.9, shall apply to transitional employees.)

## ARTICLE 9 SALARIES AND WAGES

### Section 1. Basic Annual Salary

For those grades and steps in effect during the term of the **1998** Agreement, the basic annual salary schedules, with proportional application to hourly rate employees, for those employees covered under the terms and conditions of this Agreement shall be increased as follows:

Effective **November 17, 2001**—the basic annual salary for each grade and step shall be increased by an amount equal to **1.8%** of the basic annual salary for the grade and step in effect as of **November 16, 2001**.

Effective **November 16, 2002**—the basic annual salary for each grade and step shall be increased by an amount equal to **1.5%** of the basic annual salary for the grade and step in effect as of **November 16, 2001**.

Effective **November 15, 2003**—the basic annual salary for each grade and step shall be increased by an amount equal to **1.2%** of the basic annual salary for the grade and step in effect as of **November 16, 2001**.

Effective **November 27, 2004**—the basic annual salary for each grade and step shall be increased by an amount equal to **1.3%** of the basic annual salary for the grade and step in effect as of **November 16, 2001**.

Effective **November 26, 2005**—the basic annual salary for each grade and step shall be increased by an amount equal to **1.3%** of the basic annual salary for the grade and step in effect as of **November 16, 2001**.

## Section 2. One-Time Cash Payment

### A. Full-Time Employees

All **eligible** non-probationary full-time employees covered by this Agreement shall receive a one-time cash payment, not to be included in basic pay, as follows:

**Effective September 7, 2002—In lieu of COLA payments during the first year of the contract, there will be a one-time cash payment based on the change in the CPI-W from October 2001 to July 2002. The one-time cash payment will be based on the COLA formula as detailed in Section 3.C, below.**

### B. Hourly Rate Employees

All **eligible** non-probationary hourly rate employees, who have been paid for less than 2000 hours during the twenty-six pay periods prior to the effective date of the cash payment, i.e., **September 7, 2002**, shall receive such payment based on their number of paid hours during that period in accordance with the following schedule:

Number of Paid Hours	Percent of Cash Payment
1 and Under 500	25
500 and Under 1000	50
1000 and Under 1500	75
1500 and Over	100

The percentage determined as a result of the above computation will be applied to the **one-time** cash payment to determine the non-probationary hourly rate employee's share of the one-time 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 the **one-time** 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 cash payment, i.e., **September 7, 2002**.

## 2. Hourly Rate Employees

In order to be eligible to receive the **one-time** cash payment, an hourly rate employee must be in a pay status during the pay period immediately prior to the effective date of the cash payment, i.e., **September 7, 2002**.

### Section 3. Cost of Living Adjustment

#### A. Definitions

1. “Consumer Price Index” refers to the “National Consumer Price Index for Urban Wage Earners and Clerical Workers,” published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and referred to herein as the “Index.”

2. “Consumer Price Index Base” refers to the Consumer Price Index for the month of **July 2002** and is referred to herein as the “Base Index.”

#### B. Effective Dates of Adjustment

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

- the second full pay period after the release of the **January 2003** Index
- the second full pay period after the release of the **July 2003** Index
- the second full pay period after the release of the **January 2004** Index
- the second full pay period after the release of the **July 2004** Index
- the second full pay period after the release of the **January 2005** Index
- the second full pay period after the release of the **July 2005** Index



## Article 9.3.B

—the second full pay period after the release of the **January 2006** Index

—the second full pay period after the release of the **July 2006** Index

C. The basic 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 **July 2002** to **January 2003** 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. 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.

E. 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 3.B, above.

F. If during the life of this Agreement, the BLS ceases to make available the CPI-W (1967=100), the parties agree to use the CPI-W (1982-84=100) at such time as BLS ceases to make available the CPI-W (1967=100). At the time of change to the CPI-W (1982-84=100), the cost-of-living formula in Section 3.C will be recalculated to provide the same cost-of-living adjustment that would have been granted under the formula using the CPI-W (1967=100).

### **Section 4. Application of Salary Rates**

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

### **Section 5. Granting Step Increases**

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

[see Memo, page 166]

### **Section 6. Protected Salary Rates**

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

### **Section 7. Transitional Employees**

Transitional employees will be hired at Grade 1, Step A, and will be paid at Step A of the position to which they are assigned.

The hourly rate paid to transitional employees will be subject to the increases and adjustments set forth in Sections 1 and 3 above.

## **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 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 Union 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 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:

**Article 10.5.A**

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

**Section 6. Minimum Charge for Leave**

The minimum unit charged for sick leave and annual leave for regular work force employees as defined in Article 7, Section 1.A, is one hundredth of an hour (.01 hour).

Employees may utilize annual and sick leave in conjunction with leave without pay, subject to the approval of the leave in accordance with normal leave approval procedures. The Employer is not obligated to approve such leave for the last hour of the employee's scheduled workday prior to and/or the first hour of the employee's scheduled workday after a holiday.

(Additional leave provisions regarding Transitional Employees can be found in Appendix B.)

[see Memos, pages 166-173]

**ARTICLE 11  
HOLIDAYS**

**Section 1. Holidays Observed**

The following ten (10) days shall be considered holidays for full-time and part-time regular scheduled employees hereinafter referred to in this Article as "employees":

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents Day
- 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.

## **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 (1 1/2) 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

## **Article 11.5.B**

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

D. Qualified transitional employees will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or non-volunteers being scheduled to work a nonscheduled day or any full-time non-volunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the Local Memorandum of Understanding will apply.

### **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 ten (10) holidays by basing the employee's regular straight time hourly rate on the employee's annual rate divided by

2,000 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 (1/2) 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.



## **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 **seven (7)** 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 believes such plan violates the National Agreement, the matter may be grieved.

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

C. When employees are excessed out of their installation, **the National Business Agent** of the Union may request **at the Area level** 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**

### **A. Basic Principles and Reassignments**

When it is proposed to:

1. Discontinue an independent installation;
2. Consolidate an independent installation (i.e., discon-

tinue 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);
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 Vice Presidents Area Operations 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. **When positions are withheld, management will periodically review the continuing need for withholding such positions and discuss with the NBA the results of such review.**
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 A.4 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. They shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, as governed by the standardized Government travel regulations as set forth in the applicable Handbook.
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 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 Article of this Agreement, the provisions of the Craft Article 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 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 C.1.b 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.
- 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 C.1.d 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 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 2.a, preceding, result in an excess of employees in any craft or occupational group in the continuing installation, identification and placement of excess employees shall be accomplished by the continuing installation in accordance with the provisions of this Agreement covering such situations.
- c. If the consolidated installation again becomes an independent installation, each full-time and part-time flexible employee whose reassignment was necessitated by the previous consolidation shall be entitled to the first vacancy in the reestablished installation in the level and craft or occupational group held at the time the installation was discontinued.

## **3. Transfer of a Classified Station or Classified Branch to the Jurisdiction of Another Installation or Made an Independent Installation**

- a. When a classified station or classified branch is transferred to the jurisdiction of another installation or made an independent installation, all full-time employees shall at their option remain with the classified station or classified branch without loss of seniority, or remain with the installation from which the classified station or classified branch is being transferred.
- b. A realistic appraisal shall be made of the number of employees by crafts or occupations who will be needed in the station after transfer, and potential vacancies within these requirements created by the unwillingness of employees to follow the station to the new jurisdiction shall be posted for bid on an office-wide basis in the losing installation.
- c. If the postings provided in paragraph 3.b, 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 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 the 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. In the Clerk Craft, an employee may exercise the option to retreat to a vacancy in a lower salary level only to an assignment for which the employee would have been otherwise eligible to bid.
  - 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 C.5.b below) in the same or lower level with seniority, whichever is the lesser of:
    - (a) One day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or
    - (b) The seniority the employee had in the craft from which reassigned.
  - (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 mak-

ing 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 letter carrier routes, **carrier technician or router assignments** are transferred from one installation to another, the full-time letter carriers whose complete routes **or assignments** are transferred shall have the option of transferring with their routes **or assignments**, with their seniority. **If a full-time letter carrier declines the option of transferring with the route or assignment, any qualified full-time letter carrier in the delivery unit may request, by seniority, to be reassigned with the route or assignment, with their seniority. The request of the senior qualified carrier shall be granted, and shall be counted in accordance with Article 12.3.**
  - (b) Whenever full-time or part-time motor vehicle craft assignments are discontinued in an installation and there is an excess in a position designation and salary level, the excess shall be adjusted to the maximum extent possible by making voluntary reassignments to vacant motor vehicle craft positions in

installations within 100 miles unless the employee applies for a vacancy in a more distant installation. Senior qualified applicants for such vacant positions shall be reassigned. When reassignment is in the same designation and salary level, the reassigned employee retains his/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 reassign full-time employees for whom consultation did not provide for placement under b(1) above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments whichever is lesser of:
- (a) one day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or
  - (b) the seniority he/she had in the craft from which reassigned.

- (3) Any senior employee in the same craft or occupational group in the same installation may elect to be reassigned to the gaining installation and take the seniority of the senior full-time employee subject to involuntary reassignment. Such senior employees who accept reassignment to the gaining installation do not have retreat rights.
- (4) When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.
- (5) A full-time employee shall have the option of changing to part-time flexible in the same craft or occupational group in lieu of involuntary reassignment.
- (6) Employees involuntarily reassigned under b(1) and (2) above, other than senior employees who elect to be reassigned in place of junior employees, shall be entitled at the time of such reassignment to file a written request to be returned to the first vacancy in the level, in the craft or occupational group in the installation from which reassigned, and such request shall be honored so long as the employee does not withdraw it or decline to accept an opportunity to return in accordance with such request.

In the Clerk Craft, an employee(s) involuntarily reassigned shall be entitled at the time of such reassignment to file a written request to return to the first vacancy in the craft and installation from which reassigned. Such request for retreat rights must indicate whether the employee(s) desires to retreat to the same, lower, and/or higher

salary level assignment and, if so, what salary level(s). The employee(s) shall have the right to bid for vacancies within the former installation and the written request for retreat rights shall serve as a bid for all vacancies in the level from which the employee was reassigned and for all residual vacancies in other levels for which the employee has expressed a desire to retreat. The employee(s) may retreat to only those assignments for which the employee(s) would have been otherwise eligible to bid. If vacancies are available in a specified lower, higher or same salary level, the employee will be given the option. Failure to exercise retreat rights to the first available vacancy terminates such rights. Furthermore, employee(s) electing to retreat to a lower level assignment are not entitled to salary protection.

**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 C.5.b. 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 C.8.

- 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.
- 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 5.a, 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 the 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.
- 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 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-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.

### **Section 6. Transfers**

A. Installation heads will consider requests for transfers submitted by employees from other installations.

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

[see Memo, page 174]

## **ARTICLE 13**

### **ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES**

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

A. Part-time regular 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 regular schedule employees within their own category.

B. The U.S. Postal Service and the Union 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

## Article 13.2.A

perform the assigned duties may voluntarily submit a written request to the installation head for temporary assignment to a light duty or other assignment. The request shall be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor stating, when possible, the anticipated duration of the convalescence period. Such employee agrees to submit to a further examination by a 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 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. 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

### **Article 13.3.C**

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.

#### **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 author-

ized 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 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 physician 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

## **Article 13.4.H**

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.

### **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**

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.

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 Union will cooperate with and assist management to live up to this responsibility. The Employer will meet with the Union on a semiannual basis and inform the Union of its automated systems development programs. The Employer also agrees to give appropriate consideration to human factors in the design and development of automated systems. Human factors and ergonomics of new automated systems are a proper subject for discussion at the National Joint Labor-Management Safety Committee.

#### Section 2. 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 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 employee may:

- (a) notify such employee's supervisor who will immediately investigate the condition and take corrective action if necessary;
- (b) notify such employee's steward, if available, who may discuss the alleged unsafe condition with such employee's supervisor;
- (c) file a grievance at **Formal Step A** 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; and/or

(d) 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.

Upon written request of the employee involved in an accident, a copy of the PS Form 1769 (Accident Report) will be provided.

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. Representation on the Committee, to be specifically determined by the Employer and the Union, shall include one person from the Union 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 Chair will be designated by the Employer. The Union may designate a coordinator who, in conjunction with the Chair,

### **Article 14.3.A**

shall schedule the meetings, and recommended priorities on new agenda items. In addition, the coordinator may assist the Chair in conducting the activities of the Committee. The Employer shall furnish the Union 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 Area level, an Area 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, area 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.

Representation on the Committee shall include one person from the Union and appropriate representatives from the Postal Service Area Office. The Chair 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. In installations having fewer than 50 employees, installation heads are encouraged to establish similar committees when requested by the Union. 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 Union and management. The representation on the Committee to be specifically determined by the Employer and the Union shall include one person from the Union and appropriate management representatives. The Chair will be designated by the Employer.

It is recognized that under some circumstances, the presence of an additional employee employed at the installation will be useful to the local Safety and Health Committee because of that employee's special expertise or experience with the agenda item being discussed. Under these circumstances, which will not normally be applicable to most agenda items, the employee may, at the request of the Union, be in attendance only for the time necessary to discuss that item. Payment for the actual time spent at such meetings by the employee will be at the applicable straight-time rate, providing the time spent is a part of the employee's regular workday.

#### **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

## **Article 14.6**

employees, to insure new ideas being presented to the Committee and to make certain that employees in all areas of an installation have an opportunity to be represented. At the same time, it is recognized that for the program to be effective, it is desirable to provide for a continuity in the committee work from year to year. Therefore, except for the Chair 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 Chair 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. Upon a timely request, information or records necessary for the local Safety and Health Committee to investigate real or potential safety and health issues will be made available to the Committee.

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.

4. Reviewing updated list of hazardous materials used in the installation.
5. Reviewing local dog bite prevention efforts.

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 President of the local Union 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.

Upon proper written request to the Chair 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 representative from the local Safety and Health Committee may participate on the annual inspection, conducted by district safety and health services personnel in accordance with ELM Section 824, provided that the Union represents employees at the facility being inspected. In no case shall there be more than one NALC representative on such inspections.

The Union representative from the local Safety and Health Committee may participate on other inspections of the main facility of each post office or other installation with 100 or more workyears of employment in the regular work force, and of an individual station or branch where the station or branch has 100 or more workyears 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 the Union representative to the local Safety and Health Committee is not domiciled at the main facility or station

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or branch to be inspected and if the Union represents employees at the main facility or station or branch, at the Union's option, representatives from the Committee may participate on the inspection (at no additional cost for the Employer) or the Union may designate representatives 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 one NALC representative on such inspections.

The Union representative from the local Safety and Health Committee may participate on the annual inspection of each installation with less than 100 workyears 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 the Union, if it represents employees in that installation, to accompany him/her during these inspections. If requested, these bargaining unit employees should be selected by the various exclusive bargaining representatives in that installation. In no case shall there be more than one NALC representative on such inspections.

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 Vice President, Area Operations 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 Union accept, handle and/or transport hazardous materials, the Employer will establish a program of promoting safety aware-

ness 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 Area 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. This training will include, but is not limited to, hazard identification; proper handling of hazardous materials; personal protective equipment availability and its use; cleanup and disposal requirements for hazardous materials.
4. All mailbags containing any hazardous materials, as defined in Publication 52, will be appropriately identified so that the employee handling the mail is aware that the mailbag contains one or more hazardous material packages.
5. Personal protective equipment will be made available to employees who are exposed to spills and breakage of hazardous materials.

### **Section 9. Field Federal Safety and Health Councils**

In those cities where Field Federal Safety and Health Councils exist, one representative of the Union 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.

(The preceding Article, Article 14, shall apply to Transitional Employees.)

[see Memo, page 178]



## 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 Union 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

##### Informal Step A

(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. **This constitutes the Informal Step A filing date.** The employee, if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. **During the meeting the parties are encouraged to jointly review all relevant documents to facilitate resolution of the dispute.** The Union also may initiate a grievance at **Informal Step A** 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. **An Informal Step A** 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 resolve the grievance. The steward or other Union representative likewise shall have authority to **resolve** the grievance in whole or in part. **The local parties are not prohibited from using the Joint Step A Grievance Form to memorialize a resolution reached at an Informal Step A Meeting.** No resolution reached as a result of such discussion shall be a prece-

dent for any purpose.

(c) If no resolution is reached as a result of such discussion, **the Union shall be entitled to file a written appeal to Formal Step A of the grievance procedure within seven (7) days of the date of the discussion. Such appeal shall be made by completing the Informal Step A portion of the Joint Step A Grievance Form. At the request of the Union, the supervisor shall print his/her name on the Joint Step A Grievance Form and initial, confirming the date of the discussion.**

### **Formal Step A**

(a) The **Joint Step A Grievance Form** appealing a grievance to **Formal Step A** 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 **Formal Step A** official, and shall so notify the Union **Formal Step A** representative.

(b) Any grievance initiated at **Formal Step A**, pursuant to Article 2 or 14 of this Agreement, must be filed **by submitting a Joint Step A Grievance Form directly with the installation head** 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 **Joint Step A Grievance Form** unless the parties agree upon a later date. In all grievances **at Formal Step A**, the grievant shall be represented for all purposes by a steward or a Union representative who shall have authority to **resolve** the grievance as a result of discussions or compromise in this Step. The installation head or designee also shall have authority to **resolve** 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

## Article 15.2 Step A

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 Articles **17 and 31**. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.

(e) Any **resolution** of a grievance in **Formal Step A** shall be in writing or shall be noted on the **Joint Step A 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. **If the grievance is resolved, a copy of the resolution will be sent to the steward and supervisor who initially were unable to resolve the grievance.**

(f) **The Formal Step A decision is to be made and the Joint Step A Grievance Form completed the day of the meeting, unless the time frame is mutually extended. The Union may appeal an impasse to Step B within seven (7) days of the date of the decision.**

(g) **Additions and corrections to the Formal Step A record may be submitted by the Union with the Step B appeal letter within the time frame for initiating the Step B appeal with a copy to the management Formal Step A official.** Any such statement must be included in the file as part of the grievance record in the case.

### **Step B:**

(a) Any appeal from an **unresolved case in Formal Step A** shall be in writing to the **Step B team at the appropriate Step B office**, with a copy to the **Formal Step A** representatives, **and will include a copy of the Joint Step A Grievance Form**, and shall specify the reasons for the appeal.

