

Memorandum of Agreement
Between The
United States Postal Service
And The
American Postal Workers Union, AFL-CIO
Information Technology/Accounting Services

The United States Postal Service and the American Postal Workers Union, AFL-CIO agree to a new tentative labor agreement upon the following terms.

- Contract length :

Four year agreement

- Wages :

Effective January 20, 2007 - 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 on November 11, 2006.

Effective January 19, 2008 - 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 on November 11, 2006.

Effective January 17, 2009 - 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 on November 11, 2006.

Effective January 16, 2010 - 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 on November 11, 2006.

- COLA:

COLA continues under the current formula, with a base index of September 2006.

- Health Benefits:

The Employer's contribution to the APWU Health Plan Consumer Driven Self and family options will be 95% of the total premium, subject to the provisions of the attached Memorandum of Understanding. The Employer's contribution rate otherwise shall be reduced one point each year in 2008, 2009, 2010, and 2011. The limitation upon the Employer's contribution towards any individual employee shall be proportionately adjusted.

- Step Increases

Effective Date: May 23, 2009

RSC N (APWU) Grade 14 will increase by one step to Step O

RSC N (APWU) Grade 15 will increase by one step to Step O

RSC N (APWU) Grade 16 will increase by one step to Step O

RSC N (APWU) Grade 17 will increase by one step to Step Q

- Best Qualified Senior Developer, Bargaining Unit Level 23

During the life of the contract, 30 best qualified, Senior Developer, Level 23 positions will be created. The DCS-22 position will be gradually phased out through attrition. The foregoing is contingent upon the parties' acceptance of all position description and qualification standards changes/revisions referenced in this agreement.

- Position Descriptions Revisions and Upgrades/Downgrades:

Effective Date: March 1, 2008

(0334-3061) Computer Systems Analyst Associate/PDC Level 19 shall be revised to Computer Programmer Analyst Associate Level 19.

(0334-3056) Computer Systems Analyst Associate/PDC Level 20 shall be upgraded to Computer Systems Analyst/Programmer Level 21.

(0330-5003) Computer Systems Scheduler SR (PDC) Level 20 and (0330-4021) Computer Systems Scheduler (PDC) Level 17 shall be revised and upgraded to Computers Systems Scheduler Level 20.

(0335-3009) Computer Systems Specialist (PDC) Level 18 and (0332-3013) Computer Systems Operator Lead (PDC) Level 17 shall be revised and upgraded to Computer Operations Specialist Level 18.

(0335-4005) Computer Systems Specialist (JCL) SR (PDC) Level 18 and (0335-4008) Computer Systems Specialist JCL Level 16 shall be revised and upgraded to Production Support Technician Level 18.

(0332-3012) Computer Systems Operator SR PDC Level 14 and (0335-4007) Data Control Technician SR PDC Level 13 shall be revised and downgraded with saved grade to Computer Operations Support Specialist Level 11. The downgrades are contingent upon the Union's acceptance of the Professional Specialist Trainee program (Level 14-16-18).

(0332-3006) Computer Systems Operator PDC Level 11 shall be revised to Computer Operations Support Specialist Level 11.

(0335-3005) Data Control Technician PDC Level 10, (0335-2007) Tape Librarian (PDC) Level 9, and (0335-2008) Data Control Technician JR PDC Level 8 shall be revised and upgraded to Computer Operations Support Specialist Level 11.

Accounting Help Desk Level 17 shall be upgraded to Accounting Help Desk Level 18.

Accounting Level 11 shall be upgraded to Level 13 with a new job description and the Level 11 will be abolished. Payroll A, B, C Level 14 will receive a new job description.

The foregoing position description revisions and upgrades/downgrades are contingent upon parties' acceptance of all revised position description and qualification standards referenced in this agreement.

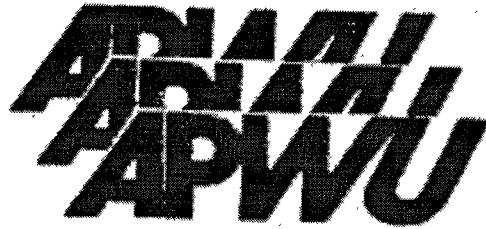
- Other Provisions:

In addition, the parties reached understandings on contract language changes in various articles and MOUs, and those changes are incorporated into this tentative agreement .

