

Agreement

between

**UNITED STATES
POST OFFICE DEPARTMENT**

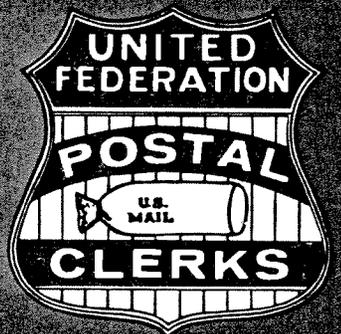
and the

**UNITED FEDERATION
OF POSTAL CLERKS**

AFL-CIO

Signed: August 31, 1966

WASHINGTON, D. C.



PREFACE

This volume is a copy of the National Agreement re-negotiated by the United Federation of Postal Clerks and the six other national exclusive postal employee organizations acting as a unit and the Post Office Department in 1966.

In order to focus the attention of local negotiating teams on those parts of the National Agreement providing for local negotiations, all provisions permitting local negotiations are shown in brackets.

All new material in the Agreement is identified either by underlining or by a wavy vertical line in the left-hand margin. It will be noted that the entire Agreement has been renumbered and relettered, uniformly, for ready identification of an Article or Section of an Article.

There were three general changes made throughout the Agreement: (1) all references to "Postmaster" were changed to "Installation Head"; (2) wherever reference was made to "arbitrarily" in making reassignments it was changed to "involuntarily"; (3) wherever reference was made to "preferred duty assignment(s)" (meaning scheduling, work days, hours, schemes, location, etc.), it was changed to "assignment(s)".

BASIC AGREEMENT

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NOTE: Pages 110 through 115, and 130 through 137 do not apply to the Clerk Craft.

ARTICLE I

Recognition

A. Coverage

1. This basic agreement, called the "Agreement," and such other agreements entered into to supplement or amend this Agreement, represent and constitute an agreement between the Post Office Department, called the "Department," and the following alphabetically listed Organizations of employees of the Post Office Department, called the "Organizations," on personnel policies and practices and working conditions.
2. This Agreement covers all craft or occupational group employees of the Department in units, established at the national level, for which the Organizations have been certified by the Department as the exclusive representatives. Each individual employee organization represents only those craft or occupational employees in units, established at the national level, for which that organization has been certified by the Department as the exclusive representative. The units established include those craft or occupational group employees under the jurisdiction of postmasters and employees in the same craft or occupational group who are employed in a field activity managed by an official other than a postmaster, which is engaged in mail processing and/or delivery operations.
3. The Department may accord recognition in new independent installations or established installations when the question of representation status within the unit is raised. The determination of recognition will be made after consultation with the employee organizations involved at the national level.

National Association of Letter Carriers, AFL-CIO (City Letter Carriers)

National Association of Post Office and General Services Maintenance Employees, AFL-CIO (Maintenance Employees)

National Association of Post Office Mail Handlers, Watchmen, Messengers & Group Leaders, AFL-CIO (Mail Handlers)

National Association of Special Delivery Messengers, AFL-CIO (Special Delivery Messengers)

National Federation of Post Office Motor Vehicle Employees, AFL-CIO (Motor Vehicle Employees)

National Rural Letter Carriers Association (Rural Letter Carriers)

United Federation of Postal Clerks, AFL-CIO (Postal Clerks)

B. Exclusions

It is recognized pursuant to the eligibility requirements as set forth in the Notice of Election and the subsequent certification of the units thereof that the following employees in the described units are not covered by this Agreement:

- All managerial employees
- All supervisory employees
- All Postal Inspection Service employees
- Employees directly engaged in personnel work in other than a clerical capacity
- All employees on active duty in the United States Armed Forces
- All employees working in postal field installations not under the jurisdiction of a postmaster except as provided in this Article.

ARTICLE II

Purpose

The well-being of the employees and the efficient and economic operation of the Department require that orderly and constructive relationship be maintained between the Department and the Organizations. The participation of employees in the formulation and implementation of employee policies and procedures affecting them contributes to the effective conduct

of the public business. The parties to this Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish stable and meaningful relations based upon this Agreement.

