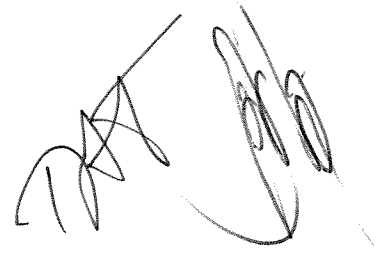


**Memorandum of Agreement
Between The
United States Postal Service
And The
American Postal Workers Union, AFL-CIO**



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 November 25, 2006 _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 September 2, 2006.

Effective November 21, 2009 _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 September 2, 2006.

- **Upgrade:**

Effective February 16, 2008, all eligible employees covered by this agreement shall receive a one pay level upgrade. This upgrade will be implemented by the adoption of a new pay schedule. See attached pay schedule.

- **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.

- **COLA:**

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

- **Uniform Allowance:**

Increased 2.5% each year of contract.

- **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.

Operating Services Division
 Headquarters & Facilities Services Section, Merrifield, VA
 New Pay Schedule Applying November 2006 1.3% General Increase and February 2008 Upgrade
 PRELIMINARY-DOES NOT INCLUDE MARCH 2007 OR SEPTEMBER 2007 COLA PAYMENTS

RSC K (APWU)

OLD Grade	NEW Grade	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	Most Prev. Step
		2	3	29,420	32,471	35,020	37,568	41,338	41,671	42,001	42,344	42,674	43,013	43,345	43,680	44,018	44,347	44,683
3	4	29,899	33,014	35,637	38,267	42,135	42,498	42,860	43,224	43,586	43,954	44,319	44,678	45,041	45,404	45,766	46,131	363
4	5		32,830	36,327	39,044	43,022	43,415	43,807	44,195	44,590	44,985	45,374	45,764	46,156	46,548	46,940	47,329	392
5	6		34,730	38,481	41,289	43,981	44,404	44,830	45,252	45,671	46,097	46,518	46,942	47,365	47,789	48,212	48,639	423
6	7		36,767	40,785	42,236	45,005	45,464	45,927	46,386	46,844	47,311	47,771	48,227	48,691	49,148	49,609	50,071	459
7	8		37,639	41,775	43,282	46,133	46,623	47,121	47,615	48,105	48,601	49,094	49,587	50,080	50,577	51,067	51,559	493
8	9				43,770	47,320	47,859	48,392	48,930	49,471	50,002	50,537	51,075	51,610	52,151	52,684	53,224	541
9	10				44,973	48,630	49,211	49,791	50,368	50,946	51,529	52,105	52,686	53,266	53,850	54,427	55,009	581
Step Increase Waiting Periods (In Weeks)																		
Steps (From-To)	AA-A	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O	Yrs.		
Grades 3-4	96	96	88	88	44	44	44	44	44	44	34	34	26	26	24	14.9		
Grade 5		96	96	88	44	44	44	44	44	44	34	34	26	26	24	13.2		
Grades 6-8			96	96	44	44	44	44	44	44	34	34	26	26	24	12.4		
Grades 9-10					52	44	44	44	44	44	34	34	26	26	24	8.8		

**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 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.**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, 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 **with a disability under the Rehabilitation Act (the "Act")** and applicants represented by the APWU who request assistance in communicating with or understanding others in work related situations, such as **but not limited to:**

- a. During investigatory interviews which may lead to discipline, discussions with a supervisor on job performance or conduct, or presentation of a grievance **pursuant to Article 17 and other provisions of the collective bargaining agreement.**
- b. During some aspects of training including formal classroom instruction.
- c. During portions of EAP programs or EEO counselings.
- d. In critical elements of the selection process such as during testing and interviews.
- e. During employee orientations and safety talks, CFC and saving bond drive kickoff meetings.
- f. During the filing or meetings concerning an employee's OWCP claim.

A reasonable accommodation must be approached on a highly individual, 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: 5

- The ability of the deaf and 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, **but are not limited to the following:**

- 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, **such as through Video Remote Interpreting (VRI) technology, if available, postal-approved and authorized or other new and evolving technology that is authorized and approved.**
- 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, **such as day-to-day instructions and routine communications**, written communications may be appropriate based on the employee's ability to **comprehend** written communications.
- e. Supervisors, training specialists, EAP, and EEO counselors may be trained in sign language.
- f. **APWU represented** deaf or hard of hearing applicants **will** be scheduled for a specific examination time when an interpreter will be available.
- g. State or Federal relay services **or other postal-approved technology, such as Video Relay Service (VRS) or VRI, if available and authorized, or other new and evolving technology that is available, authorized and approved**, may provide a way for a deaf or hard of hearing employee to conduct postal business by telephone with other employees and customers.

- h. When possible, interpretive services as described in (a) through (f) above should be scheduled as far in advance as possible.**
- i. In the event of an emergency situation, the Postal Service will strive to communicate the nature of the emergency as soon as possible.**

Management will provide the following assistance for deaf and/or hard of hearing employees **with a disability under the Act**:

- 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 communications devices for the deaf will be installed in all postal installations employing deaf employees in the regular work force. Special communications devices, or telephone volume control devices will be installed for hard of hearing employees whenever a hard of hearing employee needs 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 communication 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 necessary for a hard of hearing employee.
- d. Visual fire alarms 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 be discuss and seek to agree at the local level about the installation in such other facilities as may be appropriate.