AGREEMENT

Between the
United States Postal Service
and the
American Postal Workers Union,
AFL-CIO
Covering
Information Technology/
Accounting Services

2007–2011



AGREEMENT

Between the
United States Postal Service
and the
American Postal Workers Union,
AFL-CIO
Covering
Information Technology/
Accounting Services Centers
2007-2011

**UNITED STATES POSTAL SERVICE
2007 IT/ASC NEGOTIATIONS
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NOTE

The provisions of the 1999-2001 2001-2007 Agreement covering the Information Systems/Accounting Service Centers remained in full force and effect from 12 midnight, January 20, 2001, January 20, 2007, until 12 midnight, August 23, 2002 [Insert Ratification Date].

1. Bold face type in the text indicates revised or new language.
2. Cross-references to relevant Memoranda of Understanding and Letters of Intent are included in the text of this Agreement; the location of the cross-references is for the convenience of the reader, and in no way affects the content or intent of this Agreement, the Memoranda, or the Letters of Intent.
3. Section headings are for the convenience of the reader, and in no way affect the content or intent of this Agreement, the Memoranda, or Letters of Intent.
4. Changes made in this Agreement pursuant to U.S. Postal Service structural changes in no way affect the content or intent of this Agreement, the Memoranda, or Letters of Intent.
5. Changes in Section numbering have been made for the convenience of the reader, and in no way affect the content or intent of this Agreement, the Memorandums of Understanding, or the Letters of Intent.
- ~~6. Changes made pursuant to the April 7, 2003, Extension Agreement have been incorporated into Articles 9, 21, and 41 (See Memo, pages 72-73).~~
6. Memorandums of Understanding that are incorporated into the ELM are deleted from this Agreement for purposes of eliminating redundancies. The deletion of the MOUs is not intended to change rights of the employee or employer. The MOUs that were deleted for this purpose are: Paid Leave and LWOP, Interest on Back Pay, and Sick Leave for Dependent Care.

UNITED STATES POSTAL SERVICE

2007 IT/ASC NEGOTIATIONS

PREAMBLE

This Agreement referred to as the ~~2004~~ **2007 Information Technology/Accounting Services Centers (formerly Information Systems/Accounting Service Centers)** Agreement is entered into by and between the United States Postal Service (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO (hereinafter referred to as the "Union"). The terms of this Agreement are effective as of ~~August 24, 2002~~, **[Insert Ratification Date plus 1]**, unless otherwise provided.

The term "day(s)" used throughout this Agreement is intended to refer to calendar day(s), unless otherwise specified.

When the term "Center(s)" is used in this Agreement, it refers to the ~~former Information Systems Centers~~, now known as **"Information Technology/Accounting Services Centers."**

~~(See Letter, page 136)~~

UNITED STATES POSTAL SERVICE
2007 IT/ASC NEGOTIATIONS

Section 8.09. Telephone Calls

When management determines a program operational problem exists and it necessitates calling or paging an employee, the employee shall be compensated for the duration of the call(s) or one (1) hour of pay at the applicable rate whichever is greater. Employees engaged in computer programming or system analyst assignments may be issued an electronic pager- **device and/or laptop** if a telephone call is anticipated, thus freeing employees from having to remain by their home telephones. If required to carry an electronic pager, **device and/or laptop**, the employee will be paid one (1) hour at the employee's base straight time rate for each twenty-four (24) hour period or fraction thereof. This payment is in addition to compensation for actual telephone calls.

UNITED STATES POSTAL SERVICE
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Section 16.02. Counseling

For a minor offense, counseling ~~in private~~ shall be the method of dealing with that offense.

~~Counseling is a private matter between the supervisor and the employee.~~ The supervisor and the employee shall sign and date a written statement which acknowledges the counseling and the reason(s) therefore. **Counseling is a disciplinary action.**

UNITED STATES POSTAL SERVICE
2007 IT/ASC NEGOTIATIONS

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

Re : Article 21 .1

The method for determining the Employer bi-weekly contributions to the cost of employee health insurance for those IT/AS APWU career employees enrolled in the APWU Health Plan Consumer Driven Self or Consumer Driven Family options (FEHBP Codes 474 and 475) shall be as follows:

A. The bi-weekly Employer contribution for APWU Health Plan Consumer Driven Self option or Consumer Driven Family option will be 95% of the total premium, subject to the conditions in parts B and C, beginning in Plan Year 2008.