ARTICLE III

Management Rights

In compliance with Sec. 7 of Executive Order 10988:

1. In the administration of all matters covered by the Agreement, officials and employees are governed by the provisions of any existing or future laws and regulations, including policies set forth in the Federal Personnel Manual and Post Office Department regulations, which may be applicable, and the Agreement shall at all times be applied subject to such laws, regulations and policies, except as provided in Article XXVI, entitled Postal Manual Conflict.
2. Management officials of the Post Office Department retain the right, in accordance with applicable laws and regulations and this Agreement (a) to direct employees of the Department, (b) to hire, promote, transfer, assign, and retain employees in positions within the Department, and to suspend, demote, discharge, or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the Government operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted, and (f) to take whatever actions may be necessary to carry out the mission of the Department in situations of emergency, 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.
3. It is a prerogative of management to determine the complement of an installation, and to establish duty assignments. When complement and duty assignments have been established, by management, employees will be placed in such duty assignments pursuant to the provisions of the National or local agreements as limited by law or regulation.

ARTICLE IV

Organizations' Rights

A. Scope of Negotiations

1. In exercising authority to make rules and regulations relating to personnel policies and practices and working conditions, the Department shall have due regard for the obligation imposed by this Article, but such obligation shall not be construed to extend to such areas of discretion and policy as the mission of the Department, its budget, its organization and the assignment of its personnel, or the technology of performing its work.
2. The organizations may negotiate in the general area of working conditions, personnel policies and practices. As a general rule, negotiable matters must be within the administrative discretion of the Postmaster General, be permissible by applicable laws, Executive Orders, Civil Service Commission and other applicable non-Post Office Department regulations. The organizations have a right to negotiate or consult as appropriate regarding changes in regulations or policy affecting personnel policies, practices and working conditions.
3. Both parties, when formulating proposals or counter-proposals, shall consider that they may not negotiate provisions that are in conflict with:
 - a. Law
 - b. Regulations of the Civil Service Commission and the Department of Labor.
 - c. Matters not within the administrative discretion of the agency.

B. Responsibilities

1. The Organizations shall not (a) assert the right to strike against the Government of the United States or any agency thereof, or to assist or participate in any such strike or impose a duty or obligation to conduct, assist or participate in any such strike, or (b) advocate the overthrow of the constitutional form of Government of the United States, or (c) discriminate with regard to terms or conditions of mem-

bership because of race, color, creed or national origin. Violations of these provisions shall be the basis for the withdrawal of recognition of the particular organization concerned.

2. Each employee organization shall be responsible for representing the interests of all such employees in their respective units without discrimination and without regard to employee organization membership.

C. Standards of Conduct and Code of Fair Labor Practices

The Department agrees to observe all rights extended to the Organizations under the Standards of Conduct for Employee Organizations and the Code of Fair Labor Practices in the Federal Service as prescribed by the President, May 21, 1963, and the Organizations agree to observe and subscribe to said Standards of Conduct and Code of Fair Labor Practices.

D. Exchange of Information

1. Recognizing that to a great extent the interests of the Department and of the Organizations are the same and that the exchange of information is one of the simplest methods of promoting mutual understanding and cooperation, it is the right of the Organizations which have exclusive or formal recognition at any level to be given information directly bearing on personnel policies and procedures and working conditions, and also information which may have an indirect impact upon personnel. This is intended to include, insofar as possible, the free exchange of information on subject matter which may not necessarily be proper for consultation or negotiation. It does not mean the Organizations will be given all Departmental documents. All such information should be submitted as far in advance as practicable and should be withheld only for security reasons.
2. Each individual employee organization that is a party to this Agreement shall be given the opportunity to be represented at discussions at the national level between officials of the Department and employees and/or employee representatives concerning grievances, personnel policies and

practices, and other matters affecting general working conditions of craft or occupational group employees in the unit represented on a national basis by the individual organization.

3. A representative of an Employee Organization having exclusive recognition has the right to be present and the postal official at the regional or local level is obligated to offer such Employee Organization representative an opportunity to be present when matters affecting the craft group are being presented by and/or discussed with employee organizations.
4. Each organization has been recognized as the exclusive representative of craft or occupational group employees of an appropriate national unit and is entitled to act for and to negotiate supplemental agreements for all employees in their respective units.