(b) **The Step B team will review the appeal and issue a joint report of the decision and any supporting findings within**

**fourteen (14) days of receipt of the appeal at Step B unless the parties mutually agree to extend the fourteen (14) day period. The Step B team will give priority consideration to discussion and decision of removal cases. It is the responsibility of the Step B team to ensure that the facts and contentions of grievances are fully developed and considered, and resolve grievances jointly. The Step B team may 1) resolve the grievance 2) declare an impasse 3) hold the grievance pending resolution of a representative case or national interpretive case or 4) remand the grievance with specific instructions.** In any case where the **Step B team** mutually concludes that relevant facts or contentions were not developed adequately in **Formal Step A**, they have authority to return the grievance to the **Formal Step A** level for full development of all facts and further consideration at that level. **If the grievance is remanded,** the parties' representatives at **Formal Step A** shall meet within seven (7) days after the grievance is returned to **Formal Step A**. Thereafter, the time limits and procedures applicable to **Formal Step A** grievances shall apply.

(c) **The written Step B joint report shall state the reasons 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 Formal Step A. The Step B team will attach a list of all documents included in the file.**

(d) The Union's **National Business Agent (NBA)** or designee may appeal an **impasse** directly to arbitration at the Grievance/Arbitration Processing Center within **fourteen (14)** days after the receipt of the **Step B impasse** in accordance with the procedure hereinafter set forth.

(e) If either party's representative **at Step B or the NBA or Employer's Area representative thereafter** maintains that the grievance involves an interpretive issue under the National Agreement, or some supplement thereto which may be of general application, **the issue will be discussed with the appropriate National Union /Management Representatives at the Headquarters Level. If either party's National**

**Representative determines the issue to be interpretive, a written notice will be sent to the other party specifying in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the initiating party's contention. The grievance(s) shall be held at the Step B level pending discussion at the national level or the outcome of a National Arbitration award.**

**Interpretive Step:**

**In any interpretive dispute properly initiated at this Step by the appropriate National Union/Management Representative, the parties shall meet at the National level promptly, but in no event later than thirty (30) days after initiating such dispute in an effort to define the precise issues involved, develop all necessary facts and reach agreement. The Union representative shall have authority to resolve the dispute in whole or in part. The Employer's representative shall have authority to resolve the dispute in whole or in part. The parties' national representatives may, by mutual agreement, return any dispute to Step B 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 B within fifteen (15) days after the dispute is returned to Step B. Thereafter the procedures and time limits applicable to Step B grievances shall apply. Should the parties at the National level fail to reach agreement, 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 the interpretive dispute. In the event the parties have failed to reach agreement within sixty (60) days of the initiation of the dispute, the Union then may appeal it to national arbitration within thirty (30) days thereafter. Any local grievances filed on the specific interpretive issue shall be held in abeyance at the appropriate level pending resolution of the national interpretive dispute.**

### 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 **resolution** of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end. **At each step of the process the parties are required to jointly review the Joint Contract Administration Manual (JCAM).**

B. The failure of the employee or the Union in **Informal Step A**, 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 **Formal Step A**, 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. Where grievances involve the same, or substantially similar issues or facts, one such grievance to be selected by the **NBA or designee** shall be designated the “representative” grievance. **If the Step B team wishes to identify a representative grievance for similar disputes in its jurisdiction, it must forward a copy of the relevant case files to the appropriate NBA. The Step B team will place those grievances on hold only until such time as the NBA decides whether a representative case will be selected. If a representative case is designated, the Step B team will hold all grievances involving the same or substantially similar issues or facts pending the resolution of the representative case, provided they were timely filed at Step A and properly appealed to Step B in accordance with the grievance procedure. Where the NBA determines a representative case will not be selected, the Step B team will process the held grievances within fourteen (14) days of the NBA’s decision. If not resolved at Step B, the “representative” grievance may be**

appealed to arbitration, **or the issue may be referred to the parties' national representatives at the Headquarters level in accordance with the provisions of Article 15, Step B (e). A representative case appealed to arbitration will be placed ahead of other contractual appeals on the appropriate arbitration list.**

E. Following resolution of the “representative” grievance, the parties involved in that grievance shall meet at **Step B** to apply the resolution to the other pending grievances involving the same, or substantially similar issues or facts. **Disagreements** 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.

F. 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 at the **national** level by the President of the Union. Such a **dispute** shall be initiated in writing and must specify in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the contention of the Union. Thereafter the parties shall meet **at the interpretive step** 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 **dispute at the interpretive step**, the Union then may appeal it to arbitration, within thirty (30) days thereafter. **Any local grievances filed on the specific interpretive issue shall be held in abeyance at the appropriate level pending resolution of the national interpretive dispute.**

## Section 4. Arbitration

### 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. No grievance may be appealed to Regular or Expedited arbitration except when timely notice of appeal is given in writing to the appropriate **management official at the** Grievance/Arbitration Processing Center by the certified representative of the Union. 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 Union, will be responsible for maintaining appropriate dockets of grievances, as appealed, and for administrative functions necessary to assure efficient scheduling and hearing of cases by arbitrators at all levels.
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. **The designated advocates will discuss the scheduled cases at least thirty (30) days prior to the scheduled hearing date, if possible.** 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 back-up 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



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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 Panels and the Expedited Panels and on the National Panel shall serve for the term of this Agreement and shall continue to serve for six (6) months **after the conclusion of the collective bargaining process for a successor Agreement**, unless the parties otherwise mutually agree.
8. Arbitrators on the National Panel and on the Regular and Expedited 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. Arbitration - Regular**

1. At the Grievance/Arbitration Processing Center three (3) separate lists of cases to be heard in arbitration shall be maintained: (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 Regular Arbitration. 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 Regular Arbitration.
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 earliest possible date in the order in which appealed.
5. If either party concludes that a case referred to Regular Arbitration involves an interpretive issue under the National Agreement or some supplement thereto which may be of general application, **that party's representative shall request input from their appropriate National Representatives at the Headquarters level. If either party's representative at the Headquarters level determines the case is interpretive, a notice will be sent to the other party. The case will be held pending the outcome of the National interpretive dispute. If both parties' representatives determine the case does not involve an interpretive issue, the case, if already scheduled for arbitration, will be heard before the same arbitrator who was originally scheduled to hear the case. Further, if the hearing had con-**

**vened, the case will continue at the same stage of arbitration.**

6. The arbitrators on each Regular Panel shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties.
7. Normally, there will be no transcripts of arbitration hearings or filing of post-hearing briefs in cases heard in Regular 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. 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.
2. If either party concludes that the issues involved are of such complexity or significance as to warrant reference to the Regular Arbitration Panel, that party shall notify the other party of such reference at least **seven (7) days** 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;

- 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 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.

#### **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. A docket of cases appealed to arbitration at the National level shall be maintained. The arbitrators on the National Panel shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties. Cases on the 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

## **Article 15.5**

use of arbitration. Commencing April 1, 1979, and quarterly thereafter, the Employer will furnish to the President of the Union a copy of a quarterly report containing the following information covering operation of the arbitration procedure at the National level, and for each Area 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.

(The preceding Article, Article 15, shall apply to Transitional Employees; additional provisions regarding Article 15 and Transitional Employees can be found in Appendix B.)

[see Memos, pages 180-186]

## **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.

## 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.

[see Memo, page 187]

## 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. **A suspended employee will remain on duty during the term of the suspension with no loss of pay. These disciplinary actions shall, however, be considered to be of the same degree of seriousness and satisfy the same corrective steps in the pattern of progressive discipline as the time-off suspensions. Such suspensions are equivalent to time-off suspensions and may be cited as elements of past discipline in subsequent discipline in accordance with Article 16.10.**

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

In the case of suspensions of more than fourteen (14) days, or

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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/her 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/her 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 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 deter-

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



### **Section 9. Veterans' Preference**

**A preference eligible is not hereunder deprived of whatever rights of appeal are applicable under the Veterans' Preference Act. If the employee appeals under the Veterans' Preference Act, however, the time limits for appeal to arbitration and the normal contractual arbitration scheduling procedures are not to be delayed as a consequence of that appeal; if there is an MSPB appeal pending as of the date the arbitration is scheduled by the parties, the grievant waives access to the grievance-arbitration procedure beyond Step B.**

### **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.

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

(Additional provisions regarding the removal of Transitional Employees can be found in Appendix B.)

## **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. The Union 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 the 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

B. At an installation, the 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 2.A 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 the 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 area level and providing such representatives act in lieu of stewards designated under the provisions of 2.A or 2.B above.

E. A steward may be designated to represent more than

## **Article 17.2.E**

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 2.A above.

(The preceding Section, Article 17.2, shall apply to Transitional Employees.)

### **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 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—**Informal and Formal Step A:** The aggrieved and one Union steward (only as permitted under the formula in Section 2.A) 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 **Formal Step A** 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 2.A) regular work day.

**The Postal Service will compensate the Union's primary Step B representatives at their appropriate rate of pay on a no loss, no gain basis. Activated back up Step B representatives will be compensated on the same basis for time actually spent as Step B representatives.**

## Section 5. Labor-Management Committee Meetings

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

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 area (except as to the

## **Article 17.5.C**

Christmas operation) levels will not be compensated by the Employer. The Employer will compensate one designated representative from the Union 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 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.

Health benefit enrollment information and forms will not be provided during orientation until such time as a representative of the Union has had an opportunity to address such new employees.

(The preceding Section, Article 17.6, shall apply to Transitional Employees.)

### **Section 7. Checkoff**

A. In conformity with Section 2 of the Act, 39 U.S.C. 1205, without cost to the Union, the Employer shall deduct and remit to the Union the regular and periodic Union dues from the pay of employees who are members of the 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 the Union all deductions to which it is entitled fourteen (14) days after the end of the pay period for which such deductions are made. Deductions shall be in such amounts as are designated to the Employer in writing by the Union.

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

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

I hereby assign to the *National Association of Letter Carriers, AFL- CIO*, from any salary or wages earned or to be earned by me as your employee (in my present or any future employment by you) such regular and periodic membership dues as the Union may certify as due and owing from me, as may be established from time to time by said Union. I authorize and direct you to deduct such amounts from my pay and to remit same to said Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect, which includes a \$8.00 yearly subscription to the Postal Record as part of the membership dues.

Notice: Contributions or gifts to the National Association of Letter Carriers, AFL-CIO are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

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.

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

## **Article 17.7.C**

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

D. The Employer agrees that it will continue in effect, but without cost to employees, its existing program of payroll deductions at the request and on behalf of employees for remittance to financial institutions including credit unions. In addition the Employer agrees without cost to the employee to make payroll deductions on behalf of such organization or organizations as the Union shall designate to receive funds to provide group automobile insurance and/or homeowners/tenant liability insurance for employees, provided only one insurance carrier is selected to provide such coverage.

(The preceding Section, Article 17.7, shall apply to Transitional Employees.)

## **ARTICLE 18**

### **NO STRIKE**

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

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

#### **Section 2. Union Actions**

The Union or its 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. Union Liability**

It is agreed that the Union or its 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. Legal Impact**

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.

(The preceding Article, Article 18, shall apply to Transitional Employees.)

### **ARTICLE 19**

#### **HANDBOOKS AND MANUALS**

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

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the 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 the proposed changes violate the National Agreement (including this Article), it 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 fur-



## **Article 19**

nished the Union upon issuance.

Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours or working conditions shall apply to transitional employees only to the extent consistent with other rights and characteristics of transitional employees negotiated in this Agreement and otherwise as they apply to the supplemental work force. The Employer shall have the right to make changes to handbooks, manuals and published regulations as they relate to transitional employees pursuant to the same standards and procedures found in Article 19 of this Agreement.

[see Memo, page 187]

## **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.

#### **Section 3. Labor-Management Committee**

Parking is a proper subject for discussion at local Labor-Management Committee meetings. The location of new, additional, or improved parking facilities; the number of

parking spaces; security and lighting in the parking areas as well as similar subjects are proper agenda items for such meetings. The local Labor-Management Committee may make recommendations to the installation head concerning such subjects.

(The preceding Article, Article 20, shall apply to Transitional Employees.)

## **ARTICLE 21**

### **BENEFIT PLANS**

#### **Section 1. Health Benefits**

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

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

B. The bi-weekly Employer contribution for self only and self and family plans is adjusted to an amount equal to 85% of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management. The adjustment begins on the effective date determined by the Office of Personnel Management in **January 2003, January 2004, January 2005, January 2006, and January 2007.**

C. The weight to be given to a particular subscription charge for each FEHB plan and option will be based on the number of enrollees in each such plan and option for whom contributions have been received from employers covered by the FEHBP as determined by the Office of Personnel Management.

D. The amount necessary to pay the total charge for enrollment after the Employer's contribution is deducted shall

## **Article 21.1.D**

be withheld from the pay of each enrolled employee. To the extent permitted by law, the Employer shall permit employees covered by this Agreement to make their premium contributions to the cost of each plan on a pre-tax basis, and shall extend eligibility to such employees for the U.S. Postal Service's flexible spending account plans for unreimbursed health care expenses and work-related dependent child care and elder care expenses as authorized under Section 125 of the Internal Revenue Code.

E. The limitation upon the Employer's contribution towards any individual employee shall be 88.75% of the subscription charge under the FEHBP in **2003, 2004, 2005, 2006, and 2007.**

### **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 and 84 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 the Union, 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. The Union may place its 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 Union.

(The preceding Article, Article 22, shall apply to Transitional Employees.)

## **ARTICLE 23**

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

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

(The preceding Article, Article 23, shall apply to Transitional Employees.)

## 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 the Union 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.

(The preceding Article, Article 24, shall apply to Transitional Employees.)

## **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 Article of this

## **Article 25.4**

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 canceled 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 the Union and a representative of the Employer. The Chair of the Committee shall alternate each meeting between the Union and the Postal Service.

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 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 **\$298.00** per annum to **\$328.00** per



## Article 26.2.A

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 of **\$76.00** if entitled to **\$328.00** 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. Transitional Employee

In the event that the Postal Service requires transitional employees to wear uniform items, local Postal Service management, at its option, may provide such uniform items, which will be returned at the time of separation. For each three months of service during the first term of appointment the transitional employee may be entitled to purchase up to 25 percent of the **\$277.00** uniform allowance. The uniform purchases are reimbursed by the Postal Service direct to the vendor. Purchase and payment provisions will continue as previously agreed to by the USPS and NALC.

[see Memo, page 190]

## 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 **Step B Team** for determination. An **impasse** on the claim may be appealed to **arbitration** pursuant to **Article 15, Step B (d) of this Agreement**.

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 area 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.

The above procedure does not apply to privately owned motor vehicles and the contents thereof. For such claims, employees may utilize the procedures of the Federal Tort Claims Act in accordance with Part 250 of the Administrative Support Manual.

## **Article 27**

The procedure specified therein shall be the exclusive procedure for such claims, which shall not be subject to the grievance-arbitration procedure.

A tort claim may be filed on SF 95 which will be made available by the installation head, or designee.

(The preceding Article, Article 27, shall apply to Transitional Employees.)

## **ARTICLE 28**

### **EMPLOYER CLAIMS**

The parties agree that continued public confidence in the Postal Service requires the proper care and handling of the USPS 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/her 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 proce-

dures; 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, rifling, damage, wrong delivery of, or depredation on, the mails or failure to collect or remit C.O.D. funds unless the employee failed to exercise reasonable care.

### **Section 3. Damage to USPS 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 a grievance is initiated and advanced through the grievance/arbitration procedure or a petition has been filed pursuant to the Debt Collection Act, regardless of the amount and type of debt, collection of the debt will be delayed until disposition of the grievance and/or petition has (have) been had, either through settlement or exhaustion of contractual and/or administrative remedies.

B. No more that 15 percent of an employee's disposable pay or 20 percent of the employee's biweekly gross pay, whichever is lower, may be deducted each pay period to satisfy a postal debt, unless the parties agree, in writing, to a different amount.

(The preceding Article, Article 28, shall apply to Transitional Employees.)

**ARTICLE 29**  
**LIMITATION ON REVOCATION OF**  
**DRIVING PRIVILEGES**

An employee's driving privileges 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 driving privileges. When a revocation, suspension, or reissuance of an employee's driving privileges is under consideration, only the on-duty record will be considered in making a final determination. An employee's driving privileges will be automatically revoked or suspended concurrently with any revocation or suspension of State driver's license and restored upon reinstatement. Every reasonable 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 employee's driving privileges will not be automatically revoked. When revocation or suspension of an employee's driving privileges 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 a Certificate of Vehicle Familiarization and Safe Operation 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.

[see Memo, page 191]

## ARTICLE 30

### LOCAL IMPLEMENTATION

A. Presently effective local memoranda of understanding not inconsistent or in conflict with the **2001** National Agreement shall remain in effect during the term of this Agreement unless changed by mutual agreement pursuant to the local implementation procedure set forth below or, as a result of an arbitration award or settlement arising from either party's impasse of an item from the presently effective local memorandum of understanding (**LMOU**).

B. There shall be a 30-day period of local implementation to commence **October 1, 2002** on the 22 specific items enumerated below, provided that no **LMOU** may be inconsistent with or vary the terms of the **2001** National Agreement:

1. Additional or longer wash-up periods.
2. The establishment of a regular work week of five days with either fixed or rotating days off.
3. Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.
4. Formulation of local leave program.
5. The duration of the choice vacation period(s).
6. The determination of the beginning day of an employee's vacation period.
7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.
8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

## Article 30.B.10

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 occupational group to be reserved for temporary or permanent light duty assignment.
16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.
17. The identification of assignments that are to be considered light duty within each craft represented in the office.
18. The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.
19. The assignment of employee parking spaces.
20. The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.
21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.
22. Local implementation of this Agreement relating to seniority, reassignments and posting.

C. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the national Union President or the Vice President, Labor Relations. 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 LMOU shall apply. **The parties may challenge a provision(s) of an LMOU as inconsistent or in conflict with the National Agreement only under the following circumstances:**

- 1. Any LMOU provision(s) added or modified during one local implementation period may be challenged as inconsistent or in conflict with the National Agreement only during the local implementation period of the successor National Agreement.**
- 2. At any time a provision(s) of an LMOU becomes inconsistent or in conflict as the result of a new or modified provision(s) of the National Agreement.**
- 3. At any time a provision(s) of an LMOU becomes inconsistent or in conflict as the result of the amendment or modification of the National Agreement subsequent to the local implementation period.**

**In such case, the party declaring a provision(s) inconsistent or in conflict must provide the other party a detailed written explanation of its position during the period of local implementation, but no later than seven (7) days prior to the expiration of that period. If the local parties are unable to resolve the issue(s) during the period of local implementation, the union may appeal the impasse to arbitration pursuant to the procedures outlined above. If appealed, a provision(s) of an LMOU declared inconsistent or in conflict will remain in effect unless modified or eliminated through arbitration decision or by mutual agreement.**

[see Memo, page 193]



## **Article 30.D**

D. An alleged violation of the terms of an **LMOU** shall be subject to the grievance-arbitration procedure.

E. When installations are consolidated or when a new installation is established, the parties shall conduct a thirty (30) day period of local implementation, pursuant to Section B. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the national Union President or the Vice President, Labor Relations. The request for arbitration must be submitted within 10 days of the end of the local implementation period.