B . The limitation upon the Employer's contribution toward the APWU Health Plan Consumer Driven Self and Consumer Driven Family options shall be 79% of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management in January 2008, January 2009, January 2010, and January 2011.

C . Those employees on the rolls November 21, 2006, but not enrolled in a FEHBP plan, and those employees hired after November 21, 2006, will receive the above Employer contribution in the APWU Health Plan Consumer Driven Self or Consumer Driven Family plans only after those employees are first enrolled in a FEHBP plan for a period

**of one full year. Otherwise, the Employer contribution for these
Employees who may choose to enroll in the APWU Health Plan
Consumer Driven Self or Consumer Driven Family plans shall be the
same as the contribution for other plans under this Agreement.**

UNITED STATES POSTAL SERVICE
2007 IT/ASC NEGOTIATIONS

Section 33.04 Future Changes

The unified promotion procedures currently being implemented for bargaining unit employees and used to effect the promotion of bargaining-unit employees, shall not be altered at the local level. The unified promotion procedures include the applicable provisions of Handbook ~~EL-311~~ **EL-312** and EL-303, part of which mandates the correct completion and use of PS Form 1796-B. If a change in the promotion procedures is deemed necessary, the proposed change will be subject to discussion by the National Labor-Management Committee. If mutual agreement by the parties cannot be reached, the proposed changes may be appealed to arbitration under the provisions of Article 19.

**UNITED STATES POSTAL SERVICE
2007 IT/ASC NEGOTIATIONS**

Article 37.11. Senior Qualified Positions:

The following bargaining unit positions in the Centers shall be filled within the functional assignment area by the senior qualified bidder meeting the qualification standards established for the position as indicated below:

1. Data Conversion, Group Leader (Occupation Code 0356-2004) from Data Conversion Operator (Occupation Code 0356-2003).
2. Data Control Technician (Occupation Code 0335-3005) from Data Control Technician, Jr. (Occupation Code 0335-2008).
3. ~~Postal Accounts Clerk (Occupation Code 0525-2019) is open for bid by the senior qualified bidder without regard to functional assignment area.~~
4. 3. Data Control Technician Senior (Occupation Code 0335-4007) from Data Control Technician (Occupation Code 0335-3005).
4. Facility Communication Technician, Sr. (Occupation Code 0332-3027) from Facility Communication Technician (Occupation Code 0332-3023).

**UNITED STATES POSTAL SERVICE
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Section 42.02 Duration

This Agreement shall be effective upon the date of execution, except where otherwise noted, and shall remain in full force and effect from ~~August 24, 2002~~, **[Insert Ratification Date]**, to and including 12 midnight ~~January 20, 2006*~~, **January 20, 2011**, 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.

(signed) Anthony J. Vegliante

(signed) William Burrus

Doug A. Tulino

Doug A. Tulino

William Burrus

Vice President

President

Labor Relations

American Postal Workers

United States Postal Service

Union, AFL-CIO

Dated: ~~October 07, 2002~~

~~* Extended to January 20, 2006, Pursuant to the April 7, 2003, Extension Agreement (See Memo pages 103-104).~~

UNITED STATES POSTAL SERVICE
2007 IT/ASC NEGOTIATIONS

Re: Leave Sharing

The Postal Service will continue a Leave Sharing Program during the term of the ~~2004~~ 2007 Agreement under which career employees will be able to donate annual leave from their earned annual leave account to another career employee, within the ~~same~~ Centers. In addition, career postal employees may donate annual leave to other family members that are career postal employees without restriction as to geographic location. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2. 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 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. 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.

UNITED STATES POSTAL SERVICE

IT/ASC 2007 NEGOTIATIONS

Re: Career Development

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

1. On an annual basis, if requested by the employee, supervision will meet with the employee and discuss the employee's goals and objectives as well as those of the Centers. This discussion will include an appraisal of the employee's progress and any suggestions as to how career advancement could be improved. These discussions shall be a private matter between the supervisor and the employee and shall not be grievable. There shall not be any notations pertaining to such discussions, other than the fact that such discussions occurred, maintained in the employee's personnel file.