E. Bulletin Boards

Separate bulletin boards for the exclusive use of each organization party to this Agreement will be placed in each installation in all swing rooms and work areas if space is available and it is otherwise feasible. One bulletin board will be placed at each appropriate location for the exclusive use of the Organizations if it is not possible to have one available for each organization party to this Agreement. The head of the installation shall determine the number and location of the boards, shall pass on the suitability of material for posting if, after posting, the question of suitability is raised, and shall otherwise govern use of the boards. Prior to the removal of a posting, the installation head shall discuss with the Craft Representative. If no agreement is reached, a copy of the bulletin in question shall be initialed, dated and reason for removal noted by the installation head and returned to the Craft Representative.

F. Distribution of Information

Literature or notices may be distributed or posted at appropriate points within work areas of a postal building by employees of the installation serving as representatives of employee groups that are party to this Agreement. As a guide to organization

officials, literature containing attacks or propaganda against the United States Government or its agencies or against individuals may not be posted or distributed on Federal premises. The distribution of literature will be permitted provided it is done "off the clock" and does not interfere with work being done by other employees. The distribution and posting of material of employee groups does not constitute endorsement of the material by the postal official in charge of the installation, or higher authority, and nothing may be contained in the material distributed or posted that will appear to constitute an endorsement. The Organizations agree that advertisements, circulars, placards, handbills, cards or notices relating to any private business and pictures, cartoons, or other documents of a political character designed to influence an election in favor of any candidate may not be placed on the walls or elsewhere for public exhibition within areas used for postal activities, or the lobbies thereof, or on any portion of the post office premises. These provisions extend to nonpostal space in Government buildings operated by the Post Office Department.

ARTICLE V

Employee Rights

A. Right to Participate

1. Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from such activity. The freedom of such employees to assist any employee organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.
2. Participating in the management of or acting as the representative of an employee organization is not permitted if such activity would result in a conflict of interest or would be incompatible with law or the official duties of the employees.

B. Conflict of Interest

"Conflict of interest" shall be applied to include "persons who make or recommend management policies or who direct, control, or supervise operations or personnel, and those associated with or assisting in such direction or control;" for example:

1. employees who have responsibility for directing and controlling the program operations of the Department;
2. those supervisors who have significant managerial responsibilities;
3. employees serving in support activities whose principal duties involve advising or assisting management on program administration and/or manpower utilization in other than a clerical capacity;
4. employees directly engaged in personnel work in other than a clerical capacity;
5. employees whose assigned duties require that they represent the interests of the Department at any level in any manner in consultation or negotiation with representatives of any employee organizations.

C. Individual's Rights

The terms of this Agreement do not:
Preclude any employee of the Department from bringing matters of personal concern to the attention of appropriate officials of the Department in accordance with applicable law, rule, regulation, or established Departmental policy, or from choosing his own representative in a grievance or appellate action.

ARTICLE VI

Administration and Interpretation

A. Restrictions

1. In the administration of matters covered by the Agreement, officials of the Department and the Organizations, and all employees are governed by the provisions of any existing or future laws, executive orders, and regulations, including

policies set forth in the Federal Personnel Manual and the Department's regulations which may be applicable. The Agreement and all supplements or amendments thereto shall at all times be subject to such laws, executive orders, regulations and policies as may be in effect now or in the future. No supplemental agreement nor any local nor other agreement may change the terms or conditions of this Agreement.

2. This Agreement does not:

- a. Preclude or restrict consultations and dealings between the Department and any veterans organization with respect to matters of particular interest to employees with veterans preference, or
- b. Preclude the Department from consulting or dealing with any religious, social, fraternal or other lawful association, not qualified as an employee organization, with respect to matters or policies which involve individual members of the association or are of particular applicability to it or its members, when such consultations or dealings are duly limited so as not to assume the character of formal consultation on matters of general employee-management policy or to extend to areas where recognition of the interest of one employee group may result in discrimination against or injury to the interest of other employees.

B. Labor-Management Meetings at National Level

1. The Department through appropriate officials and representatives shall meet with the Organizations one day during the first week of each month and such other times as is necessary to confer, but not negotiate, with respect to nationwide personnel policies and practices and matters affecting working conditions, matters affecting the Basic Agreement, supplements thereto and interpretations and disputes arising out of the administration of local agreements.
2. Disputes arising out of the administration of local agreements will not be considered until all efforts to settle the dispute at the local and regional level have been exhausted.
3. The Department will also confer on the status of current and new projects and programs, including Mail Processing

and Delivery activities, and other matters which affect employees covered by this Agreement.