F. Where the Postal Service, pursuant to Section C, submits a proposal remaining in dispute to arbitration, which proposal seeks to change a presently-effective **LMOU**, the Postal Service shall have the burden of establishing that continuation of the existing provision would represent an unreasonable burden to the USPS.

## **ARTICLE 31**

### **UNION-MANAGEMENT COOPERATION**

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

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

#### **Section 2. Computer Tapes**

The Employer shall, on an accounting period basis, provide the Union at its national headquarters with a computer tape containing information as set forth in the Memorandum of Understanding regarding Article 31.

[see Memo, page 195]

### **Section 3. Information**

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

Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or designee. All other requests for information shall be directed by the National President of the Union to the Vice President, Labor Relations.

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

(The preceding Article, Article 31, shall apply to Transitional Employees.)

## **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 the Union 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 Union's view on minimizing such impact. No final decision on whether or not such work will be contracted out will be made until the matter is

## **Article 32.1.B**

discussed with the Union.

C. 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 2. 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.

(The preceding Article, Article 32, shall apply to Transitional Employees.)

# **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 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 Article of this Agreement shall be made in accordance with such Article 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 concerned through qualified representatives will be kept informed during the making of time or work studies which are to be used as a basis for changing current or instituting new work measurement systems or work or time standards. The Employer agrees that the National President of the Union may designate a qualified representative who may enter postal installations for purposes of observing the making of time or work studies which are to be used as the basis for changing current or instituting new work measurement systems or work or time standards.

## Article 34.C

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 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 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 five 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.

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 shall be permitted through qualified representatives to make time or work studies in the test cities. The Union shall notify the Employer within ten (10) days of its intent to conduct such studies. The Union studies shall not exceed one-hundred fifty (150) days, from the date of such notice, during which time the Employer agrees to postpone implementation in the test cities for the first ninety (90) days. There shall be no disruption of operations or of the work of employees due to the making of such studies. Upon request, the Employer will provide reasonable assistance in making the study, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in providing such assistance. 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.

(The preceding Article, Article 34, shall apply to Transitional Employees.)

## ARTICLE 35

### EMPLOYEE ASSISTANCE PROGRAM

#### Section 1. Programs

The Employer and the Union express strong support for programs of self-help. The Employer shall provide and maintain a program which shall encompass the education, identification, referral, guidance and follow-up of those employees afflicted by the disease of alcoholism and/or drug abuse. When an employee is referred to the EAP by the Employer, the EAP staff will have a reasonable period of time to evaluate the employee's progress in the program. This program of labor-management cooperation shall support the continuation of the EAP for alcohol, drug abuse, and other family and/or personal problems at the current level.

An employee's voluntary participation in the EAP for assistance with alcohol and/or drug abuse will be considered favorably in disciplinary action proceedings.

#### Section 2. Joint Committee

For the term of the **2001** National Agreement, the Employer and the Union agree to establish at the national level a National EAP Committee. The Committee will have responsibility for jointly assessing the effectiveness of EAPs operating inside and outside the USPS, and for developing on an ongoing basis the general guidelines with respect to the level of services and the mechanisms by which the services will be provided.

The Committee is not responsible for day-to-day administration of the program.

The Committee shall convene at such times and places as it deems appropriate during the term of the **2001** National Agreement. No action or recommendations may be taken by the Committee except by consensus of its members. In the event that the members of the Committee are unable to agree within a reasonable time on an appropriate course of action with respect to any aspect of its responsibility, the Vice President, Labor Relations, and the National Union President shall meet to resolve such issues.

The Committee is authorized to obtain expert advice and assistance to aid its pursuit of its objectives. The apportionment of any fees and expenses for any such experts shall be by consensus of the Committee.

The Employer and the Union agree that they will cooperate fully at all levels towards achieving the objectives of the EAP. This joint effort will continue for the term of the **2001** National Agreement.

## **ARTICLE 36**

### **CREDIT UNIONS AND TRAVEL**

#### **Section 1. Credit Unions**

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

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

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

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

B. Employees will be paid a mileage allowance for the use of privately owned automobiles for travel on official business when authorized by the Employer equal to the standard mileage rate for use of a privately owned automobile as authorized by the General Services Administration (GSA). Any change in the GSA standard mileage rate for use of a privately



**Article 36.2**

owned automobile will be put into effect by the Employer within sixty (60) days of the effective date of the GSA change.

(The preceding Article, Article 36, shall apply to Transitional Employees.)

**ARTICLE 37**

**RESERVED**

**ARTICLE 38**

**RESERVED**

**ARTICLE 39**

**RESERVED**

**ARTICLE 40**

**RESERVED**

**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 five working days of the day it becomes vacant or is established.

All city letter carrier craft full-time duty assignments other than letter routes, Carrier Technician assignments, 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 used in those instances where a full-time letter carrier **does not hold a duty** assignment.

Positions currently designated in the Letter Carrier Craft:

City Carrier (includes the duty assignment of Official Mail Messenger Service in the Washington, D.C. Post Office)

Special Carrier

Carrier Technician

Positions that may in the future be designated in the Letter Carrier Craft.

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

When a position is under consideration for reversion, the decision to revert or not to revert the position shall be made not later than 30 days after it becomes vacant. If the decision is made not to revert, the assignment must be posted within 30 days of the date it becomes vacant. 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 four 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.
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. Unassigned full-time carriers **and full-time flexible carriers** 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 **and full-time flexible carriers**, who may exercise their preference by use of their seniority. In the event that there are more unassigned full-time carriers **and full-time flexible carriers** than vacancies, these vacancies may be filled by assigning the unassigned employees by juniority.

## **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

## Article 41.1.B.1

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) Grade.
  - (c) Hours of duty (beginning and ending), including, in the case of a Carrier Technician assignment, the hours of duty for each of the component routes.
  - (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 a city carrier route is involved, the carrier route number shall be designated. If a Carrier Technician assignment is involved, the route number of the Carrier Technician assignment and the route numbers of the component routes shall be designated.
  - (i) Date of last inspection and date of last adjustment.

[see Memo, page 196]

### **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 Carrier Technician 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 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 **and full-time flexible** 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 full-time positions of the same designation

and salary level in the order of their standing on the part-time flexible roll.

### **7. Seniority Tie Breaker**

Except as otherwise specifically provided for in this Agreement, effective the date of this Agreement, when it is necessary to resolve a tie in seniority between two or more Carrier Craft employees, the following criteria shall apply in the order set forth below:

- (a) Total continuous postal career service in the Carrier Craft within the installation.
- (b) Total postal career service in the Carrier Craft within the installation.
- (c) Total postal career service in the Carrier Craft.
- (d) Total postal career service.
- (e) Total postal service.
- (f) Total federal service as shown in the service computation date on the employee's Form 50.

### **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



## Article 41.2.D.1

in the same postal installation and in the same or lower salary level from which originally separated; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability 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.
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 exchangee, 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 subsection 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 subsections D.1 and D.4 above.
5. Any surplus employees from non-processing and non-mail delivery installations, area offices or the United States Postal Service Headquarters, begin a new period of seniority effective the date of reassignment.

**Section 3. Miscellaneous Provisions**

A. The carrier may use stools while casing mail and performing other office duties, provided the use of such stools does not interfere with or affect efficiency and standard job performance.

B. The Employer will not assess or hold a carrier responsible for incorrect fees collected on mail improperly rated prior to being distributed to the carrier, who is expected to exercise reasonable care and 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 Union has the right to appeal the granting of an exception to the 52 calendar day period to make route adjustments pursuant to Section 211.3 of the M-39 directly to Step B of the grievance procedure. Such appeal must be made within 14 days of receipt of the written notification.**

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.

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 installa-

### **Article 41.3.O**

tion. 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 7) 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 and October 22, 1984 (incorporated into December 24, 1984 Award).

[see Memos, pages 196-208]

### **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 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 1/2 mile or more or from end of route if route begins less than, but ends more than 1/2 mile from delivery unit.

**REIMBURSEMENT RATES**

Mileage	Daily Rate
0.5 to 1.0	<b>\$2.40</b>
1.1 to 1.5	<b>\$2.65</b>
1.6 to 2.0	<b>\$2.75</b>
2.1 to 3.0	<b>\$2.90</b>
3.1 to 4.0	<b>\$2.95</b>
4.1 to 5.0	<b>\$3.25</b>
Over 5	<b>\$3.30</b> plus 20 cents per each additional mile (one way) over five miles to beginning of route.

- b. When carriers use their vehicles as transportation for distances of more than 1/2 mile between segments of a route or routes, they will be reimbursed sixty cents for each such movement;

### **Article 41.4.3.c**

- 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; and,
  - 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 1/2 mile or more.
4. Carrier Agreements in effect which provide allowances more favorable than those provided by the schedule in subsection 3 above shall continue in force for the duration of this Agreement unless terminated by either party upon thirty days written notice, or reassignment of the carrier.

### **Section 5. National Joint City Delivery Committee**

There will be established at the national level a Joint City Delivery Committee. The Committee will be comprised of representatives of the Employer and five Union representatives appointed by the President of the NALC and will meet for the purpose of advising on problems affecting city delivery service and to present suggested changes and improvements in operating procedures. Such meetings will be held semiannually 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 Union shall meet and discuss the problems and proposed solutions through the Labor-Management Committee provided in Article 17.

(The preceding Article, Article 42, shall apply to Transitional Employees.)



**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.

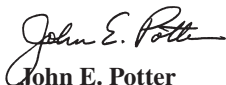
**Section 2. Duration**

Unless otherwise provided, this Agreement shall be effective **November 21, 2001**, and shall remain in full force and effect to and including 12 midnight **November 20, 2006**, 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.

(The preceding Article, Article 43, shall apply to Transitional Employees.)

**In witness whereof the parties hereto affix their signatures below this 26th day of June, 2002.**

**For the United States  
Postal Service:**



**John E. Potter  
Postmaster General  
Chief Executive Officer  
U.S. Postal Service**

**For the NALC:**



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

**APPENDIX A**  
**NIGHT SHIFT DIFFERENTIAL HOURLY RATES**  
**APPLICABLE TO NALC FULL-TIME EMPLOYEES**  
**EFFECTIVE NOVEMBER 22, 1997**

<b>GRADE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>	<b>N</b>	<b>O</b>		
<b>5</b>	\$1.12	\$1.25	\$1.35	\$1.45	\$1.46	\$1.47	\$1.48	\$1.50
\$1.51	\$1.52	\$1.53	\$1.55	\$1.56	\$1.57	\$1.58		
<b>6</b>	\$1.19	\$1.32	\$1.38	\$1.48	\$1.49	\$1.50	\$1.52	\$1.53
\$1.54	\$1.56	\$1.57	\$1.58	\$1.60	\$1.61	\$1.63		

**NIGHT SHIFT DIFFERENTIAL HOURLY RATES**  
**APPLICABLE TO NALC HOURLY RATE REGULAR**  
**EMPLOYEES**  
**EFFECTIVE NOVEMBER 22, 1997**

<b>GRADE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>	<b>N</b>	<b>O</b>		
<b>5</b>	\$1.12	\$1.25	\$1.35	\$1.45	\$1.46	\$1.47	\$1.48	\$1.50
\$1.51	\$1.52	\$1.53	\$1.55	\$1.56	\$1.57	\$1.58		
<b>6</b>	\$1.19	\$1.32	\$1.38	\$1.48	\$1.49	\$1.50	\$1.52	\$1.53
\$1.54	\$1.56	\$1.57	\$1.58	\$1.60	\$1.61	\$1.63		

**NIGHT SHIFT DIFFERENTIAL HOURLY RATES**  
**APPLICABLE TO NALC HOURLY RATE FLEXIBLE**  
**EMPLOYEES**  
**EFFECTIVE NOVEMBER 22, 1997**

<b>GRADE</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>
<b>I</b>	<b>J</b>	<b>K</b>	<b>L</b>	<b>M</b>	<b>N</b>	<b>O</b>		
<b>5</b>	\$1.16	\$1.29	\$1.40	\$1.50	\$1.51	\$1.53	\$1.54	\$1.55
\$1.57	\$1.58	\$1.59	\$1.60	\$1.62	\$1.63	\$1.64		
<b>6</b>	\$1.23	\$1.37	\$1.43	\$1.53	\$1.55	\$1.56	\$1.57	\$1.59
\$1.60	\$1.62	\$1.63	\$1.64	\$1.66	\$1.67	\$1.69		

**APPENDIX B**  
**NALC Transitional Employee**  
**Arbitration Award**

ARBITRATION PROCEEDINGS

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UNITED STATES  
POSTAL SERVICE

—and—  
NATIONAL ASSOCIATION  
OF LETTER CARRIERS,  
AFL-CIO

TRANSITIONAL  
EMPLOYEE  
NALC BARGAINING UNIT

---

OPINION AND AWARD

**BOARD OF ARBITRATORS**

RICHARD MITTENTHAL, Chairman

JOSEPH J. MAHON, JR., Board Member

BRUCE H. SIMON, Board Member

Washington, D.C.

January 16, 1992

## BACKGROUND

On page 41 of the June 12, 1991, Interest Arbitration Award, the five member Panel had determined that a non-career bargaining unit employee classification should be established and be known as “transitional employees.” Such transitional employees were to be employed to fill anticipated impacted positions as a result of automation. Pursuant to the June 12, 1991, Award, the parties were required to meet and resolve all other aspects pertaining to the transitional employee classification. In the event that no agreement was reached, the dispute was to be referred to this Panel for a final and binding decision.

Commencing in July of 1991, the parties met both formally and informally on numerous occasions with the intent of negotiating all other aspects pertaining to the transitional employee classification. Despite the efforts of the parties, these negotiations were not successful. On December 11, 1991, the negotiations terminated with the parties at impasse.

The record was opened on December 12, 1991, and the second day of hearing was held on January 3, 1992. The parties also met on December 30, 1991, January 2, 6 and 7, 1992, and the Panel met in executive session on January 3, 7, and 8, 1992. Representing the Postal Service before the Board were Edward F. Ward, Jr., and Kevin B. Rachel of the Office of Labor Law of the Postal Service. The NALC was represented by Keith E. Secular, Esquire. Full opportunity was afforded the parties to introduce evidence, present testimony, and to provide oral argument.

The Panel has assumed jurisdiction over all economic and non-economic matters with respect to the transitional employee classification. All proposals of the parties not dealt with specifically by this Award were either withdrawn or have not been adopted by this Panel.

The Panel makes the following Award:

1. The following principles shall apply to transitional employees:
  - a. The transitional work force will be comprised of non-career, bargaining unit employees.

## Appendix B

- b. Transitional employees will be hired for terms not to exceed 359 calendar days and will have a break in service of at least 6 days between appointments.
- c. The parties agree transitional employees will only be utilized consistent with the following principles:
  - (1) To cover the number of work hours which constitute the difference between the delivery unit baseline staffing analysis and the projected delivery unit staffing analysis as described in Part 2. (See Attachment A.)
  - (2) To cover duty assignments held pending reversion due to automation.
  - (3) To cover the vacancy created by a part-time flexible, reserve or unassigned letter carrier opting for the held pending reversion assignment or the subsequent vacancy created by multiple opts.
  - (4) To cover part-time flexible attrition.
  - (5) To cover, in addition to the hours determined in (1) above, residual vacancies withheld pursuant to Article 12.

The term “held pending reversion” is a vacant duty assignment which is due to be eliminated as a result of automation. The term “residual vacancies” are those positions that remain vacant after the completion of the voluntary bidding process.

- d. Transitional employees who are covering duty assignments held pending reversion or residual vacancies withheld pursuant to Article 12 will not be displaced from these assignments for the purpose of utilizing a casual employee.
- e. The applicability of Article 7.3C is not decided herein and these provisions are without prejudice to the parties’ positions on this issue.
- f. Pursuant to 1.c.1. above, the use of transitional employees will be phased out within 90 days of when ABC is on line and cost effective in terms of bar cod-

ing goals in the specific five digit delivery unit. Transitional employees covering positions withheld for career employees will be retained until the reassigned employees, who may require training, qualify for their new duty assignment.

- g. The employer will make every effort to ensure that available part-time flexible employees are utilized at the straight time rate prior to assigning such work to transitional employees working in the same work location and on the same tour provided the reporting guarantee is met for transitional employees.
2. Baseline staffing will be determined in delivery units by completing a Delivery Service Staffing Analysis (DSSA) (see Attachment A). Once the DSSA has been completed, the baseline staffing hours are set. The delivery unit impact will be determined by revising the DSSA to reflect the projected future workload and delivery unit automation savings, for advanced bar code delivery sequencing.

The difference between the two analyses will be the projected hourly impact for the delivery transition period. The projected DSSA will be reviewed and updated as appropriate or at least annually.

The acceptance by the parties of a methodology for implementing this item is without prejudice to the parties rights under Article 34 of the National Agreement, and shall not be cited by either party in the grievance or arbitration procedure or any other forum which does not pertain to the implementation of this agreement on transitional employees.

3. A. Management will supply the local union and the appropriate National Business Agent with the following information, which will be used to establish the impact on the Letter Carrier Craft, determine the length of time for the transition period, and define the specific site(s) that will be impacted when utilizing transitional employees pursuant to 1.C.1-4.
  1. The DSSA baseline and a projected DSSA (see Attachment A).

## Appendix B

2. Delivery Unit Impact Statement (see Attachment B).
  3. Automation deployment schedule.
  4. Projected attrition for the letter carrier craft in the installation.
- B. On a quarterly basis, a listing of transitional employees by name and the job numbers on which these employees are working for positions withheld (see Attachment C1; Positions Withheld).
- C. On a quarterly basis, a listing of transitional employees by name and the job numbers on which these employees are working for positions held pending reversion (see Attachment C2; Positions Held Pending Reversion).
- D. On a quarterly basis, a listing of transitional employees by name who were assigned in accordance with l.c.3 and 4 above (see Attachment C3; Part-time Assignments).
4. A. Management will supply the local union and the appropriate National Business Agent with the following information when utilizing transitional employees pursuant to l.C.5.
    1. Site impact information;
    2. Deployment schedule, (i.e., type of equipment, date of deployment, specific site);
    3. Projected attrition for the installation by craft.
  - B. Management will supply the local union with a listing of all positions withheld in the impacted installation, and update this list on a quarterly basis.
5. On a quarterly basis, management will review the current status of items 3 and 4 above and make any changes, as appropriate, in the number of positions being held pending reversion or withheld pursuant to Article 12, in the Letter Carrier Craft.
  6. Regional Determination - Number of Withheld

## Vacancies:

- a. Within 7 days from the effective date of this Award, the parties at the regional level will meet to determine the number of vacancies withheld during the 90-day period preceding December 3, 1991.
  - b. Solely for the purpose of applying this Award, withheld residual vacancies will be identified as those vacancies for which the union has received Article 12 notification at the regional level as being withheld for employees who may be involuntarily reassigned outside the installation. In order to be considered a withheld vacancy, the union, at the local level, had to be advised of the specific vacancy withheld by assignment number. This requirement must be accomplished by posted notice, letter to the local union, or verbally. Verbal notification can be considered only if the local union official agrees that such verbal notification occurred.
  - c. Once the withheld residual vacancies are identified, management may use transitional employees to back-fill withheld vacancies consistent with the provisions of this Award.
7. Reassignment of Career Employees Outside of a Section, Craft, or Installation:
- a. Prior to reassigning career employees outside of a section, the craft, or installation, management will offer impacted career employees, on a seniority basis, the opportunity to work any existing letter carrier craft transitional assignments within the installation.
  - b. There will be no out-of-schedule pay provided to the impacted employees for these temporary assignments.
8. Layoff of Career Employees:
- a. Prior to laying off career employees, management will offer the impacted employees the opportunity to work any existing letter carrier craft transitional



assignments within the installation.