~~2. Management Designees will encourage local accredited colleges or universities to provide career oriented literature, career counseling, or presentations on the curriculum available for interested employees desiring to advance their careers in data processing, accounting or related fields.~~

3. 2. Consistent with budgetary restraints, service requirements and their individual qualifications and potential, employees will be given an opportunity to attend appropriate professional seminars, obtain tuition assistance and USPS training classes.

**UNITED STATES POSTAL SERVICE
IT/ASC 2007 NEGOTIATIONS**

Re: Bargaining Unit Computer Tape Information

Pursuant to the provisions of Article 31, of the ~~Information Technology/Accounting Service Centers Agreement~~, the Employer shall, on an accounting period basis, provide the Union with the following information on each employee in the Centers bargaining unit; ~~on a separate part of the computer tape provided to the APWU under the National Agreement;~~

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

The Postal Service will provide the Union with the information above without charge.

UNITED STATES POSTAL SERVICE
2007 IT/ASC NEGOTIATIONS

Re: Alternative Work Schedules

The parties agree to continue the Pilot Program on Alternative Work Schedules at the Accounting Services and IBSSC, Eagan, MN and Accounting Services, San Mateo, CA. Further expansion to include other centers would be made at the determination of the individual Center management.

A Local Task Force may be appointed that will be comprised of two Management representatives and two Union representatives. The Local Task Force will co-partner with the Center Manager to implement a pilot Alternative Work Schedule if a determination is made to expand the program to the Center. The implementation will be according to the Alternative Work Schedule procedures that are currently utilized in Eagan and San Mateo.

Any issues on the local program will be discussed and reviewed by the Local Task Force and if there is no agreement on resolution, the issue will be forwarded to the National Task Force.

Either party to this memorandum may discontinue the pilot program at any location upon sixty (60) days written notice to either party.

It is further understood by the parties to this Agreement that this Memorandum of Understanding expires by its terms at the expiration of this Agreement.

Memorandum of Understanding
Between The
United States Postal Service
And The
American Postal Workers Union, AFL-CIO
Information Technology/Accounting Services

Re: Information Technology Casuals

The parties agree that due to the unique nature of certain system development needs over the term of the 2004 2007 Information Technology/Accounting Services Center Agreement, it will be necessary for Information Technology (IT) to use an increased number of contractor/casuals within the IT Centers in the development of new systems and technologies. The parties further acknowledge that presently there are not sufficient numbers of bargaining unit programmers, with the required skills, to work on these new applications. However, the Employer acknowledges the need to mentor and train bargaining unit employees in the use of new systems and systems language as it relates to various current and future development projects within the IT Centers.

In furtherance of these objectives, the parties agree to the following principles.

The percentage of contractor/casuals to be used in the IT Centers will be increased to nine fifteen per-cent (915%) of the total IT/ ASC regular bargaining unit work force. Included in the 915% number, will be any Article 7, Section 7.02, casual employees used in the Accounting Service Centers (ASCs). The IT Contractor/Casuals used in the IT Centers will not be limited to two (2) ninety (90) day terms of employment in a calendar year, but may be employed up to 360 days in a calendar year.

Contracts entered into by the Postal Service for new development-related work to be done on site in the IT Centers will include provisions that the contractor/casuals will mentor and train bargaining unit employees in the use of new systems and systems language as it relates to various current and future development projects within the IT Centers. A new development project is defined as: new systems or sub-systems; or, upgraded technology that enhances or replaces existing technology or systems. Training and mentoring of bargaining unit employees

will occur when there are three or more contractor/casuals working on a new development project within a center. The bargaining unit employee(s) will be assigned to this type of project at the ratio of one (1) bargaining unit employee to each three (3) contractor/ casuals working on a project. For this type of project, the parties recognize that bargaining unit employee(s) may be working less than 100 per-cent of their time on a project. For a new development project that may employ less than three (3) contractor/casuals for a total of less than 80 hours, Center Management will review the project to ascertain whether it would be advantageous for a bargaining unit employee to be assigned to work on that project. If a bargaining unit employee is assigned, the parties recognize that the bargaining unit employee may be working more that 50 per-cent but less than 100 per-cent of his/her time on this type of a project.