4. The Department agrees to contact the Organization or Organizations concerned before action is taken when there is a doubt as to the proper interpretation of the National Agreement, unless an emergency situation exists.
5. The agenda for the regular monthly meeting may also provide for a discussion by Departmental officials of the status of current projects and new programs. Such monthly meetings shall not preclude at such other times as is reasonable any of the individual organizations which are party to this Agreement from meeting with the Department concerning activities of the Department of interest to the employees in the appropriate craft or occupational group. Minutes of the monthly Labor-Management Meetings shall be furnished to each Organization party to this Agreement. Decisions agreed to are to be policy and shall be implemented by the Department.

C. Processing Alleged Violations at Local Level of National Agreement

1. Any organization granted exclusive or formal recognition at the local level alleging that the National Agreement and National Supplemental Agreements have been violated on the local level may file a written protest with the Regional Special Assistant for Employee Relations with a copy to the installation head, the regional representative of the national Exclusive Organization of the craft involved, and the regional representative of the local filing the alleged violation(s).
2. As soon as possible after receipt of the protest the Regional Special Assistant for Employee Relations shall:
 - a. Determine if the protest is valid. If protest is substantiated, advise the installation head of corrective action to be taken and inform in writing the local protesting organization with a copy to the appropriate Regional Representative party to this Agreement.
 - b. If the protest cannot be substantiated, confer with the Regional Representative(s) of the exclusive National Orga-

nization(s) for the affected craft(s) to determine whether the protest can be resolved based on interpretation(s) made at the National level. If resolved, follow the notification procedure in (a) above.

- c. If the issue cannot be resolved based on the interpretations made at the National level, the protest shall be forwarded to the Special Assistant, Industrial Relations, Bureau of Personnel who will:
 - (1) Review with exclusive National Organization(s) concerned and determine if the protest can be resolved based on previous interpretations; or
 - (2) If it cannot be resolved, place the protest on the agenda for the next regular Labor-Management Meeting with the exclusive National Organization(s) in the craft(s) involved.
3. No organization other than the national exclusive organization(s) in the affected craft(s) has a right to be present at meetings where these items are considered. The resolution arrived at by the two parties is final and binding and may not be appealed. The national party(ies) by mutual consent may submit questions relating to the interpretation of the agreement to advisory arbitration. The advisory arbitrator will be selected and proceed according to procedures set forth in the provisions of this Agreement relating to advisory arbitration.

D. Administration—Agreement at Regional Level

1. The Department designates the Regional Director in each of its regions as the principal representative of the Department in the respective regions for the purpose of carrying out the policy of Executive Order 10988 of January 17, 1962. The authority of each Regional Director in this respect shall be exercised subject to the terms and conditions of this Agreement and all amendments or supplements.
2. On or before the effective date of this Agreement, each organization party thereto shall furnish to the Department and each Regional Director, in writing, the name, title and address of its principal representative in each of the regions of the Department.

3. The Organizations are responsible for notifying the Department and Regional Directors of changes of their respective representatives as such changes occur.
4. The Regional Director or designated regional officials and representatives shall meet with one regional representative of each organization which has exclusive or formal recognition at the regional level to announce new or to confer on the status of current projects, programs, and other activities of interest to the employees. The designated employee representative may be accompanied by such technical assistants as needed, at no expense to the Department. The organizations shall be permitted to submit agenda items for inclusion among the topics to be discussed provided the material to be discussed is of general interest to all or the majority of the organizations present at the meeting.
5. Such meetings at the regional level, in order to insure full and complete communication from management to employee and employee to management, shall be called by the Regional Director at least once each quarter. These meetings will not preclude, at such other times as is reasonable, any of the regional representatives of individual organizations with exclusive or formal recognition at the regional level from meetings with Regional Officials concerning activities of interest to the employees in the appropriate craft or occupational group.
6. Major problems or plans such as the Christmas operation or a national emergency may justify the attendance of one representative of each of the Organizations from each state in the region, in addition to the designated regional representatives being called by the Regional Director to attend regional Labor-Management meetings.
7. The designated regional representatives, technical assistants, or state representatives called to attend such meetings by the Regional Director shall be placed on official time and be issued appropriate travel orders provided they are not on an extended leave status, in order to engage in business for the organizations they represent and provided they are employees under the jurisdiction of the Regional Director calling the meeting.