- b. There will be no out-of-schedule pay provided to the impacted employees for these temporary assignments.

9. Article 15:

Transitional employees will have access to the grievance procedure for those provisions which apply to transitional employees.

- 10. Transitional employees are temporary N.T.E. (not to exceed) employees who may be terminated at any time prior to completion of the 359-day term as provided in paragraph 11 or as otherwise required by this Award.
- 11. Transitional employees may be separated at any time upon completion of their assignment or for lack of work. Such separation is not grievable except where the separation is pretextual.

Transitional employees may otherwise be removed for just cause and any such removal will be subject to the grievance-arbitration procedure, provided the employee has completed ninety (90) work days, or has been employed for 120 calendar days, whichever comes first. Further, in any such grievance, the concept of progressive discipline will not apply. The issue will be whether the employee is guilty of the charge against him or her. Where the employee is found guilty, the arbitrator shall not have the authority to modify the discharge.

In the case of removal for cause, a transitional employee shall be entitled to advance written notice of the charges against him/her in accordance with the provisions of Article 16 of the National Agreement.

- 12. Leave provisions for transitional employees are included in Attachment D.

Attachments

## DELIVERY SERVICE STAFFING ANALYSIS

UNIT: _____	AS OF
AP _____	FY _____
	WEEKLY
1. Number of Residential Routes M-Sa x 8 hours x 6 days	=
2. Number of Routers M-F x 8 hours x 5 days	=
3. Number of Routers Sa x 8 hours x 1 day	=
4. Number of Mixed Business and Residential Routes M-F x 8 hours x 5 days	=
5. Number of Mixed Business and Residential Routes Sa x 8 hours x 1 day	=
6. Number of Business Routes M-F x 8 hours x 5 days	=
7. Number of Business Routes Sa x 8 hours x 1 day	=
8. Number of hours authorized on all Auxiliary Routes M-F x 5 days	=
9. Number of hours authorized on all Auxiliary Routes Sa x 1 day	=
10. Number of hours from Combination Routes authorized for letter delivery M-F x 6 days	=
11. Number of hours from Combination Routes authorized for letter delivery Sa x 1 day	=
12. Weekly total equals lines 1 thru 11	=
13. Number of Full-Time Equivalent Letter Routes as of end of AP13,	=

ATTACHMENT A

previous FY equals weekly total (line 12)	_____ divided by 48 hours	_____	_____
14. Number of Intra-City hours authorized M - F	_____	_____	x 5 days
15. Number of Intra-City hours authorized Sa	_____	_____	x 1 day
16. Number of Parcel Post hours authorized M-F	_____	_____	x 5 days
17. Number of Parcel Post hours authorized Sa	_____	_____	x 1 day
18. Number of Relay hours authorized M-F	_____	_____	x 5 days
19. Number of Relay hours authorized Sa	_____	_____	x 1 day
20. Number of Collection hours authorized M-F	_____	_____	x 5 days
21. Number of Collection hours authorized Sa	_____	_____	x 1 day
22. Number of Collection hours authorized Su	_____	_____	x 1 day
23. Number of Special Delivery hours used M-F	_____	_____	x 5 days
24. Number of Special Delivery hours usedSa	_____	_____	x 1 day
25. Number of Special Delivery hours used Su	_____	_____	x 1 day
26. Weekly Totals (Add Lines 12 + 14 thru 25)	_____	_____	_____
27. Authorized % above base hours = _____ % x weekly total (Line 26)	_____	_____	_____
28. Total required workhours per week (Add Lines 26 + 27)	_____	_____	_____
29. Target % of AL per week _____ % x weekly total (Line 26)	_____	_____	_____
30. Target % of SL per week _____ % x weekly total (Line 26)	_____	_____	_____
31. Target % of LWOP per week _____ % x weekly total (Line 26)	_____	_____	_____
32. Subtotal (Add Lines 28 thru 31)	_____	_____	_____
33. Authorized % of OT per week _____ % x weekly total (Line 26)	_____	_____	_____
34. Complement equivalent weekly hours (Line 32 minus Line 33)	_____	_____	_____
35. Complement required (Line 34 _____ divided by 40 hours)	_____	_____	_____

Recognizing that some regular single-carrier routes require more than eight hours per day, line #27 is provided to credit those authorized additional hours above base (eight hours per day) incurred on a daily basis.



**Appendix B**

G. Of the employees excess within the installation how many will be excessed within the

City Delivery Craft \_\_\_\_\_

Other Crafts \_\_\_\_\_

H. Will excessing out of the installation be required?

Yes No  
circle one

I. How many positions? \_\_\_\_\_

J. List the anticipated post offices and vacancies to which assignment will be made.

Facility

Assignment

K. Provide a narrative explaining the need for excessing.

L. Provide a narrative of your comments and future plans and any adjustments made as a result of deployment.









ATTACHMENT D

TRANSITIONAL EMPLOYEE ANNUAL LEAVE PROVISIONS:

I. GENERAL

A. Purpose. Annual leave is provided to transitional employees for rest, recreation, emergency purposes, and illness or injury.

1. Accrual of Annual Leave. Transitional employees earn annual leave based on the number of hours in which they are in a pay status in each pay period.

Rate of Accrual	Hours in Pay Status	Hours of Annual Leave Earned Per Pay Period
1 hour for each unit of 20 hours in pay status in each pay period	20 40 60 80	1 2 3 4(max.)

2. Biweekly Crediting. Annual leave accrues and is credited in whole hours at the end of each biweekly pay period.

3. Payment For Accumulated Annual Leave. A separating transitional employee may receive a lump-sum payment for accumulated annual leave subject to the following condition:

a. A transitional employee whose separation is effective before the last Friday of a pay period does not receive credit or terminal leave payment for the leave that would have accrued during that pay period.

II. AUTHORIZING ANNUAL LEAVE

A. General. Except for emergencies, annual leave for transitional employees must be requested on Form 3971 and approved in advance by the appropriate supervisor.

B. Emergencies and Illness or Injury. An exception to the

advance approval requirement is made for emergencies and illness or injury; however, in these situations, the transitional employee must notify appropriate postal authorities as soon as possible as to the emergency or illness/injury and the expected duration of the absence. As soon as possible after return to duty, transitional employees must submit Form 3971 and explain the reason for the emergency or illness/injury to their supervisor. Supervisors approve or disapprove the leave request. When the request is disapproved, the absence may be recorded as AWOL at the discretion of the supervisor as outlined in Section IV.B below.

### III. UNSCHEDULED ABSENCE

- A. Definition. Unscheduled absences are any absences from work that are not requested and approved in advance.
- B. Transitional Employee Responsibilities. Transitional employees are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences. In addition, transitional employees must provide acceptable evidence for absences when required.

### IV. FORM 3971, REQUEST FOR, OR NOTIFICATION OF, ABSENCE

- A. Purpose. Application for annual leave is made in writing, in duplicate, on Form 3971, Request for, or Notification of, Absence.
- B. Approval/Disapproval. The supervisor is responsible for approving or disapproving application for annual leave by signing Form 3971, a copy of which is given to the transitional employee. If a supervisor does not approve an application for leave, the disapproved block on Form 3971 is checked and the reasons given in writing in the space provided. When a request is disapproved, the reasons for disapproval must be noted. AWOL determinations must be similarly noted.

## Appendix B

The following articles and portions of articles of the National Agreement as they appear in bold face print below apply to transitional employees:

**Article 1**

**Article 2**

**Article 3**

**Article 5**

**Article 7, as follows:**

### **ARTICLE 7 EMPLOYEE CLASSIFICATION**

#### **Section 1. Definition and Use**

**\* \* \* \* \***

#### **D. Transitional Work Force—NALC**

- 1. The transitional work force shall be comprised of non-career, bargaining unit employees utilized to fill vacated assignments as follows:**
  - a. Transitional employees may be used to cover duty assignments which are due to be eliminated by automation and residual vacancies withheld pursuant to Article 12.**
  - b. Transitional employees may be used to replace part-time attrition. Over the course of a pay period, the Employer will make every effort to ensure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to assigning such work to transitional employees working in the same work location and on the same tour, provided that the reporting guarantee for transitional employee is met.**
- 2. Transitional employees shall be hired pursuant to such procedures as the Employer may establish. They will be hired for a term not to exceed 359 calendar days for each appointment. Transitional employees will have a break in service of at least 6 days between appointments.**

**Article 8, as follows:**

**ARTICLE 8  
HOURS OF WORK**

**Section 3. Exceptions**

**The above shall not apply to part-time employees and transitional 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.**

**Transitional employees will be scheduled in accordance with Section 2, A and B, of this Article.**

**Section 4 A. B. C. E & F will apply.**

**Section 7 will apply.**

**Section 8.D.**

**In the Letter Carrier Craft, any transitional employee who is scheduled to work and who reports for work shall be guaranteed four (4) hours' work or pay.**

**Section 9 - will apply.**

**Article 9, as follows:**

**ARTICLE 9  
SALARIES AND WAGES**

**Section 11. NALC Transitional Employees**

**During the term of the 1990 Agreement, NALC transitional employees' hourly rate will be as provided in this section.**

- A. Transitional employees hired during the life of this agreement will be hired at Level 5, Step A, part-time flexible employee base hourly rate.**
- B. Transitional employees will be paid at Step A of the part-time flexible employee base hourly rate of the position to which they are assigned.**

Article 11, as follows:

**ARTICLE 11  
HOLIDAYS**

**Section 6. Holiday Schedule**

**D. Qualified transitional employees will be scheduled for work on a holiday or designated holiday after all full-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or nonvolunteers being scheduled to work a nonscheduled day or any full-time nonvolunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the Local Memorandum of Understanding will apply.**

**Article 14**

**Article 15**

**Article 17 Sections 2, 6, and 7**

**Article 18**

**Article 19, as follows:**

**ARTICLE 19  
HANDBOOKS AND MANUALS**

**New paragraph 3:**

**Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours or working conditions shall apply to transitional employees only to the extent consistent with other rights and characteristics of transitional employees negotiated in this Agreement and otherwise as they apply to the supplemental work force. The Employer shall have the right to make changes to handbooks, manuals and published regulations as they relate to transitional employees pursuant to the same standards and procedures found in Article 19 of this Agreement.**

**Article 20**

**Article 22**

**Article 23**

**Article 24**

**Article 26, as follows:**

**ARTICLE 26  
UNIFORMS AND WORK CLOTHES**

**Section 6. Transitional Employee - NALC**

**In the event that the Postal Service requires transitional employees to wear uniform items, the Postal Service, at its option, may provide such uniform items, which will be returned at the time of separation, or the transitional employee must purchase such uniform items. For each three months of service during the first term of appointment the transitional employee will be reimbursed up to 25 percent of the \$229 uniform allowance. The transitional employee must document the cost of such purchases and have the immediate supervisor verify such expenditures in order to receive any pro rata reimbursement.**

**Article 27**

**Article 28**

**Article 31**

**Article 32**

**Article 34**

**Article 36**

**Article 42**

**Article 43**

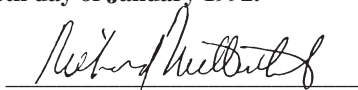
**Only the following Memorandums of Understanding from the 1990 National Agreement shall apply to Transitional Employees:**

Use of Privately Owned Vehicles  
Leave Sharing  
Interest on Back Pay  
Processing Post-Removal Grievances

**CONCLUSION**

The foregoing represents the Award of the Panel. The Panel members understand and agree that their deliberations which resulted in this Award shall not be referred to in any manner for the purpose of interpreting the provisions of this Award and the resulting Agreement.

Dated this 16th day of January 1992.



**Richard Mittenthal**  
Chairman



**Bruce H. Simon**

Concurring in part  
and dissenting in part  
(Partial dissents omitted)



**Joseph J. Mahon, Jr.**

Concurring in part  
and dissenting in part

**MEMORANDUMS AND  
LETTERS OF INTENT**

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

**Re: Deaf and Hard of Hearing**

**REASONABLE ACCOMMODATION FOR THE  
DEAF AND HARD OF HEARING**

**MANAGEMENT'S RESPONSIBILITY**

Management has an obligation to reasonably accommodate Deaf and Hard of Hearing employees and applicants who request assistance in communicating with or understanding others in work related situations, such as:

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

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



## IMPLEMENTATION

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

- The ability of the deaf or hard of hearing employee to understand various methods of communication and the ability of others to understand the deaf or hard of hearing employee.
- The importance of the situation as it relates to work requirements, job rights, and benefits.
- The availability and cost of the alternative resources under consideration.
- Whether the situation requires confidentiality.

Available resources which should be considered include:

- a. Installation heads are authorized to pay for certified interpreters. Every effort will be made to provide certified interpreters when deemed necessary by an application of the principles set forth herein.
- b. In some states, the Division of Vocational Rehabilitation (DVR) provides interpreters at no charge. When a decision is made that an interpreter is the appropriate accommodation and a DVR interpreter is not available, other methods of securing an interpreter should be used.
- c. Volunteer interpreters or individuals skilled in signing may be obtained from the work force or from the community. The skill level of such persons should be considered.
- d. In some situations, written communications may be appropriate. The deaf or hard of hearing employee's ability to understand written communications should be considered.
- e. Supervisors, training specialists, EAP, and EEO counselors may be trained in sign language.
- f. Deaf or hard of hearing applicants should normally be

scheduled for a specific examination time when an interpreter will be available.

- g. State or Federal relay services may provide a way for a deaf or hard of hearing employee to conduct postal business by telephone with other employees and customers.

Management will provide the following assistance for deaf and/or hard of hearing employees:

- a. All films or videotapes designed for the training or instruction of regular work force employees developed on or after October 1, 1987, shall be opened or closed captioned. To the extent practicable, existing films or videotapes developed nationally that will continue to be used by deaf or hard of hearing employees with some frequency, will be opened or closed captioned.
- b. Special telecommunications devices for the deaf will be installed in all postal installations employing deaf employees in the regular work force. Special telecommunications devices or telephone volume control devices will be installed for hard of hearing employees whenever a hard of hearing employee requests and needs such a reasonable accommodation in order to communicate by phone. These devices will be available to deaf and/or hard of hearing employees for official business and in the case of personal emergencies. As appropriate, Management will provide training to staff on the use of these special telecommunications devices.
- c. A visual alarm will be installed on all moving powered industrial equipment in all postal installations employing deaf employees in the regular work force or in any installation where such a reasonable accommodation is requested and necessary for a hard of hearing employee.
- d. Visual fire alarm will be installed in all new postal installations (installations for which the U.S. Postal Service, as of June 12, 1991, had not awarded a contract for the design of the building) where the Postal Service installs audible fire alarms. The parties will discuss and seek to agree at the local level about the installation in such other facilities as may be appropriate.

## JOINT LABOR-MANAGEMENT MEETINGS

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

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

#### **Re: Article 7, 12 and 13 - Cross Craft and Office Size**

- A. It is understood by the parties that in applying the provisions of Articles 7, 12 and 13 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.
- B. 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 1978 National Agreement.

Date: August 19, 1995

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

**Re: Article 7.3**

Part-time flexible employees with three (3) or more years of service in the same craft and same installation on the effective date of this award, who are employed in an office with 200 or more man years of employment will not have their average weekly workhours reduced as a result of the revision to Article 7.3 of the 1990 National Agreement.

Nothing shall preclude management from reducing such hours for other legitimate reasons.

The average weekly workhours for the part-time flexible employees with three (3) or more years of service will be the weekly workhour average for the 12 months prior to the effective date of this Agreement. The weekly workhour average cannot exceed forty (40) hours or be combined with any paid leave to exceed forty (40) hours.

\* \* \*

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

**Re: Maximization/Full-time Flexible - NALC**

Where a part-time flexible has performed letter carrier duties in 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 (excluding the duration of seasonal periods on seasonal routes, defined in Article 41, Section 3.R of the National Agreement), the senior part-time flexible shall be converted to full-time carrier status.

This criteria shall be applied to postal installations with 125 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 nonscheduled days, and flexible reporting locations within the installation depending upon operational requirements as established on the preceding Wednesday.

The parties will implement this in accordance with their past practice.

Date: July 21, 1987

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

**Re: Maximization**

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

1. This Memorandum of Understanding is in settlement of the arbitration pending in case No. N8-NA-141, and satisfies the obligations of the parties pursuant to the Arbitrator's decision in N8-NA-0141 and the Memorandum of Understanding relating to maximization dated September 15, 1978.
2. The initial 6 month measuring period to be evaluated pursuant to the Memorandum of Understanding shall be August 1, 1980, through January 31, 1981. Conversions based upon this initial period shall be made no sooner than April 1, 1981, and are expected to be concluded by May 1, 1981. 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.

3. 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 Memorandum of Understanding. The criteria established by this Memorandum of Understanding are supplementary to, not in limitation or diminishment of, existing criteria in the National Agreement.
4. 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.
5. Employees converted to full-time positions pursuant to this Memorandum of Understanding may bid on assignments posted for bids by employees in the craft, and shall be full-time regular city letter carriers under the National Agreement.
6. 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 letter carrier positions shall be from among those position(s) converted pursuant to this Memorandum of Understanding until they are exhausted.
7. 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.
8. The parties recognize their continuing obligation to dis-

cuss other respects in which maximization may be implemented in accordance with the National Agreement.

Date: February 3, 1981.