JOINT LABOR-MANGEMENT 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, **including recruitment and hiring efforts**, type of special communications 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.

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

Re: Bereavement Leave

APWU 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; or
- (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.

**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.**

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

Re: Removal of Social Security Number References

The parties agree that the Postal Service intends to strive to remove social security numbers from all bid-related forms (*e.g.*, PS Forms 1717 and 1717A), PS Form 1723, Notice of Assignment, and any other postal form where the social security number is not necessary to the form's processing. In such cases, the Employee Identification Number (EIN) will be substituted.

MEMORANDUMS OF UNDERSTANDING

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

Re: Layoff Protection

Each employee who is employed in the regular work force as of November 20, 2006, and who has not acquired the protection provided under Article 6 shall be protected henceforth against any involuntary layoff or force reduction during the term of this Agreement. It is the intent of this Memorandum of Understanding to provide job security to each such employee during the term of this Agreement; however, in the event Congress repeals or significantly relaxes the Private Express Statutes this Memorandum shall expire upon the enactment of such legislation. In addition, nothing in this Memorandum of Understanding shall diminish the rights of any bargaining-unit employees under Article 6.

Since this Memorandum of Understanding is being entered into on a nonprecedential basis, it shall terminate for all purposes at midnight, November 20, 2010, and may not be cited or used in any subsequent dispute resolution proceedings.

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

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 this Agreement.

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

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

Re: Interest on Back Pay

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

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

Re: Sick Leave for Dependent Care

The parties agree that, during the term of the **2006** National Agreement, sick leave may be used by an employee to give care or otherwise attend to a family member having 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.

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

Re: Leave Sharing Program

The parties agree that the career employees of the Operating Services may participate in the Leave Sharing Program established by the Postal Service. Under this program, career postal employees will be able to donate annual leave from their earned annual leave account to another career postal employee. 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.

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

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.

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

Re: Role of Inspection Service in Labor Relations Matters

The parties recognize the role of the Postal Inspection Service in the operation of the Postal Service and its responsibility to provide protection to our employees, security to the mail and service to our customers.

Postal Inspection Service policy does not condone disrespect by Inspectors in dealing with any individual. The Postal Inspection Service has an obligation to comply fully with the letter and spirit of the Operating Services Agreement between the United States Postal Service and the American Postal Workers Union, AFL-CIO, and will not interfere in the dispute resolution process as it relates to Articles 15 and 16.

The parties further acknowledge the necessity of an independent review of the facts by management prior to the issuance of disciplinary action, emergency procedures, indefinite suspensions, enforced leave or administrative actions. Inspectors will not make recommendations, provide opinions, or attempt to influence management personnel regarding a particular disciplinary action, as defined above.

Nothing in this document is meant to preclude or limit Postal Service management from reviewing Inspection Service documents in deciding to issue discipline.

APWU _____
USPS _____

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

Re: Offsite Safety and Health Program

It is the responsibility of management to provide safe working conditions. The union will cooperate with and assist management to live up to this responsibility.

The Postal Service Safety and Health Program and OSHA standards and regulations cover Postal employees who perform Postal Service duties in private employers' establishments and while delivering mail and performing other activities off Postal Service property. To ensure that employees are protected, safe and healthful working conditions must be provided through engineering and administrative controls, personal protective equipments, enforcement of safe work practices, withdrawal of employees from the private sector facility, and, if necessary, curtailment of mail. The purpose of routine safety and health program evaluations is to measure the effectiveness of the Postal Service Safety and Health Program at each organizational level, ensure OSHA compliance, and promote a model for effective safety and health programs. The Postal Service will ensure that the work area(s) and equipment for APWU represented employees in offsite locations are safe.

The National Joint Labor Management Safety and Health Committee will discuss and work toward creating an implementation process to ensure employees in offsite locations are fully protected by the Postal Service's Safety and Health Program.

The parties understand that the above applies to Headquarters related facilities, and that Operating Service employees may be assigned temporarily to work at Headquarters related facilities in the area.

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

Re: Electronic Access to Information

The parties agree that the Union will be provided all current handbooks, manuals, and published regulations that are on USPS PolicyNet in an electronic format. The parties shall **continue meeting** to determine the best means for providing this information.

In addition, the parties agree that reports currently provided to the union in hard-copy will be transmitted electronically when it is possible to do so.

Furthermore, in recognition of the Postal Service's increasing movement to electronic record-keeping, within 30 days of the signing of this memorandum, the parties will convene a working group to include representatives from management and the union to work out a means to provide for the electronic inspection and review of documents, files and other records necessary for processing of grievances and/or determining whether a grievance exists, and/or for collective bargaining or the enforcement, administration or interpretation of the collective bargaining agreement. The working group will include the necessary technical experts and will meet as needed in order to implement this understanding.

APWU _____
USPS _____

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

Re: Annual Leave Exchange Option

The parties agree that APWU career employees will be allowed to sell back a maximum of forty (40) hours of annual leave prior to the beginning of the leave year provided the following two (2) criteria are met:

- 1) The employee must be at the maximum leave carry-over ceiling at the start of the leave year, and
- 2) The employee must have used fewer than 75 sick leave hours in the leave year immediately preceding the year for which the leave is being exchanged.

This Memorandum of Understanding expires with the expiration of the ~~2000~~ **2006** National Agreement.