E. Administration—Agreement at Local Installation Level

1. At each post office wherein craft or occupational group employees are in a unit represented by an employee organization on an exclusive basis, the installation head shall meet, except as noted below, with the appropriate representatives of each employee organization so recognized at least once each quarter.
2. Such regular meetings shall be called by the installation head and employee representatives in accordance with the following:

The total number of representatives, from each craft or occupational group represented by an Employee Organization having exclusive recognition, who may attend these meetings is negotiable. However, the number of representatives who will be entitled to official time benefits of this Article will be based on the following: One (1) representative from each craft or occupational group having exclusive recognition with twenty-five (25) or less regular employees; two (2) representatives from each craft or occupational group having exclusive recognition with twenty-six (26) or more regular employees. Craft or occupational groups represented by an employee organization not having exclusive recognition shall not be invited or attend these meetings.
3. Those called to attend such meetings, who are employees of that post office, shall be granted official time to the extent necessary to compensate them for time absent from their regular assigned duties in the post office on that day. It is intended that organization representatives shall not gain or lose compensation because of attendance at such meetings.
4. The parties to the Agreement recognize the necessity for installation heads and representatives of employee organizations accorded exclusive recognition at the largest installations to meet more often than once a quarter. The parties also recognize that at the very smallest installations where there exists daily contact between the installation head and all or the majority of the employees that regular meetings once each quarter need not be held.

5. Those local installations required to meet more often than once a quarter will be required to provide in their local supplemental agreements with their organizations with exclusive recognition at the installation the number of meetings required in excess of one each quarter. In no event is there to be more than one such meeting each month.
6. The installation head and appropriate officials shall meet with the appropriate representative of the organizations at these regular meetings and confer with respect to the local supplemental agreements and any interpretations and disputes arising out of the administration of local supplemental agreements.
7. The agenda for these regular meetings with the organizations with exclusive recognition may also provide for a discussion by the installation head and/or local officials of the installation of current projects and new programs.
8. Such meetings shall not preclude a representative of the organizations with exclusive recognition at the local installation from meeting with local management on matters covered by other sections of this Agreement.

ARTICLE VII

Procedures Covering Local Negotiations

A. Rules:

1. Both parties agree that active participation in negotiations in behalf of employee organizations shall be limited to employees of the postal service including national, regional, area or local officials of the organization. It is further agreed that participation in behalf of postal service management shall be limited to employees of the postal service.
2. Negotiations will commence October 10, 1966 and be concluded no later than November 5, 1966. Negotiation sessions shall be scheduled: October 10-November 5, 1966, inclusive. However, at any time prior to November 5, the parties can mutually agree negotiations have been concluded.

3. The installation head shall arrange a meeting with representatives of organizations having local installation exclusive recognition no later than 5 days prior to beginning date of negotiations. Full committees of all negotiators shall meet for negotiation of agenda items of interest to all crafts. Craft committees shall negotiate agreements of specific concern to craft or crafts concerned.
4. If the local exclusive organization is other than the national exclusive organization for that craft, the local affiliate of the national exclusive organization although holding informal recognition at the local level must be invited to attend all meetings on negotiations. They shall act only as observers without active participation in the arrangements made or agreements reached.
5. Provisions should be made so that employee representatives scheduled for duty during the period of negotiation may (a) request change of duty assignment, (b) request leave without pay, (c) utilize accrued annual leave.
6. In order to minimize disruption in operations and to provide an opportunity for full and complete discussions of items on the agenda, negotiations may, by mutual consent, be conducted in the evening and/or Saturdays and Sundays.
7. The convening, reconvening and adjournment of negotiating meetings shall be by mutual consent. Recessing of negotiating meetings shall be on a unilateral basis.
8. Formal correspondence shall be used prior to negotiations to designate each Organization's Chief Spokesman-Negotiator and his alternate and the Postal Installation's Chief Spokesman-Negotiator and his alternate. Formal correspondence will be required to effect a change in previously designated Chief Spokesman-Negotiator or alternate of either the Postal Installation or any of the Organizations party to the Agreement.
9. Each party to the Agreement shall unilaterally determine the makeup of its principal, sub and working committees.
 - a. Sub-committees and working committees shall be established by mutual consent of the parties. Ordinarily the