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

**Re: Article 8**

Recognizing that excessive use of overtime is inconsistent with the best interests of postal employees and the Postal Service, it is the intent of the parties in adopting changes to Article 8 to limit overtime, to avoid excessive mandatory overtime, and to protect the interests of employees who do not wish to work overtime, while recognizing that bona fide operational requirements do exist that necessitate the use of overtime from time to time. The parties have agreed to certain additional restrictions on overtime work, while agreeing to continue the use of overtime desired lists to protect the interests of those employees who do not want to work overtime, and the interests of those who seek to work limited overtime. The parties agree this memorandum does not give rise to any contractual commitment beyond the provisions of Article 8, but is intended to set forth the underlying principles which brought the parties to agreement.

The new provisions of Article 8 contain different restrictions than the old language. However, the new language is not intended to change existing practices relating to use of employees not on the overtime desired list when there are insufficient employees on the list available to meet the overtime needs. For example, if there are five available employees on the overtime desired list and five not on it, and if 10 work-hours are needed to get the mail out within the next hour, all ten employees may be required to work overtime. But if there are 2 hours within which to get the mail out, then only the five

on the overtime desired list may be required to work.

The parties agree that Article 8, Section 5.G.I., does not permit the Employer to require employees on the overtime desired list to work overtime on more than 4 of the employee's 5 scheduled days in a service week, over 8 hours on a nonscheduled day, or over 6 days in a service week.

Normally, employees on the overtime desired list who don't want to work more than 10 hours a day or 56 hours a week shall not be required to do so as long as employees who do want to work more than 10 hours a day or 56 hours a week are available to do the needed work without exceeding the 12-hour and 60-hour limitations.

In the Letter Carrier Craft, where management determines that overtime or auxiliary assistance is needed on an employee's route on one of the employee's regularly scheduled days and the employee is not on the overtime desired list, the employer will seek to utilize auxiliary assistance, when available, rather than requiring the employee to work mandatory overtime.

In the event these principles are contravened, the appropriate correction shall not obligate the Employer to any monetary obligation, but instead will be reflected in a correction to the opportunities available within the list. In order to achieve the objectives of this memorandum, the method of implementation of these principles shall be to provide, during the 2-week period prior to the start of each calendar quarter, an opportunity for employees placing their name on the list to indicate their availability for the duration of the quarter to work in excess of 10 hours in a day. During the quarter the Employer may require employees on the overtime desired list to work these extra hours if there is an insufficient number of employees available who have indicated such availability at the beginning of the quarter.

The penalty overtime provisions of Article 8.4 are not intended to encourage or result in the use of any overtime in excess of the restrictions contained in Article 8.5.F.

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

This Memorandum of Understanding represents the parties consensus on clarification of interpretation and issues pending national arbitration regarding letter carrier overtime as set forth herein. In many places in the country there has been continued misunderstanding of the provisions of Article 8 of the National Agreement; particularly as it relates to the proper assignment of overtime to letter carriers. It appears as if some representatives of both labor and management do not understand what types of overtime scheduling situations would constitute contract violations and which situations would not. This Memorandum is designed to eliminate these misunderstandings.

1. If a carrier is not on the Overtime Desired List (ODL) or has not signed up for Work Assignment overtime, management must not assign overtime to that carrier without first fulfilling the obligation outlined in the "letter carrier paragraph" of the Article 8 Memorandum. The Article 8 Memorandum provides that ". . . where management determines that overtime or auxiliary assistance is needed on an employee's route on one of the employee's regularly scheduled days and the employee is not on the overtime desired list, the employer will seek to utilize auxiliary assistance, when available, rather than requiring the employee to work mandatory overtime." Such assistance includes utilizing someone from the ODL when someone from the ODL is available.
2. The determination of whether management must use a carrier from the ODL to provide auxiliary assistance under the letter carrier paragraph must be made on the basis of the rule of reason. For example, it is reasonable to require a letter carrier on the ODL to travel for five minutes in order to provide one hour of auxiliary assistance. Therefore, in such a case, management must use the letter carrier on the ODL to provide auxiliary

assistance. However, it would not be reasonable to require a letter carrier on the ODL to travel 20 minutes to provide one hour of auxiliary assistance. Accordingly, in that case, management is not required to use the letter carrier on the ODL to provide auxiliary assistance under the letter carrier paragraph.

3. It is agreed that the letter carrier paragraph does not require management to use a letter carrier on the ODL to provide auxiliary assistance if that letter carrier would be in penalty overtime status.
4. It is further agreed that the agreement dated July 12, 1976, signed by Assistant Postmaster General James C. Gildea and NALC President James H. Rademacher, is not in effect. In cases where management violates the letter carrier paragraph by failing to utilize an available letter carrier on the ODL to provide auxiliary assistance, the letter carrier on the ODL will receive as a remedy compensation for the lost work opportunity at the overtime rate.
5. There is normally no monetary remedy for a carrier improperly required to work overtime on his own route. However, on a one-time, nonprecedential basis, the Postal Service will pay \$7 for each hour of overtime worked to each carrier who has a timely grievance pending at Step 2 or 3 as of the date of this agreement. In order to recover, the grievant must establish that he/she was not on the ODL or work assignment list and was required to work overtime in violation of the principles set forth above.

Date: December 20, 1988

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

**Re: Work Assignment Overtime**

A. The Postal Service will provide the opportunity, on a quarterly basis, for full-time letter carriers to indicate a desire for available overtime on their work assignment on their regularly scheduled days.

B. All full-time letter carriers are eligible to indicate their desire for “work assignment” overtime and by doing so are to work the overtime as specified on their regularly scheduled days.

T-6 or utility letter carriers would be considered available for overtime on any of the routes in their string.

Reserve Letter Carriers and unassigned regulars desiring “work assignment” overtime would be eligible for overtime on the assignment on which they are working on a given day.

C. An annotation on the overtime desired list (ODL) may be used to identify employees desiring “work assignment” overtime .

D. The ODL provided for in Article 8, Section 5, would continue to function.

E. “Work assignment” overtime will not be considered in the application of Article 8, Section 5.C.2.b.

F. Once management determines that overtime is necessary for full-time letter carriers, if the carrier has signed up for “work assignment” overtime, the carrier is to work the overtime as assigned by management.

G. Full-time carriers signing up for “work assignment” overtime are to be considered available for up to 12 hours per day on regularly scheduled days. However, the parties recognize that it is normally in their best interests not to require employees to work beyond 10 hours per day, and managers

should not require "work assignment" volunteers to work beyond 10 hours unless there is no equally prompt and efficient way in which to have the work performed.

H. Penalty pay would be due for work in excess of 10 hours per day on 4 of 5 regularly scheduled days.

Penalty pay would be due for overtime work on more than 4 of the employee's 5 scheduled days.

I. Management could schedule employees from the ODL to avoid paying penalty pay to the carrier on his/her own work assignment.

J. With respect to overtime work opportunities for employees on the fifth regularly scheduled day, the parties recognize a dispute exists concerning scheduling obligations which would involve hours in excess of the limitations in Article 8, Section 5.F, i.e., the fifth day in this case.

This issue is one of those we identified to be placed expeditiously before an arbitrator.

K. Implementation of such a scheduling approach should occur July 1, 1985.

L. Grievances presently within the system which deal with the issue of "overtime on a carrier's own assignment" should be released from their current "on hold" status, and processed within the system with a concerted effort by the parties toward settlement.

Date: May 28, 1985.

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

**Re: Granting Step Increases**

The parties agree that periodic step increases will not be withheld for reason of unsatisfactory performance and that all other aspects of the current step increase procedures remain unchanged, unless otherwise provided for by the 1990 National Agreement.

The Employee and Labor Relations Manual (ELM) shall be amended to conform with the above stated agreement.

\* \* \*

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

**Re: Leave Sharing**

The Postal Service will continue a Leave Sharing Program during the term of the **2001** Agreement under which career postal employees will be able to donate annual leave from their earned annual leave account to another career postal employee, within the same geographic area serviced by a postal district. Single donations must be of 8 or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation. Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated, and employees may not donate leave to their immediate supervisors. To be eligible to receive donated leave, a career employee (a) must be incapacitated for available postal duties due to serious personal health conditions or pregnancy and (b) must be known or expected to miss at least

40 more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover, and (c) must have his or her absence approved pursuant to standard attendance policies. Donated leave may be used to cover the 40 hours of LWOP required to be eligible for leave sharing.

For purposes other than pay and legally required payroll deductions, employees using donated leave will be subject to regulations applicable to employees in LWOP status and will not earn any type of leave while using donated leave.

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

Date: November 21, 2001

(The preceding Memorandum of Understanding, Leave Sharing, applies to Transitional Employees.)

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

**Re: Sick Leave for Dependent Care**

The parties agree that, during the term of the **2001** National Agreement, sick leave may be used by an employee to give care or otherwise attend to a family member with an illness, injury or other condition which, if an employee had such condition, would justify the use of sick leave by that employee. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2. Up to 80 hours of sick leave may be used for dependent care in any leave year. Approval of sick leave for dependent care will be subject to normal procedures for leave approval.

Date: November 21, 2001

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

**Re: Return to Duty**

The parties reaffirm their understanding concerning the review of medical certificates submitted by employees who return to duty following extended absences due to illness.

We mutually agree to the following:

1. To avoid undue delay in returning an employee to duty, the on-duty medical officer, contract physician, or nurse should review and make a decision based upon the presented medical information the same day it is submitted.

Normally, the employee will be returned to work on his/her next workday provided adequate medical documentation is submitted within sufficient time for review.

2. The reasonableness of the Service in delaying an employee's return beyond his/her next workday shall be a proper subject for the grievance procedure on a case-by-case basis.

\* \* \*

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

**Re: Annual Leave Carryover**

The parties agree that, as soon as practicable after the signing of the 1990 National Agreement, the applicable handbooks and manuals will be modified to provide revised regulations for annual leave carryover as follows:

- (a) Regular work force employees covered by this agreement may carry over 440 hours of accumulated annual leave beginning with leave carried over from leave

year 1990 to leave year 1991.

- (b) Employees who fall under the provisions of Public Law 83-102 and who have maintained a carryover of more than 440 hours cannot increase their present ceiling.
- (c) The parties agree that ELM 512.73d shall be changed to reflect that any employee covered by the APWU/NALC National Agreement is not paid for annual leave in excess of 55 days. In all other respects, the ELM provisions for payment of accumulated leave are not changed because of this Memorandum.

\* \* \*

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

**Re: Leave Policy**

The parties agree that local attendance or leave instructions, guidelines, or procedures that directly relate to wages, hours, or working conditions of employees covered by this Agreement, may not be inconsistent or in conflict with Article 10 or the Employee and Labor Relations Manual, Subchapter 510.

\* \* \*



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

**Re: Paid Leave and LWOP**

The parties agree that an employee need not exhaust annual leave and/or sick leave before requesting leave without pay. As soon as practicable after the signing of the 1990 National Agreement, Employee and Labor Relations Manual (ELM) Exhibit 514.4(d) will be amended to conform to this Agreement.

The parties further agree that this Memorandum does not affect the administrative discretion set forth in ELM Part 514.22, nor is it intended to encourage any additional leave usage.

Grievance Number H7C-NA-C 61 is withdrawn.

\* \* \*

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

**Re: Clarification of Regulations for National Day of Observance**

The parties agree that the following procedures will apply to affected employees if the Postmaster General or designee determines that the Postal Service will participate in a National Day of Observation (e.g., National Day of Mourning), subsequent to the declaration of a National Day of Observance having been made by Executive Order of the President of the United States.

1. Full-time employees whose basic work week includes the National Day of Observance as a scheduled work day but who

are not directed to report for work, will be granted administrative leave for that day.

2. Full-time employees whose basic work week includes the National Day of Observance as a scheduled work day, and who perform service, will be granted a day of administrative leave at a future date, not to exceed eight hours.

3. Full-time employees whose basic work week includes the National Day of Observance as a non-scheduled day and are not directed to report for work, will be granted a day of administrative leave at a future date.

4. If the National Day of Observance is a full-time employee's non-scheduled day and the employee is scheduled to work, the employee will receive overtime pay, plus up to eight hours of future administrative leave for the number of hours worked.

5. The same provisions apply to part-time regular employees as apply to full-time employees. The total hours of administrative leave should only equal the scheduled hours for the National Day of Observance, which may be less than eight hours. However, part-time regular employees whose basic work week includes the National Day of Observance as a non-scheduled work day and who are not directed to report for work on the National Day of Observance will be granted a day of administrative leave at a future date equal to the average number of daily paid hours in their schedule for the service week previous to the service week in which the National Day of Observance occurs, which may be less than eight hours.

6. Part-time flexible employees should be scheduled based on operational needs. Part-time flexible employees who work will be granted a day of administrative leave at a later date. The day of administrative leave will be based on the number of hours actually worked on the National Day of Observance, not to exceed eight hours. Part-time flexible employees who are not directed to work on the National Day of Observance will be granted administrative leave at a future date equal to the average number of daily paid hours during the service week previous to the service week in which the National Day of Observance occurs, not to exceed eight hours.

7. Transitional employees will only receive pay for actual

work hours performed on the National Day of Observance. They will not receive administrative leave.

8. If an employee is on leave or Continuation of Pay on the National Day of Observance, the employee will be granted a day of administrative leave at a future date, not to exceed eight hours.

9. An employee on OWCP, AWOL, suspension or pending removal on the National Day of Observance will not be granted administrative leave. If the employee on AWOL, suspension or pending removal is returned to duty and made whole for the period of AWOL, suspension or removal, the employee may be eligible for administrative leave for the National Day of Observance if the period of suspension or removal for which the employee is considered to have been made whole includes the National Day of Observance. Such determination will be made by counting back consecutive days from the last day of the suspension or removal to determine if the employee had been made whole for the National Day of Observance.

10. Where provisions in this Memorandum of Agreement provide for a day of administrative leave to be taken at a future date, such leave must be granted and used within six months of the National Day of Observance or by the end of the Fiscal Year, whichever is later. However, administrative leave will not be granted to employees who are on extended leave for the entire period between the Day of Observance and six months from that date, or between the Day of Observance and the end of the Fiscal Year, whichever is later.

11. Administrative leave taken at a future date must be taken at one time.

12. Administrative leave to be taken at a future date may, at the employee's option, be substituted for previously scheduled but not used annual leave.

13. Administrative leave to be taken at a future date should be applied for by using the same procedures which govern the request and approval of annual leave consistent with Local Memoranda of Understanding.

Date: May 4, 2000

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

**Re: PTF Court Leave**

1. Effective September 26, 1987, part-time flexible employees who have completed their probationary period shall be eligible for court leave as defined in Employee and Labor Relations Manual Part 516.1 and Part 516.31.

2. Appropriate provisions of the applicable handbooks and manuals shall be amended to carry out these changes consistent with the principles expressed in paragraphs 3, 4, and 5 below. The handbooks and manuals, including Part 516 of the Employee and Labor Relations Manual, shall be amended pursuant to Article 19, except that the sixty (60) day notice of such changes shall be waived.

3. A part-time flexible employee will be eligible for court leave if the employee would otherwise have been in a work status or annual leave status. If there is a question concerning the status, the part-time flexible employee will be eligible if the employee was in work status or annual leave status on any day during the pay period immediately preceding the period of court leave.

4. If eligibility is established under paragraph 3, the specific amount of court leave for an eligible part-time flexible employee shall be determined on a daily basis as set forth below:

a. If previously scheduled, the number of straight-time hours the Employer scheduled the part-time flexible employee to work;

b. If not previously scheduled, the number of hours the part-time flexible employee worked on the same service day during the service week immediately preceding the period of court leave;

c. If not previously scheduled and if no work was performed

on the same day in the service week immediately preceding the period of court leave, the guarantee as provided in Article 8, Section 8, of the National Agreement, provided the part-time flexible would otherwise have been requested or scheduled to work on the day for which court leave is requested.

5. The amount of court leave for part-time flexible employees shall not exceed 8 hours in a service day or 40 hours in a service week.

Date: July 21, 1987

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

**Re: Transfers**

The parties agree that the following procedures will be followed when career Postal Employees request reassignment from Postal installations in one geographical area of the country to Postal installations in another geographical area. Local reassignments (reassignments within the same MSC, Division, or to adjacent MSCs or Divisions) are covered by the provisions of Section 2 of this memorandum.

**Section 1. Reassignments (Transfers) to other geographical areas.**

- A. Installation heads may continue to fill authorized vacancies first through promotion, internal reassignment and change to lower level, transfer from other agencies, reinstatements, etc., consistent with existing regulations and applicable provisions of the National Agreement.
- B. Installation heads will afford full consideration to all reassignment requests from employees in other geographical areas within the Postal Service. The requests will be considered in the order received consistent with the vacancies being filled and type of positions request-

ed. Such requests from qualified employees, consistent with the provisions of this memorandum, will not be unreasonably denied. Local economic and unemployment conditions, as well as EEO factors, are valid concerns. When hiring from entrance registers is justified based on these local conditions, an attempt should be made to fill vacancies from both sources. Except in the most unusual of circumstances, if there are sufficient qualified applicants for reassignment at least one out of every four vacancies will be filled by granting requests for reassignment in all offices of 100 or more man-years if sufficient requests from qualified applicants have been received. In offices of less than 100 man-years a cumulative ratio of 1 out of 6 for the duration of the National Agreement will apply.

- C. MSCs will maintain a record of the requests for reassignment received in the offices within their area of responsibility. This record may be reviewed by the Union on an annual basis upon request. Additionally, on a semiannual basis local Unions may request information necessary to determine if a 1 out of 4 ratio is being met between reassignments and hires from the entrance registers in all offices of 100 or more man-years.
- D. Managers will give full consideration to the work, attendance, and safety records of all employees who are considered for reassignment. An employee must have an acceptable work, attendance, and safety record and meet the minimum qualifications for all positions to which they request reassignment. Both the gaining and losing installation head must be fair in their evaluations. Evaluations must be valid and to the point, with unsatisfactory work records accurately documented. An employee must have at least one-year of service in their present installation prior to requesting reassignment to another installation. Employees reassigned to installations under the provisions of this memorandum must remain in the new installation for a period of one year, unless released by the installation head earlier, before being eligible to be considered for reassignment again, except in the case of an employee who requests to return

to the installation where he/she previously worked. Employees serving under craft lock-in periods per the provisions of the National Agreement must satisfy those lock-ins prior to being reassigned to other installations.