With reference to the above-discussed contractor/casuals, any contractor/casual that works exclusively in a backfill capacity, which would allow bargaining unit employees to work in other than their normal bid assignment in order to be mentored and trained, will not be counted in the 159% limit on the number of IT contractor/casuals who may otherwise be employed.

~~The parties agree that the Employer will provide the Union with a quarterly listing of the total number of Article 7 casuals working in all of the IT/ASC Centers and the number of Article 7 casuals by each IT/ASC Center. This listing will also provide the total number of contractor/casuals working in all of the IT Centers and the number of contractor/casuals by each IT Center. Additionally, the Employer will provide a listing of the new development projects in which IT bargaining unit employees are involved at the IT Centers.~~ **Upon request, the Union will be provided with casual count information necessary to enforce the terms of this MOU.** Issues that arise regarding this Memorandum of Understanding may be discussed during the National Labor-Management Meeting.

The Postal Service agrees to maintain the IT complement of positions existing as of **January 20, 2007**, ~~August 24, 2002~~, for the duration of the Agreement. Notwithstanding the parties' agreement to guarantee the IT positions, the agreement does not guarantee a specific number of positions in any center. In the event that an employee refuses a reassignment to another Center, the Postal Service may revert the position.

Provisions in this Memorandum of Understanding will extend to ~~December 31, 2005~~ **January 20, 2011.**

Memorandum of Understanding
Between The
United States Postal Service
And The
American Postal Workers Union, AFL-CIO
Information Technology/Accounting Services

RE: Help Desk Casuals

The parties agree that no more than 15% of combined total career employees in the help desk bargaining unit may be used as 360 day casuals (no "in lieu of" restriction). The 360 day casual employees may only be used in the entry level help desk positions (DCS-13) and the Postal Service has the flexibility to use the 360 day casual allotment in any combination at the help desks. The casuals in the help desk count toward the 5% limit in Article 7.03.E and the 15% limit in the IT Contractor MOU. Upon request, the Union will be provided with casual count information necessary to enforce the terms of this MOU. This MOU expires on January 20, 2011.

UNITED STATES POSTAL SERVICE
2007 IT/ASC NEGOTIATIONS

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

Re: Time Limitations Concerning Bone Marrow, Stem Cell, Blood Platelet,
and Organ Donations

As to the time limitations applicable to bone marrow, stem cell, blood platelet, and organ donations, the parties agree the maximum administrative leave that can be granted per leave year to cover qualification and donation is limited to the following:

a. A full-time or part-time regular career employee is limited to:

- (1) For bone marrow, up to 7 days;
- (2) For stem cells, up to 7 days;
- (3) For blood platelets, up to 7 days; and
- (4) For organs, up to 30 days.

b. A part-time flexible or transitional employee may be granted leave up to the limits set forth above. The amount of leave that may be granted will be based on the employee's average daily work hours in the preceding 26 weeks, but not to exceed 8 hours per day.

UNITED STATES POSTAL SERVICE
2007 IT/ASC NEGOTIATIONS

MEMORANUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Bereavement Leave

IT/AS represented employees may use a total of up to three workdays of annual leave, sick leave or leave without pay, to make arrangements necessitated by the death of a family member or attend the funeral of a family member . Authorization of leave beyond three workdays is subject to the conditions and requirements of Article 10 of the National Agreement, Subsection 510 of the Employee and Labor Relations Manual and the applicable local memorandum of understanding provisions.

Definition of Family Member. "Family member" is defined as a:

- (a) Son or daughter -- a biological or adopted child, stepchild, daughter-in-law or son-in-law ;
- (b) Spouse ;
- (c) Parent;
- (d) Sibling -- brother, sister, brother-in-law or sister-in-law ; or
- (e) Grandparent.

Use of Sick Leave. For employees opting to use available sick leave, the leave will be charged to sick leave for dependent care, if eligible.

Documentation. Documentation evidencing the death of the employee's family member is required only when the supervisor deems documentation desirable for the protection of the interest of the Postal Service .

UNITED STATES POSTAL SERVICE
2007 IT/ASC NEGOTIATIONS

LETTER OF INTENT

Re: Best Qualified Promotion Process

The parties agree to meet at the National level within 90 days to review and discuss ideas for the best qualified promotion process. During this meeting the parties are free to discuss any facet of the promotion process. The parties agree that this Letter of Intent will not be published in the National Agreement.