- membership of such committees will not exceed six (6) in number, equally divided between the two (2) parties.
- b. The Chief Spokesman-Negotiator or alternate of the parties by mutual agreement will decide scope, authority, and operation of all sub and working committees.
 - c. Specialists and technicians may be added to the sub and working committees and will be in addition to the six (6) members cited in 9a. and will be selected in the same manner as those members.
10. Generally meetings will be held at the Postal Installation and space will be provided for caucus purposes. If meetings are held elsewhere and a charge is made for facilities the parties shall share the cost.
 11. All parties agree that proposals on agenda items will be exchanged at least one full working day before scheduled meetings. Proposals on agenda items not listed on such agendas may be discussed and/or negotiated if mutually agreeable by all parties.
 12. It is most desirable that sufficient information be given in the agenda items to give an opportunity for the other side to familiarize itself with the subject matter so that it may be fully developed when it is reached on the agenda.
 13. Both parties, when formulating proposals or counter-proposals, shall consider that they may not negotiate provisions that:
 - a. Are in conflict with law.
 - b. Are in conflict with regulations of the Department or Government agencies such as the Civil Service Commission and the Department of Labor, which have appropriate jurisdiction under Executive Order 10988.
 - c. Repeat, reword, paraphrase or conflict with the National Agreement and National Supplements. (This is not to be interpreted to mean that local negotiations shall be restricted to only those options provided in articles in the National Agreement and National Supplements.)
 - d. Are not within the administrative discretion of the installation head.

14. Grievances will not be made the subject of discussion during negotiating sessions.
15. It is agreed by all parties that all procedures and stipulations set forth herein apply to negotiations between the Postal Installation and the Employee Organizations whether negotiations are carried on as a full committee or in sub-committee.
16. Either party is entitled to have a written record of a concise statement from the other party as to the meaning and proposed operation of a specific provision of a proposal submitted by the other party.
 - a. Proposals must be accepted for negotiation by the other party or responded to with counter-proposals by the other party. If the other party considers the proposal non-negotiable, it shall so state in writing, giving specific reasons why. A mere statement such as "it is a prerogative of management," is not sufficient. Any proposal which has a direct effect on personnel policies, practices and working conditions and is not barred by Rule 13 is a proper subject for negotiation.
 - b. If agreement can't be reached on the allegation of "non-negotiability" the questions shall immediately be referred to the Deputy Assistant Postmaster General, Bureau of Personnel, and the representatives of the National Exclusive Organizations for determination. Such submissions shall be signed by the Chief Negotiator of both parties; the installation head shall furnish copies to the Deputy Assistant Postmaster General, Bureau of Personnel and the National Headquarters of the Organizations.
17. The Chief Spokesman-Negotiator or his alternate for each of the Organizations and the Installation Head shall be in a position to make a decision such as:
 - a. To accept a proposal;
 - b. To request an opportunity to submit a counterproposal at the next negotiation session;
 - c. To bring in proper technical assistants at the next negotiation session.

18. When a proposal has been tentatively agreed upon by both parties, it shall be initialed by both parties. This does not prevent the proposal being reopened during the current negotiation period.
19. It is mutually agreed that an impasse occurs only after both parties have presented proposals and counterproposals in good faith and both parties have considered the proposals and counterproposals of the other party in good faith and despite such honest and diligent efforts no agreement can be reached on the subject being negotiated.
 - a. When it has been determined that an impasse has been reached on provisions of an existing local agreement for which retention has been guaranteed unless there is mutual agreement to change, the impasse will be resolved by continuing existing language unchanged.
 - b. When it has been determined that an impasse has been reached on new items or on provisions of an existing local agreement for which there has been no guarantee of retention, the following shall be the procedures:
 - (1.) Impasse items shall be reported at the close of the first two weeks of negotiations and at the conclusion of negotiations to the Regional Special Assistant for Employee Relations and the Regional Representative(s) of the Organization(s) for joint consideration. Such submission shall be signed by the Chief Negotiator of both parties and forwarded by the Installation Head to such designated officials at the regional level.
 - (2.) If agreement is reached at the regional level within 15 days of receipt the decision shall be binding on the local parties.
 - (3.) If mutual agreement can't be reached at the regional level, the impasse shall be forwarded promptly to the Deputy Assistant Postmaster General, Bureau of Personnel and the representatives of the National Exclusive Organization(s) concerned for consideration. Such submission shall be signed by the Special Assistant for Employee Relations and the Regional Employee Representative(s) and forward-