- E. Installation heads considering employees for reassignment will contact the installation head of the losing installation and arrange for mutually agreeable reassignment and reporting dates. A minimum of thirty days' notice to the losing office will be afforded. Except in the event of unusual circumstances at the losing installations, reasonable time will be provided to allow the installation time to fill vacancies, however, this time should not exceed ninety days.
- F. Reassignment granted to a position in the same grade will be at the same grade and step. Step increase anniversaries will be maintained. Where voluntary reassignments are to a position at a lower level, employees will be assigned to the step in the lower grade consistent with Part 420 of the Employee and Labor Relations Manual.
- G. Employees reassigned under these provisions will be reassigned consistent with the provisions of the appropriate craft article contained in the National Agreement. Employees will not be reassigned to full-time regular positions to the detriment of career part-time flexible employees who are available for conversion at the gaining installation. Seniority for employees transferred per this memorandum will be established consistent with the provisions of the National Agreement.
- H. Relocation expenses will not be paid by the Postal Service incident to voluntary reassignment. Such expenses, as well as any resulting interview expenses, must be borne by employees.
- I. Under no circumstances will employees be requested or required to resign, and then be reinstated in order to circumvent these pay provisions, or to provide for an additional probationary period.

## **Section 2. Local Reassignments (Transfers)**

- A. For local reassignment(s), managers will give full consideration to the work, attendance, and safety records of all employees who are considered for reassignment. An employee must have an acceptable work, attendance, and safety record and meet the minimum qualifications for all positions to which he/she requests reassignment. Both the gaining and losing installation head must be fair in their evaluations. Evaluations must be valid and to the point, with unsatisfactory work records accurately documented. An employee must have at least eighteen months of service in his/her present installation prior to requesting reassignment to another installation. Employees reassigned to installations under the provisions of this paragraph must remain in the new installation for a period of eighteen months (unless released by the installation head earlier) before being eligible to be considered for reassignment again, except in the case of an employee who requests to return to the installation where he/she previously worked. Employees serving under craft lock-in periods per the provisions of the National Agreement must satisfy those lock-ins prior to being reassigned to other installations. Local transfers are included in the 1 out of 4 ratio.
- B. The provisions of Section 1, paragraphs A, C, E, F, G, H and I are applicable to local reassignments.
- C. In those instances where an employee can substantially increase the number of hours (8 hours or more per week) by transferring to another installation and the employee meets the other criteria the lock-in period will be 12 months.

Date: July 21, 1987

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

**Re: Joint Safety and Accident Control Teams**

The United States Postal Service and the National Association of Letter Carriers agree that it is in the best interest of both parties to have an effective health and safety program. Therefore, it is hereby agreed that representatives of the parties will meet at the national level for the purpose of developing an agenda to ensure the effectiveness of the Headquarters Joint Labor-Management Safety Committee.

The Committee may establish Joint Safety and Accident Control Teams whose aim is to reduce accidents and injuries and promote improved safety performance. The Joint Safety and Accident Control Teams will consider establishing where appropriate, local accident prevention guidelines and procedures for

- 1) reporting and abating hazardous conditions and practices,
- 2) expediting resolution of local safety and health issues, and
- 3) promoting safety awareness and investigating safety and health complaints.

The Joint Safety and Accident Control Teams will develop periodic progress reports to the Headquarters Joint Labor-Management Safety Committee and will make recommendations regarding the program structure where necessary. The Headquarters Joint Labor-Management Safety Committee will monitor the efforts of the local programs with the aim of expanding the Joint Safety and Accident Control Teams if the program is deemed successful by the parties.

It is further understood that nothing in this Memorandum of Understanding is intended to infringe on management or union rights as found in the National Agreement.

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

**Re: Interest on Back Pay**

Where an arbitration award specifies that an employee is entitled to back pay in a case involving disciplinary suspension or removal, the Employer shall pay interest on such back pay at the Federal Judgment Rate. This shall apply to cases heard in arbitration after the effective date of the 1990 Agreement.

(The preceding Memorandum of Understanding, Interest on Back Pay, applies to NALC Transitional Employees.)

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
National Association of Letter Carriers, AFL-CIO**

**Re: Article 15—ELM 436—Back Pay**

The following applies solely to back pay claims covered by Section 436 of the Employee and Labor Relations Manual (ELM):

A pay adjustment required by a grievance settlement or arbitration decision will be completed promptly upon receipt of the documentation required by ELM part 436.4 *Documents in Support of Claim*. An employee not paid within sixty (60) days of submission of the required documentation will receive an advance, if requested by the employee, equivalent to seventy (70) percent of the approved adjustment. If a disagreement exists over the amount due, the advance will be set at seventy (70) percent of the sum not in dispute.

Date: April 25, 2002

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

**Re: Article 15—Dispute Resolution Process**

The NALC National Business Agents (NBA) and District and Area management are responsible for ensuring that the dispute resolution process is effective in all ways, including the timeliness of decision-making. All parties are expected to monitor the functioning of the new process and, generally, to assume a proactive role regarding the labor/management relationship. Process disputes should be resolved whenever possible at the district level, but, when necessary, Area management, along with the NBA, may be called upon to assist in resolutions as part of their oversight responsibilities. In the event the NBA and Area management are unable to resolve any differences, the issue will be referred to the national parties for resolution, an event which is expected to be an infrequent occurrence. To facilitate this oversight responsibility, Step B Teams should copy both their respective NBA and Area Manager, Labor Relations on all decisions.

Additionally, in any district where there are more cases pending arbitration than can be arbitrated in a timely manner using the existing arbitration scheduling process, the appropriate Area Manager, Labor Relations and NBA are responsible for ensuring an ongoing review of the backlogged cases in an effort to settle cases, select representative cases, reduce the backlog, and provide direction to the local parties.

The primary role of the Step B Dispute Resolution Team is to decide the grievance presented to them and to communicate the basis for the decision to the parties at Step A, using a format agreed upon at the national level. Additionally, with the joint concurrence of the District Manager and NBA, the Teams may be called upon to provide training and other assistance to the local parties. The national parties encourage the use of the Step B Teams to provide contract training throughout the district,

especially when grievance activity suggests a lack of understanding of contract application or local responsibilities to address disputes in a timely manner. As noted above, however, the primary role of the Step B team is to process and resolve disputes. No other secondary activities should be undertaken if the timely processing of grievances is negatively impacted.

The Step B Dispute Resolution Team (and back-up team) will be made up of one management representative and one union representative. Although the Postal Service and the NALC will each determine their own method of selection for Step B representatives, it is anticipated that the NBAs and District Managers will discuss their separate recommendations for appointment to the Dispute Resolution Teams prior to submitting recommendations.

Back-up Step B representatives will be designated for each Step B Team to provide coverage for vacations or other lengthy absences or, when warranted by the workload, to ensure timely grievance processing. Back-up teams also may be effectively utilized to provide training or such other assistance as may be agreed upon by the District Manager and NBA.

In the interest of providing stability and developing expertise, the parties expect that Step B representatives will serve for no less than 2 to 3 years, absent special circumstances such as retirement, promotion, relocation, decertification, etc.

Step B representatives will undergo a joint comprehensive training and certification program. Training and certification of Step B representatives (including back-up Step B representatives) is required before Step B representatives may assume their duties. The national parties are jointly responsible for both the content and the delivery of the training and will meet at least once each calendar year to discuss training needs and schedule training sessions, if needed. The NALC and the Postal Service reserve the right to certify their respective nominees to serve as Step B representatives.

Step B Teams are responsible for issuing decisions that are fair and consistent with the contract and the Joint Contract Administration Manual (JCAM), and written in a manner that is both educational and informative. The national parties encourage the Step B teams to jointly respond to questions concerning the

proper interpretation or application of their decisions.

Step B teams are not responsible for building the grievance file. It is the responsibility of the parties at Step A to exchange documentary evidence and place copies in the file. If, however, a file lacking proper documentation is received, the grievance should be remanded to the local level, or the Step B team should jointly call the local parties with a request for the submission of specific information within a specific timeframe, whichever is more effective. The primary responsibility of the Step B team is making timely decisions on the merits of disputes.

Step B representatives will not be involved in arbitrations or other hearings involving letter carriers except as jointly approved by the District Manager and NBA.

Step B representatives may not be subjected to instruction or coercion while carrying out their duties.

Unless alternate arrangements are agreed upon by the District Manager and NBA, the Step B Teams will work at the District office. If the District Manager and the NBA agree to use an alternate location, any additional expenses will be shared equally by the local parties. The Dispute Resolution Teams should be provided suitable office space, clerical support as typically provided in that office, a telephone, and computers with CD-ROM, and such other support as may be needed to perform their assignments.

Concerns about the performance of a Step B representative may be forwarded to the national level by either the District Manager or the NBA. When this occurs, the Vice President, Labor Relations, and the President, NALC, or their designees, will review relevant evidence and determine jointly whether the subject of the complaint should be decertified from Step B responsibilities. In the event the parties are unable to agree on the issue of decertification, the matter will be submitted to mediation.

If a Step B representative's original duty assignment becomes a holddown assignment, the NALC will not seek the conversion of a PTF employee to full-time as a consequence of a PTF serving in that assignment and meeting the maximization criteria of Article 7.3.C or the Memorandum on Maximization.

Removal actions, subject to the thirty (30) day notification period in Article 16.5 of the National Agreement, will be deferred until after the Step B decision has been rendered, or fourteen (14) days after the appeal is received at Step B, whichever comes first, except for those removals involving allegations of crime, violence, or intoxication or cases where retaining the employee on duty may result in damage to postal property, loss of mails, or funds, or where the employee may be injurious to self or others, pursuant to Article 16.6 and 16.7.

The national parties will update the current JCAM at least once each calendar year during the life of the National Agreement.

Date: April 25, 2002

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

**Re: Article 15—Intervention Process**

The parties mutually agree that the continued nationwide success of the Dispute Resolution Process (DRP) is dependent on the successful operation of the process in each district. In keeping with our mutual oversight responsibility, we agree to establish a Task Force on Process Intervention for the purpose of assisting the local parties when the need arises.

The national parties recognize that when the DRP in a district is not meeting expectations of timely responses, appropriate resolution rates, educational and contractually compliant grievance decisions, there may be a need for some form of intervention from the offices of the NBA and area Labor Relations. To provide joint guidelines for such activity, the Task Force on Process Intervention will formulate the various triggering criteria indicating a need for intervention, and evaluate and recommend various options of process intervention for use based on circumstances.

The Task Force will be comprised of three members from the NALC and three from the Postal Service. The national parties will convene to discuss Process Intervention within sixty (60) days of the signing of the 2001 National Agreement. The Task Force will report to the NALC President and USPS Vice President, Labor Relations, or designees. A final report will be issued not later than one year from the date this memorandum is signed.

Date: April 25, 2002

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

**Re: Arbitration Task Force**

The parties have a shared interest in reducing the cost and improving the efficiency of the arbitration process. Therefore, it is agreed to establish a national level Task Force to evaluate the impact of modifying the manner by which we handle the arbitration process to achieve our goals of reduced cost and improved efficiency.

The Task Force will consist of two members appointed by the NALC and two members appointed by the Postal Service. The Task Force is authorized to test alternate methods of administering the arbitration process, to include the following: district arbitration panels, a centralized scheduling center, and the procedures used to hire and compensate arbitrators. The Task Force is prohibited from implementing any test on any of these components without the agreement of the NALC President and the Vice President of Labor Relations.

The Task Force shall convene within 60 days after the signing of the 2001 National Agreement and will function during the term of the 2001 National Agreement. Until completed, the Task Force will report progress on its work during the life of this memorandum to the NALC President and the Vice President, Labor Relations, or their designees on a quarterly basis.

Date: April 25, 2002

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

**Re: Processing of Post-Removal Grievances**

The parties agree that the processing and/or arbitration of a nondisciplinary grievance is not barred by the final disposition of the removal of the grievant, if that nondisciplinary grievance is not related to the removal action.

(The preceding Memorandum of Understanding, Processing of Post-Removal Grievances, applies to Transitional Employees.)

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

**Re: Processing of Grievances**

It is agreed by the United States Postal Service, the National Association of Letters, AFL-CIO; and the American Postal Workers Union, AFL-CIO, that the processing and/or arbitration of a grievance is not barred by the separation of the grievant, whether such separation is by resignation, retirement, or death.

Date: October 16, 1981.

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

**Re: Purge of Warning Letters**

The parties agree that there will be a one-time purge of Official Disciplinary Letters of Warning from the personnel folders of all employees represented by the National Association of Letter Carriers, AFL-CIO. To qualify to be purged, a Letter of Warning must meet the following conditions:

1. An issue date prior to the effective date of 2001 National Agreement between the parties;
2. The Letter of Warning has been in effect for 6 months and has not been cited as an element of prior discipline in any subsequent disciplinary action;
3. The Letter of Warning was not issued in lieu of a suspension or a removal action;
4. All grievances associated with discipline purged as a result of this memorandum shall be withdrawn.

Date: April 25, 2002

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

**Re: Article 19**

1. When the Postal Service provides the Union with proposed changes in handbooks, manuals, or published regulations pursuant to Article 19 of the National Agreement, the Postal Service will furnish a final draft copy of the changes and a summary of the change(s) which shows the change(s)

being made from the existing handbook, manual, or published regulation. When the handbook, manual, or published regulation is available in electronic form, the Postal Service will provide, in addition to a hard copy, an electronic version of the final draft copy clearly indicating the changes and another unmarked final draft copy of the changed provision with the changes incorporated.

2. The final draft copy will identify language that has been added, deleted, or moved, and the new location of language moved. Normally, the changes will be identified by striking through deleted language, underlining new language, and placing brackets around language that is moved, with the new location indicated. If another method of identifying the changes is used, the method will be clearly explained, and must include a means to identify which language is added, deleted, and moved, as well as the new location of any language moved.
3. When notified of a change(s) to handbooks, manuals, and published regulations, pursuant to Article 19 of the National Agreement, the Union will be notified of the purpose and anticipated impact of the change(s) on bargaining unit employees.
4. At the request of the Union, the parties will meet to discuss the change(s). If the Union request a meeting on the change(s), the Union will provide the Postal Service with the change(s) the Union want to discuss.
5. Within sixty (60) days of the Union's receipt of the notice of proposed change(s), the Union will notify the Postal Service in writing of any change(s) it believes is directly related to wages, hours, or working condition and not fair, reasonable or equitable and/or in conflict with the National Agreement. The Union may request a meeting on the change(s) at issue.
6. The Postal Service will provide the Union with a written response addressing each issue raised by the Union, provided the Union identifies the issue(s) within sixty (60) days of the Union's receipt of the notice of proposed change(s).

7. If the Union, after receipt of the Postal Service's written response, believes the proposed change(s) violates the National Agreement, it may submit the issue to arbitration within sixty (60) days of receipt of the notice of proposed change or thirty (30) days after the Union receives the Postal Service's written response, whichever is later. The Union's appeal shall specify the change(s) it believes is not fair, reasonable or equitable and/or in conflict with the National Agreement, and shall state the basis for the appeal.
8. If modifications are made to the final draft copy as a result of meetings with employee organizations, the Postal Service will provide NALC with a revised final draft copy clearly indicating only that change(s) which is different from the final draft copy.
9. When the changes discussed above are incorporated into a newly printed version of a handbook, manual, publication, or published regulation, and there is not additional change(s) which would required notice under Article 19, the Union will be provided a courtesy copy. No new notice period is necessary.
10. Lastly, in any case in which the Postal Service has affirmatively represented that there is no change(s) that directly relates to wages, hours, or working conditions pursuant to Article 19 of the National Agreement, time limits for an Article 19 appeal will not be used by the Postal Service as a procedural argument if the Union determines afterwards that there has been a change to wages, hours, or working conditions.

Nothing contained in this memorandum modifies the Postal Service's right to publish a change(s) in a handbook, manual or published regulation, sixty (60) days after notification to the Union.

Date: April 25, 2002

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

**Re: Centralized Uniform Program**

The parties agree to the joint development, establishment, and phase-in through the National Joint Labor-Management Uniform Control Committee (Uniform Committee) of a centralized system of purchasing and distributing uniforms and work clothes. By allowing the U.S. Postal Service to procure the items directly from the manufacturer(s), uniform items can be acquired at a reduced cost, in comparison to the current system. As a result of such volume purchasing, the parties anticipate that employees can be supplied with more uniform items with the U.S. Postal Service realizing monetary savings in the Uniform Program.

1. Under this system, the U.S. Postal Service will enter into contract(s) with uniform manufacturer(s) for authorized uniform items which would provide for a controlled price on uniform items. The contract(s) will also address matters such as the quality of items and the method of distribution to the employees and other requirements as agreed upon by the Uniform Committee.
2. Under the new program, the annual dollar allowance will be replaced by an allowance of points to be spent by employees on authorized uniform items. The parties agree to meet for the purpose of negotiating the specific elements of the uniform and work clothes allowance, including, but not limited to, the points assigned to each authorized item, the allowance of total points or number of items available for eligible employees in the distribution of such items.

3. Until phased in, the employees will acquire uniforms under the current system. It is further understood that the current system remains in effect until such time as the parties agree upon the matters enumerated above and the new system, meeting the requirements set by the Uniform Committee, is operational. During the phase-in period, the Uniform Committee will monitor the progress of the program to ensure the success of the new system and address matters of concern that may arise. Issues not resolved by this Memorandum will be discussed and resolved by the parties through the Uniform Committee.
4. It is understood by the parties that any increase in the existing uniform allowance in Article 26 of this Agreement will be credited toward the authorized uniform items to be negotiated as set forth in paragraph 2.

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

**Re: Reinstatement of Driving Privileges**

It is hereby agreed by the United States Postal Service and the National Association of Letter Carriers, AFL-CIO, that:

1. The safety and health of employees is of significant concern to the parties. Accordingly, the parties further agree that the following is not intended to provide driving privileges to an employee when such privilege would place the safety of the public or the employee at risk.
2. The mere fact that an employee was involved in a vehicle accident is not sufficient to warrant automatic suspension or revocation of driving privileges or the automatic application of discipline.
3. When an employee's driving privilege is temporarily suspended as a result of a vehicle accident, a full review of the accident will be made as soon as possible, but not

later than fourteen (14) days, and the employee's driving privileges must either be reinstated, suspended for a specified period of time not to exceed sixty (60) days, or revoked as warranted. If the decision is to suspend or revoke the employee's driving privileges, the employee will be provided, in writing, the reason(s) for such action.

4. If an employee requests that revoked or suspended driving privileges be reinstated, Management will review the request and make a decision as soon as possible but not later than 45 days from the date of the employee's request. If the decision is to deny the request, the employee will be provided with a written decision stating the reasons for the decision.

The Management review must give careful consideration to:

- the nature, severity and recency of the incident(s) which led to the revocation or suspension;
  - any driver's training or retraining courses completed from private schools, state sponsored courses, or Postal Service training programs, especially when directly relevant to the incident(s) that led to the revocation;
  - successful participation in an EAP program, when relevant to the reasons for revocation;
  - the employee's state driving record consistent with the criteria for initial certification of driving privileges as stated in the applicable Handbook. The Employer may waive these criteria if warranted in light of the other factors listed above.
5. This Memorandum of Understanding is not intended to define the conditions or circumstances for which an employee's driving privileges may be suspended or revoked.

Date: August 19, 1995

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

**Re: Local Implementation**

It is hereby agreed by the United States Postal Service and the National Association of Letter Carriers, AFL-CIO that the following procedures will apply to the implementation of Article 30 during the **2001** local implementation period.

1. **2001** local implementation will commence on **October 1, 2002** and terminate on **October 30, 2002**.
2. In the event that any issue(s) remain in dispute at the end of the thirty (30) day local implementation period, each party shall identify such issue(s) in writing. Initialed copies of this written statement and copies of all proposals and counter-proposals pertinent to the issue(s) in dispute will be furnished by the appropriate local party to the appropriate management official at the Grievance/Arbitration Processing Center 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 Representative of the Employer from the Grievance/Arbitration Processing Center and the Union's Regional Representative shall attempt to resolve the matters in dispute within seventy-five (75) days after the expiration of the local implementation period. The Representatives of both the Union and the Employer will have full authority to resolve all issues still in dispute.
4. If the parties identified above are unable to reach agreement 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 or the Vice President, Labor Relations 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 Grievance/Arbitration Processing Center or to arbitration, the provision(s), if any, of the former Local Memorandum of Understanding (**LMOU**) shall apply.
6. **LMOU items existing prior to the 2001 local implementation period may not be challenged as inconsistent or in conflict, unless already subject to a pending arbitration appeal. The parties may challenge an LMOU item added or modified during a National Agreement's local implementation period as inconsistent or in conflict only during the period of local implementation of the successor National Agreement.**
7. **The national parties will establish an impasse arbitration panel in each area for challenges to LMOU items as inconsistent or in conflict with the National Agreement or an unreasonable burden. A sufficient number of arbitrators will be selected so that all such appeals will be scheduled and heard within thirty (30) days of receipt of the appeal to arbitration. In those areas where the impasse backlog will not allow the parties to meet these time limits, it is understood that steps will be taken to process them as expeditiously as possible. Impasse appeals addressing whether an item is inconsistent or in conflict will be scheduled prior to unreasonable burden cases.**

This Memorandum of Understanding expires at 12 midnight **November 20, 2006.**

Date: April 25, 2002

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

**Re: Bargaining Information**

Pursuant to the provisions of Article 31 of the National Agreement, as soon as practicable after the ratification of the 1987 National Agreement between the United States Postal Service and the Joint Bargaining Committee (JBC), the Employer shall, on an accounting period basis, provide the Union with a computer tape containing the following information on those in their respective bargaining units:

- |                       |                          |
|-----------------------|--------------------------|
| 1. SSN                | 14. Rate Schedule        |
| 2. Last Name          | 15. Nature of Action     |
| 3. First Name (Full)  | 16. Effective Date       |
| 4. Middle Initial     | 17. Pay Grade            |
| 5. Address            | 18. Pay Step             |
| 6. City               | 19. Health Benefit Plan  |
| 7. State              | 20. Designation Activity |
| 8. ZIP Code           | 21. Enter on Duty Date   |
| 9. Post Office Name   | 22. Retire on Date       |
| 10. PO State          | 23. Layoff               |
| 11. PO ZIP            | 24. Occupation Code      |
| 12. PO Finance Number | 25. Pay Location         |
| 13. PO CAG            |                          |

As a result of the Joint Bargaining Committee's request to have the full first name included, each Union will pay 50 percent of the actual systems and programming cost associated with this change, not to exceed a total cost of \$10,000. Subsequently, the Postal Service will provide the Unions with the information above without charge.

Date: July 21, 1987

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

**Re: Article 41—Bid Process**

The parties agree that where telephone bidding is an alternative form of bidding, bids may be submitted by telephone. When computerized and telephone bidding are available to all employees in an installation, telephone and computerized bidding is mandatory.

Date: August 14, 2000

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

**Re: Router, Carrier Craft**

1. Router is a **Grade 1** city letter carrier assignment.
2. Router duties consist of casing, routing and sequencing of mail for a specific group of routes. Assignments may include specific street duties as reflected in the assignment posting.
3. Router assignments shall be formed and bid as full-time duty assignments. Part-time router work assignments may be utilized consistent with 4 below.
4. The number of full-time router assignments shall be determined consistent with Article 7, Section 3 of the National Agreement.
5. The notice inviting bids shall include a listing of routes for which router's duties will be performed by the posted assignment.
6. A router may be temporarily moved from his/her bid

assignment only in “unanticipated circumstances,” pursuant to the provisions of Article 41, Section 1.C.4. of the National Agreement.

7. A **Grade 1** replacement router may be utilized where practical to cover the nonscheduled days of other router assignments.

Date: November 21, 2001

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

**Re: Special Count and Inspection - City Delivery Routes**

The United States Postal Service and the National Association of Letter Carriers, AFL-CIO, agree that it is in the best interests of the Postal Service for letter carrier routes to be in proper adjustment.

Therefore, where the regular carrier has requested a special mail count and inspection, and the criteria set forth in Part 271g of the Methods Handbook, M-39, have been met, such inspection must be completed within four weeks of the request, and shall not be delayed. If the results of the inspection indicate that the route is to be adjusted, such adjustment must be placed in effect within 52 calendar days of the completion of the mail count in accordance with Section 211.3 of the M-39 Methods Handbook. Exceptions may be granted by a Division General Manager only when warranted by valid operational circumstances, substantiated by a detailed written statement, which shall be submitted to the local union within seven days of the grant of the exception. The union shall then have the right to appeal the granting of the exception directly to Step 3 of the grievance procedure within 14 days.

Date: July 21, 1987

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

**Re: Training Committee**

The Postal Service reaffirms its commitment to provide employees with training consistent with organizational needs. Additionally, the Postal Service recognizes the desirability of affording employees opportunities for self-development and will make training programs available to meet such needs.

The Postal Service will afford the Unions, at the national level, the opportunity to discuss concerns about specific training opportunities or programs. A Joint Committee on Training is hereby established at the national level which will consist of representatives of both parties. The Committee shall meet to discuss matters of mutual interest and benefit relating to training programs and opportunities. The Assistant Postmaster General, Training and Development Department, shall be the Employer's chief representative on such Committee. The Committee may consider and develop pilot programs, improved training methods and strategies, and other matters related to employee training and educational opportunities. Issues concerning local training and educational opportunities including the use of postal facilities for noncompensable training in college accredited courses, publicity of self-development training opportunities, and other training and educational matters of mutual interest and benefit are appropriate subjects for resolution at local labor-management committee meetings.

Consistent with established regulations and operational needs, the Postal Service will give consideration to requests for leave without pay by employees for training and educational opportunities.

The parties agree to consult at the national level to define which specific training courses and/or programs are job-related and those which are self-developmental, including the conditions in which a particular course or set of courses could be

either. The parties further agree to initiate such discussions at the national level within 90 days of the effective date of this agreement, and to jointly pursue agreed upon strategies and initiatives.

Date: July 21, 1987

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

**Re: Use of Privately Owned Vehicles**

The parties agree that the following represents the policy of the U.S. Postal Service and the American Postal Workers Union concerning the furnishing of privately owned vehicles (POV) by employees of the crafts represented by the APWU:

No craft employee represented by the APWU may be coerced into furnishing a vehicle or carrying passengers without the employee's consent. The use of a personal vehicle is the decision of the employee and it is not the intent of the parties to discourage such use of personal vehicles when transportation is needed from one postal facility to another or in the completion of the employee's assignment. When an employee begins his/her work day at one postal unit and is provided transportation to another unit to complete his/her tour of duty, that employee will be provided transportation back to the unit where his/her tour began if transportation is needed. If the employee ends tour at the new location the return trip will not be on the clock but transportation will be provided promptly by management upon request.

Date: July 21, 1987

(The preceding Memorandum of Understanding, Use of Privately Owned Vehicles, applies to Transitional Employees.)

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

**Re: Segmentation**

The United States Postal Service and the National Association of Letter Carriers, AFL-CIO, in joint discussion and consultation, have agreed on a set of principles governing the implementation of the segmentation concept as provided in the M-39 Handbook (see attachment).

These principles will ensure the efficiencies and effective implementation of the segmentation concept and ensure the fair and appropriate utilization of letter carriers in the performance of the work involved in segmentation.

**Statement of Principles:**

1. Segmentation of mail can efficiently be processed on automated or mechanized equipment. Such processing will be done by the craft designated to operate that equipment.
2. A manual, tertiary or delivery preparation operation is the manual sortation or preparation of mail that occurs after an incoming secondary operation and does not require memorization of distribution scheme items. A manual tertiary or delivery operation will be done by city delivery letter carriers provided the mail is for city delivery routes or post office box sections served by these routes and provided there is space available at the delivery unit. If space is not available, and sortation is done at a General Mail Facility, a mail processing center, or any other postal installation or facility within the installation, letter carriers will perform the manual tertiary sortation at such facilities. An incoming secondary operation normally requires memorization of distribution scheme items and is one which results in mail being sorted to carrier routes, firms, box section, nixies, postage dues, and other separations necessary for the efficient processing of mail.

3. Routers can be used to perform the manual tertiary sortation of mail segmentation whenever that is operationally feasible. Tertiary sortation duties may also be combined with other forms of letter carriers' work to create full-time assignments.
4. Even though no arbitrary limitation is placed on the number of pieces in a segmentation, a limitation will, in effect, be imposed by whatever number of pieces is operationally effective and efficient for each operation in an installation.

Standard manual distribution cases that are used in delivery units should be fully utilized for sorting mail to carrier routes, box sections, postage dues, etc. Segmentations should contain sufficient volumes that can be sorted and pulled down efficiently. For example, a single delivery point or ZIP + 4 segment (blockface, apartment building, etc.) that averages two or three pieces a day should not normally take up space on the incoming, manual secondary case. Exceptions could be hold-outs such as nixies, postage dues, etc., that require special treatment regardless of volume.

Segmentations are not necessarily static; therefore, manual secondary cases should be reviewed periodically to ensure that all cells are properly utilized in the most effective and efficient manner possible, consistent with operational or service needs.

5. Each installation will determine the type of equipment to be used in a tertiary sortation. Performance on that equipment will be done in accordance with the principle of a fair day's work for a fair day's pay which will normally be reflected in the general performance expectations for that equipment.
6. The parties understand that the tertiary sortation referenced here is the result of the implementation of the segmentation concept, which is presently described in the changes to the M-39 Handbook as presented to the National Association of Letter Carriers, AFL-CIO, on August 15, 1985. Any tertiary sortation established prior to June 16, 1983, will remain in effect unless changed by the installation. Changes made after June



16, 1983, but prior to implementation of this understanding, which are in conflict with this document, will be changed to conform.

7. The Employee Involvement process will be utilized to develop recommendations for use by the installations affected by this Agreement.

The National Association of Letter Carriers, AFL-CIO, and the United States Postal Service acknowledge that this Settlement Agreement is not an admission of fault or liability on the part of either party to this Agreement. The United States Postal Service and the National Association of Letter Carriers, AFL-CIO, also acknowledge that this Agreement sets forth all the terms for settling pending grievance H4N-NA-C 35. The parties agree to meet as soon as practicable to resolve all other outstanding grievances involving segmentation in a manner consistent with this Agreement. The United States Postal Service and the National Association of Letter Carriers, AFL-CIO, agree that the terms of the settlement contained in this document may not be added to or subtracted from, in any way. This Settlement Agreement is without prejudice to the positions of either party with respect to the interpretation or application of the National Agreement in any future proceeding between the parties. The effective date of this agreement is March 9, 1987.

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## MANAGEMENT OF DELIVERY SERVICES

Handbook M-39

Transmittal Letter 11

November 15, 1985

### 116.8 Segmentation of Mail

.81 Definition. A major characteristic of the ZIP+4 data file is the segment, or the smallest unit to which distribution can be made. Segmentation is the sortation or preparation of mail into clusters or groupings for the purpose of achieving greater processing and/or carrier sortation efficiency. Using the ZIP+4 segment concept,

segmentations may be prepared by customers or contract personnel prior to entry, or in postal operations prior to dispatch or receipt by the carrier. Examples of Segmentations include but are not limited to mail grouped by: unique ZIP+4 code, ZIP+4 blockface, multi-tenant buildings, box sections (including NDCBUs), or individual addresses.

Date: March 9, 1987

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**MEMORANDUM FOR POSTMASTERS,  
CITY DELIVERY OFFICES  
LOCAL PRESIDENTS, NATIONAL ASSOCIATION  
OF LETTER CARRIERS, AFL-CIO**

**SUBJECT: Joint Agreements**

The NALC and USPS recognize that our continued existence as a viable organization is heavily dependent upon our ability to meet our customers' needs while empowering employees to levels not previously envisioned.

As many of you are aware, we have strived at the National level to obtain an agreement on the implementation of automation of letter mail on carrier routes. We agreed then, and we agree now, on three basic principles:

- Provide the best service to postal customers (mailers and recipients).
- Minimize impact on letter carrier craft employees.
- Create an opportunity for increased efficiency.

Our mutual hope is that the following agreements will provide a basis for trust and cooperativeness, and that they will form a basis on which to satisfy our customers' needs. While each agreement may not accomplish all that each party may desire, collectively they will form the basis for a positive working relationship of mutual trust and respect, and the foundation for continued empowerment of all employees.

**Case Configuration/Letter-Sized Mail**

This agreement provides for a standard definition of letter-sized mail and provides guidelines for conducting route inspections

when letter mail is cased into four- and five-shelf case configurations that have been established as a result of a joint agreement.

### **Transitional Employees—Issue Resolutions**

Provides information on the transitional employee and highlights areas of apparent disparity of interpretation where mutual understanding has now been reached. Further, this agreement provides that a joint booklet on the transitional employee will follow.

### **X-Route Alternative**

An optional alternative joint process is provided for preparing installations for the future automated letter mail environment. This agreement has many unique features and should be reviewed in detail before deciding its applicability.

### **Delivery Point Barcoding Work Methods**

This agreement recognizes the substantial contributions that city letter carriers can make in the development of new work methods. It provides a five-step process that ensures a review of alternative methods and continued upgrading of work methods as the process evolves.

### **Route Adjustments—The Future**

The parties have fashioned an agreement that provides clear guidance on procedures to be followed when preparing future route adjustments for letter mail automation in delivery units not selecting the X-route alternative.

### **Hempstead Resolution—The Past**

We are remanding all pending grievances on route adjustments to the local parties for resolution. The parties will be guided by the principles of the above-cited agreements and must take into consideration the following factors.

- Was there a current event; that is, were the routes out of adjustment?
- How far in advance was the future event that was used to adjust the route? The parties have made no determination as to the appropriate time period.

- What was the projected timing of the upcoming event?
- What was the basis for determining the effect of the future event?
- How certain is that future event?

As you review each case, you will find that either:

- Management preplanned properly and the current structure is within the purview of this agreement; therefore, the current structure is valid;

or

—Management preplanned inappropriately or time frames have changed, negating the validity of the adjustment.

It is your obligation to make these joint determinations and to decide what remedy to apply and how to fix the problem if one is discovered. The parties should consider the impact of any decision on our employees who serve our customers and the impact on the customers which they serve. If the parties cannot resolve these cases, they may be appealed to regional arbitration.

Date: September 17, 1992.

\* \* \*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL ASSOCIATION OF LETTER CARRIERS,  
AFL-CIO  
RESOLUTION OF ISSUES LEFT OPEN BY  
MITTENTHAL AWARD OF JULY 10, 1992**

**Current Events and Adjustments**

A current event is defined as a route or routes which are shown to be out of adjustment by a recent route inspection and evaluation. All current adjustments to existing routes will place the route on as near an 8-hour daily basis as possible, in accordance with Handbook M-39.

## **Adjustments Near Term—Automation**

When routes require a current adjustment and Delivery Point Sequencing will commence within 6 months, management will adjust the routes using non-territorial, non-scheme change adjustments by the use of router assistance, segmentation or permanent handoffs as outlined in the M-39 Handbook Section 243.21b. The 6-month period runs from the first day after the week of route inspection.

## **Future Events and Adjustments—Automation**

Management may utilize the results of a recent route inspection and evaluation to estimate and plan route adjustments, including realignment of assignments, that will be required by a future event which is to take place within 18 months. Management must provide documentation to the local union to support the deployment if they intend to plan the adjustments for a future event. The planned adjustments for future events will not be implemented until automation is on line and operative. Management may implement the planned adjustments if the actual percentage of Delivery Point Sequence (DPS) mail received at the unit is within plus or minus 5 percentage points of the targeted (in Step 1) level. Should the actual percentage of DPS mail be outside these limits, then management must recalculate the estimated impact on carrier routes, based on the actual percentage of DPS mail being received at the unit. The results of the recent route inspection and evaluation will be used to determine a new impact and construct a new plan or management may wait for the plan levels to be received. The 18-month period runs from the first day after the week of route inspection. For purposes of this agreement, a future event is defined as mail being received at a delivery unit in DPS order.

Within 60 days of implementing the planned adjustments for future automated events, the parties will revisit those adjustments to ensure that routes are as near to 8 hours daily, as possible. Both the planned adjustments and subsequent minor adjustments that may be necessary to ensure compliance will be based on the most recent route inspection data for the route. However, if the future event occurs after the 18-month time limit expires, a new mail count, route inspection and evalua-

tion must occur, unless the local parties agree otherwise.

## **Methodology**

Where the future event is the introduction of Delivery Point Bar Coding (DPBC) for existing equipment or equipment that will cause a certain percentage of letter mail to be received by the unit in DPS, the following methodology will be used to *estimate* the impact of the event on city delivery routes:

Step 1. Determine the percentage of letter-sized mail *targeted* to be received in DPS order on the date when the adjustments will be implemented.

Step 2. Multiply percentage determined in Step 1 by the average letter-sized mail received during the week of count and inspection (from PS Form 1840, Column 1) to determine the number of letters for each route, *targeted* to be received in DPS order.

Step 3. Divide letters *targeted* to be received in DPS order (as determined in Step 2) by 18.

Step 4. Divide letters targeted to be received in DPS order (as determined in Step 2) by 70.

Step 5. Add results of Steps 3 and 4 to determine estimated impact.

Step 6. For routes where the carrier was under standard time during the week of count and inspection, multiply results of Step 5 by percentage of standard office time used during the week of inspection. The result is the estimated impact.

### **EXAMPLE 1:**

80 Percent Target for Letter Mail Carrier at/over\*  
Standard Time Allowance

2,700 Letters

80 Percent Automated

2,160 divided by 18 = 120 minutes

2,160 divided by 70 = 31 minutes

151 minutes = estimated impact

Note: If actual performance is over standard time allowance,

the standard casing allowance of 18 pieces per minute is used.

**EXAMPLE 2:**

80 Percent Target for Letter Mail Carrier used 85 Percent of Standard Time Allowance

2,700 Letters

80 Percent Automated

2,160 divided by 18 = 120 minutes

2,160 divided by 70 = 31 minutes

151 minutes = estimated impact

(Step 6) 151 x 85 Percent = 128 minutes = estimated impact.

It is mutually agreed that as the parties develop experience in estimating the impact of future events, adjustments to the above described methodology may be jointly adopted at the national level.

**Pending Grievances**

All pending grievances which involve the adjustment of routes for future events will be remanded to the local parties for resolution.

Date: September 17, 1992.

\* \* \*

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

**X-Route Alternative**

The parties have reached agreement on an alternative Route Adjustment strategy—X-Route. The decision to use the X-Route Concept is made on an installation wide basis, even though inspections and planning for individual units/zones may not occur at the same time. In units with more than one delivery unit/zone the planning process is repeated as each delivery unit/zone is inspected, assignments are evaluated and

adjustments are planned.

### **X-Route Process**

The X-Route process is an alternative approach to route adjustment in preparation for automation, particularly delivery point sequencing. An X-Route is, in effect, a letter carrier craft assignment held pending reversion. The workload will be divided among remaining routes when agreed upon percentage(s) of letter mail is being received at a unit/zone in delivery point sequence order. The process allows changes to be planned in advance and permits carriers to know what their assignments are expected to be in the automated environment. The X-Route process and time period are considered completed when the unit/zone has achieved the final targeted level of Delivery Point Sequence letter mail and the X-Route work has been distributed.

### **Pre-Agreement Phase**

If there is interest in attempting to utilize the X-Route alternative, local management will meet with the local union to review the provisions of this agreement. This includes a review of the attached Memorandum of Understanding on case configuration, the Work Methods Memorandum, guidance on the Hempstead case resolution and current base count and inspection data. If current route inspection data is not available, plans should be made to conduct route inspections in accordance with Article 41.3.S of the National Agreement to provide a basis to implement the remainder of this agreement.

If the parties are considering pursuing this alternative, they must be committed to mutual resolution of the outcome. Management will share the following information with the union:

The expected accounting period(s) and year that increases in bar-coded mail generated by the Automation Programs will impact the delivery unit/zone, such as customer prebarcoding, MLOCR, DBCS, and RBCS.

The projected impact on the delivery unit/zone of automated sort schemes, and the basis for the estimate.

### **Agreement Phase**



It must be understood, once the decision to use the X-Route process has been finalized, that decision can only be changed through joint agreement between the local union and management.

Since the planning and adjustment(s) in a delivery unit/zone using the X-Route alternative are a joint endeavor, the parties at the local level must first agree to a joint resolution process, should there be a barrier to full implementation of the parties agreement to use the X-Route alternative.

The parties will then meet to review route examinations for the unit/zone. This exercise is intended to result in agreed upon evaluations.

If the parties fail to reach agreement regarding the use of the X-Route alternative, management may proceed to implement strategies in concert with handbooks and manuals, the Hempstead Resolution, and the National Agreement to accomplish route adjustments. However, the provisions of this agreement are specific to application of the X-Route concept only and are not applicable to any other route adjustment method.

In working out the X-Route adjustment process for the delivery unit/zone, it is recognized and agreed that:

Management must develop the final targeted Delivery Point Sequencing percentage (from a low of 70% to a high of 85%) of delivery point sequencing letter mail for the X-Route period. That percentage is then used to estimate the impact on the unit/zone using the projection methodology outlined in the Hempstead resolution. The parties will jointly determine the number and identity of the routes that will be designated as X-Routes using the above estimates of the impact on the delivery unit. While the X-Route concept may not be applicable to all routes within an installation because of limiting circumstances (i.e., geographic considerations), such circumstances will not be a barrier to implementing the concept. This determination as to the non-applicability to certain routes will be made jointly.

The parties must jointly determine what realignment of routes (in-office or street territory) will be necessary to assure that X-Routes are strategically placed to facilitate the transfer of workload as delivery point sequencing evolves. The decision

as to when to realign the routes should be based upon the current need for realignment in order to place the routes on as near an eight-hour-basis as possible based upon the current evaluation from a recent inspection. The parties could decide to defer the proposed realignment of routes until Delivery Point Sequencing was implemented if no significant scheme changes were required to keep routes near eight hours, or they could decide to make the necessary scheme changes for the realignment of routes now if significant scheme changes were going to be needed to adjust routes to eight hours as currently evaluated. In no instance will the parties effect adjustment now based on the future event, except as provided under interim adjustments (below). The regular carrier on any route whose street territory is changed as a result of this adjustment and realignment may elect, on a one-time basis, to vacate his/her route and become an unassigned regular. Such action will not trigger the provisions of Article 41.3.0. All positions vacated in this manner will be posted and filled in accordance with the procedures set forth in Article 41.1.

Where exceptional circumstances require further adjustments, they must be jointly agreed to by the parties. The objective is to provide a smooth transition to the Delivery Point Sequencing environment. Such an outcome requires no change in day-to-day administration of curtailment procedures, auxiliary assistance or overtime.

The parties agree that adjustment strategies for Delivery Point Sequencing will vary based on individual offices, deployment schedules and types of deliveries. For instance, offices that will be impacted by RBCS destinating keying prior to Delivery Point Barcoding and offices further along in the deployment schedule may be at final targeted barcoding levels when Delivery Point sequencing commences and therefore require only one adjustment.

Some offices may initiate DPBC and Delivery Point Sequencing prior to full barcoding levels and require an interim adjustment strategy. Adjustment strategy decisions will be made jointly based on deployment schedules and current automation.

Once the Postal Service has implemented delivery point

sequencing and can demonstrate that the routes in a delivery unit/zone are receiving volumes at the targeted percentage, the local parties will implement the preplanned adjustments. Where an interim adjustment strategy will be necessary as described above due to the gradual increasing of DPBC levels, the local parties will meet and make interim adjustments by removing work from the X-Routes and assigning that work to the regular routes which will remain after full implementation of delivery point sequencing.

After the completion of each interim adjustment, the parties will jointly determine the amount of hours remaining on the X-Routes and will jointly decide how to efficiently combine assignments to provide the maximum number of full-time assignments. If this cannot be accomplished in an efficient manner, the parties may jointly decide to either form auxiliary assignments or split the remaining hours from these assignments to the regular routes that will remain once the final delivery point sequencing adjustments have been made. Where this latter option is agreed upon, it is understood that routes will be built up (not to exceed 8:20). If less than 100% of the routes will be built up, the following priority should be observed if efficiency can be maintained:

- (1) By seniority, routes whose regular carrier are on the Work Assignment List.
- (2) By seniority, routes whose regular carrier are on the Overtime Desired List.
- (3) By inverse seniority, carriers not on any Overtime Desired List.

Incumbents of, and bidders for, routes that are projected to continue after full implementation of automation will know, in advance, what portions of the X-Route a delivery route will receive after full delivery point sequencing is on-line. X-Routes will be posted for bid when vacant, as long as they remain full-time assignments. When an X-Route becomes vacant and is posted for bid, the bid notice will include the anticipated date of elimination.

When an X-Route is abolished, the full-time carrier assigned to that route will become an unassigned regular. He/she may,

within 30 days, review the list of residual vacancies within his/her bidding area and use his/her seniority to exercise a preference for that assignment. This may be accomplished by a bid posting limited to unassigned full-time carriers displaced by abolishment of X-Routes or by other means agreed to locally between the parties. (The provisions of Article 41.3.0., where they have been incorporated in the local memorandum, will not be triggered by this process.)

The use of transitional employees in a unit where route adjustments are achieved under the X-Route concept will be in accordance with the relevant National Interest Arbitration Award and any subsequent agreement(s) between the United States Postal Service and the National Association of Letter Carriers, AFL-CIO.

Date: September 17, 1992.

\* \* \*

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

It appears that, due to some differences in interpretation, there has been some lack of agreement between the parties locally on application of the January 16, 1992, Mittenthal Award on transitional employees (TE) in the Letter Carrier Craft. NALC and USPS have been meeting at the national level to resolve those differences and, with the exception of the PTF conversion issue that is presently awaiting national arbitration, we have reached accord regarding TE hire and utilization.

We anticipate that a joint TE booklet will be made available for reference in the next several weeks. In the meantime, the following information will serve to highlight areas of apparent disparity in interpretation where mutual understanding has now been reached.

*Completion of the DSSA* will be accomplished in accordance with existing instructions. It is in our joint interest to establish a

credible baseline from which realistic projections can be made. Thus, every effort will be made to avoid any inflation of baseline hours or the baseline/projection difference. In that regard, the parties agree that line 27 of the DSSA represents the average weekly difference between the authorized hours (shown on line 26) and the actual weekly hours being used by the unit, expressed as a percentage of authorized hours (line 26).

*DSSA - Union Review* - Management will make available to the local union all relevant information on which calculations are based. Union representatives will be allowed reasonable time to review management calculations on DSSAs. Our intent is to resolve DSSA and TE issues via information sharing and discussion rather than conflict and confrontation.

*TE Hire versus Baseline DSSA* - For purposes of implementing Parts 1c (1)-(4) of the Award, TEs may be hired only after a unit's baseline and projection DSSAs have been completed and the difference between the two has established a ceiling for TE hours. If, at that point, existing staffing is insufficient to meet the weekly requirements demonstrated by the baseline DSSA, TEs may be employed without current attrition as a prerequisite. However, those TE hours will be offset against the established ceiling of hours. The parties agree that TEs may be used to cover only those residual vacancies withheld pursuant to Article 12 since September 3, 1991.

*TE Hire versus Projected Attrition* - Where it is anticipated that attrition will satisfy the projected difference in staffing for automation, TEs will be employed to backfill for attrition only after the unit or installation has entered the transition period (defined as that length of time needed for attrition to fulfill staffing reduction requirements). In such circumstances, attrition prior to the transition period will be fulfilled by career employees, with the exception of residual vacancies withheld for excessing (another craft or installation).

*TE Use to Cover Opting* - Whether TEs are hired as soon as vacancies occur or after opting takes place, it is agreed that there will be no pyramiding of any defined TE hire opportunity.

*Held Pending Reversion* - These positions must be posted.

However, the residual vacancy that results from such posting will then be considered the held-pending-reversion vacancy. This vacancy will then be made available for opting as outlined in the award. When the original held-pending-reversion position is actually reverted, the carrier assigned to that position becomes an unassigned regular and is eligible to bid for any vacant duty assignment within his bid area.

*Workhour Guarantees* - While we recognize that TE scheduling is subject to a four-hour guarantee, local management has the responsibility to afford the PTF priority in scheduling workhours in accordance with the Mittenthal interest arbitration award.

### **TE Hire versus Excessing**

A full-time letter carrier may not be excessed and the resulting vacancy filled by a TE, except where management can demonstrate that, as a result of legitimate operational changes, there is insufficient work to continue to support a full-time position. For example, management may not abolish a full-time router position and excess the full-time letter carrier and hire or assign one or more TEs to perform the work of the abolished position, unless management can demonstrate that the work cannot be performed on a full-time basis in compliance with the requirements of the National Agreement.

Disputes concerning the above, if unresolved in the grievance procedure, shall be placed at the head of the regional (other than removal) arbitration docket.

The foregoing matters have been agreed to and will be elaborated on in the joint booklet. However, the intent of this memorandum is to clarify some areas of potential disagreement, to avoid grievances and to jointly provide an expeditious way to achieve the service improvements and savings that the TE award makes possible.

Date: September 17, 1992.

\* \* \*

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

**Re: TRANSITIONAL EMPLOYEES/PART-TIME  
FLEXIBLE CONVERSIONS**

1. All part-time flexibles (PTF's) currently on the rolls will be offered an opportunity to convert to full-time regular status by November 20, 1994. The conversion opportunity may be contingent on the PTF's agreement to move to an available full-time assignment during this period. However, it is the intent of the parties that any such requirement to change offices will not be utilized by management as a device to discourage conversions and that inconvenience and disruption to PTF's will be minimized.

PTF's will be converted to available full-time assignments in their current installation. If insufficient full-time assignments are available to accommodate all PTF's in an installation, the remaining PTF's will be offered the opportunity to transfer to available full-time assignments within the commuting area, and the local union will be provided a list of all such assignments. The local union representative will be responsible for ascertaining the preferences, by use of seniority, of the PTF's who decide to accept a conversion opportunity in another installation and for communicating that preference to management. If PTF's from different installations seek the same assignment in another installation, craft seniority will determine which PTF gets that conversion opportunity.

If the foregoing process does not result in the offer of a conversion to all PTF's in an installation, the Postal Service will identify other conversion opportunities, including assignments outside the commuting area, during the conversion period. Any decision by a PTF to transfer to another office under this agreement will be

considered voluntary.

2. In lieu of the DSSA analysis provided in the January 16, 1992, NALC Transitional Employee (TE) arbitration award, the parties will use the impact formula contained in the September 21, 1992, Hempstead Memorandum of Understanding to determine the number of TE hours allowed in a delivery unit due to automation impact. All such TE's will be separated in a delivery unit when Delivery Point Sequencing (DPS) is on-line and operational.
3. The parties further agree that in offices (automation impacted or non-impacted) where the number of PTF conversions exceeds the number of TE's allowed under the above impact formula, additional TE's may be hired to replace such PTF attrition. All such TE's will be separated from the rolls by November 20, 1994.
4. All pending national grievances seeking conversion of PTF's will be resolved by offering the affected PTF's the opportunity to convert to full-time regular assignments on a priority basis pursuant to this agreement. This agreement is without prejudice to the positions of either party with respect to any interpretive issue.
5. The parties at the local level will meet to review the current TE complement and pending TE or PTF grievances as follows:
  - The meeting will occur after the joint training and during the local meeting on Hempstead issues;
  - The parties will attempt to resolve any pending grievances, including appropriate remedies for violations, if any. The Postal Service's liability, if any, will be limited to any TE hours in excess of that allowed by paragraphs 2 and 3 above which occurred prior to the date of this agreement;
  - If TE hours in a delivery unit exceed that allowed by paragraphs 2 and 3 above, management must, no later than 3/1/93, either: (1) relocate TE's to another delivery unit to stay within the allowable limits; or (2) reduce work hours per TE, so as to



stay within the allowable limits; or (3) remove excess TE's from the rolls.

6. The parties herein express the desirability of affording future career employment opportunities to TE's. Consistent with that view, the parties agree to jointly explore the feasibility of such career opportunities, consistent with applicable law.

Date: December 21, 1992.

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

**Re: Transitional Employee Employment Opportunities**

In the interest of enhancing career employment opportunities for NALC transitional employees (TE), the Postal Service and the NALC agree to the following:

1. NALC TEs who have completed 180 days of employment as a TE and are still on the TE rolls may take the entrance examination for a career city letter carrier position. Only one such opportunity will be provided each eligible TE pursuant to this memorandum.
2. Eligible TEs who wish to take the examination must submit their request to their personnel office. The examination will be administered to eligible TEs who have submitted a request on a periodic basis, but no less than once each quarter.
3. The TEs' examination results will be scored, and passing scores will be merged with the appropriate existing city letter carrier register. Thereafter, normal competitive selection procedures will apply in making career city letter carrier appointments.
4. Eligible TEs who already have a passing test score on the city letter carrier register may take the examination again pursuant to this memorandum. At the request of the TE, the score

will be placed on the register in accordance with the current competitive selection procedure.

5. This memorandum will expire on November 20, 2006.

Date: April 25, 2002

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

**Re: City Letter Carrier DPS Work Methods**

This Memorandum of Understanding (MOU) represents the parties' final agreement regarding the October 8, 1998, Joint Work Methods Study to determine the more efficient work method for city delivery routes in delivery units where Delivery Point Sequence (DPS) has been, or will be, implemented. This MOU is based on the results of a joint study conducted by the parties pursuant to Chapter 5 of Building Our Future By Working Together to determine the relative efficiency of the composite bundle and vertical flat casing work methods in a DPS environment. Further, any interim or local agreements for handling the fourth bundle on park and loop and foot routes will continue until conversion to the DPS vertical flat casing work method. In accordance with paragraph 3 of the October 8, 1998, Joint Work Methods Study Agreement the following are the parties' joint instructions to the field:

1. There continue to be two approved DPS work methods: the composite bundle work method and the vertical flat casing work method. Any other work methods must be approved by Postal Service Headquarters prior to testing or implementation.

2 The parties have analyzed the results of the joint study and have determined that the vertical flat casing work method is the more efficient work method at all sampled percentage levels of DPS. Management may convert those routes that have vertical flat cases and are currently using the composite bundle work method to the vertical flat casing DPS work method.

3. On curblin routes and business routes where DPS is planned, but not implemented, management will determine the most efficient DPS work method. All other routes not yet converted to DPS which have vertical flat cases will use the vertical flat casing DPS work method.

4. On those routes where DPS is not currently planned but where DPS is implemented in the future, management will determine the DPS work method.

5. City letter carriers on a park and loop or foot route will not be required to carry more than three bundles.

Date: March 21, 2000

\* \* \*

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

It is hereby agreed by the U.S. Postal Service and the National Association of Letter Carriers, AFL-CIO that the following represents the parties' agreement with regard to implementation of the upgrade issue emanating from the September 19, 1999, Fleischli Award, our agreement regarding case configuration when using the vertical flat casing work method, and additional provisions relative to the 1998 National Agreement.

1. Effective November 18, 2000, all city letter carriers grade 5 will be upgraded and the pay differential of grade 6 carrier technicians shall be maintained in accordance with the procedures set forth in the attached Memorandum of Understanding.

2. The provisions of Article 35, Section 2, concerning the national joint EAP committee will be renewed for the remainder of the term of the 1998 National Agreement.

3. The Memorandum of Understanding Re: Leave Sharing found on page 161 of the 1994 National Agreement will be renewed for the remainder of the term of the 1998 National Agreement.

4. The Memorandum of Understanding Re: Sick Leave for

Dependent Care found on page 162 of the 1994 National Agreement will be renewed for the remainder of the term of the 1998 National Agreement.

5. The 30-day period of local implementation specified in Article 30 and the Memorandum of Understanding Re: Local Implementation will commence on October 2, 2000.

6. When management elects to reassess the case configuration of a route currently using the DPS Vertical flat casing work method or changes the DPS work method on a route from the composite bundle work method to the vertical flat casing work method, management will determine for each route, whether 4, 5, or 6 shelves will be used.

Date: March 21, 2000

\* \* \*

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