- ed to such designated officials at the national level by the Special Assistant for Employee Relations.
- (4.) A decision shall be reached within 15 working days of receipt and proper notification of representatives of the employee organization(s) involved by the Department. If the representative of the employee organization(s) involved fails to meet in an effort to resolve the impasse during the stipulated time, the impasse will be considered unresolved.
- (5.) The decision at the national level shall be binding on the local parties. If no decision is reached, either on existing articles in the Agreement or on new items, the impasse issues will fail and not be subject to further negotiation during the life of the local agreement.
- (6.) Final signing of local agreements shall not be later than 15 days after both local parties have been notified of action taken on all impasses at the regional or national level.

20. Issues not made the subject of negotiation during the negotiating period can be negotiated no sooner than 120 calendar days after the effective date of the local agreements and only by mutual consent of the parties. Either party desiring to negotiate such items must designate their intention by sending a ten-calendar day written notice to the other party. These negotiations must begin within 15 calendar days after receipt of the notice and cannot continue for more than ten calendar days.
21. None of the issues agreed upon during the principal negotiating period can be renegotiated during the life of the local agreement.
22. The installation head shall furnish signed copies of all negotiated agreements to the following: two (2) copies to the Regional Special Assistant for Employee Relations; one (1) copy each to the Regional Representative of the Organization, the national headquarters of the Organization and the Local Chief Negotiator of each of the crafts concerned.

B. Change of Installation Head

A change in postmasters or other installation heads will have no effect on local agreements.

C. Duration of Local Agreements

The duration and amendment of local agreements shall be subject to the specific provision of this Agreement as set forth herein in Article XXVII, Duration of Agreements and Special Provisions.

D. Invalidations

1. When local negotiations have resulted in a signed agreement a review of these agreements may be made independently by an official of the regional office and the regional representative of the employee organization which negotiated the local agreement for the purpose of ascertaining that there is no conflict with existing law, postal regulations, or the National Agreement, and Supplements thereto.
2. In order to preserve the spirit in which these negotiations were entered into and the agreements reached, the review shall not result in an invalidation of an entire article covering a particular subject because one of the provisions of the Article is alleged to be invalid. If the regional and employee organization reviewers agree that deletion, addition or re-wording of an Article or provision can be made without changing the intent or operation of the Article or provisions in question, it shall be remanded to the installation head and local employee organization with the suggested language changes. Such suggestions will not be adopted except by mutual consent of both parties at the local level.
3. Should the review result in an allegation that there is a conflict in law, the Postal Manual or the National Agreement, and Supplements thereto, consultation shall be arranged between the Regional Special Assistant for Employee Relations and the regional representative of the organization concerned. If the matter can be resolved by means of this consultation, the installation head and local employee organization shall be notified of the decision agreed upon.

4. If the issue is not resolved at the regional level, it shall be forwarded to the Deputy Assistant Postmaster General, Bureau of Personnel, who will take the following action:
 - a. If on review his decision is to uphold the employee organization, he will notify the regional office with a copy to the national representative of the employee organization.
 - b. In all other instances, he will schedule a review of the alleged invalidation with the representative of the employee organization involved. If the representative of the employee organization involved fails to consult on the alleged invalidation within 15 days of notification, the Department will take unilateral action on the invalidation. Notification of the decision shall be given to the parties involved.
5. If the alleged invalidation deals with an interpretation of the National Agreement or Supplements thereto, and an employee organization other than one having exclusive recognition at the national level is involved, the Deputy Assistant Postmaster General, Bureau of Personnel, shall schedule a review, and the Employee Organization that has national exclusive recognition for the craft shall be present at the meeting with the employee organization involved.
6. In no case shall an Article or provision be invalidated until after it has been reviewed at the regional and/or national level in accordance with these procedures.

E. Special Provisions

1. Local organizations certified as exclusive representatives in units where no exclusive recognition previously existed are entitled to negotiations not later than two months after such certification, except within six months of the termination date of the National Agreement.
2. When a valid petition for exclusive recognition is pending in a unit where exclusive recognition exists, the installation head and the local parties are barred from negotiating until the question of representation has been decided. When the question has been decided, the local organization then cer-

tified, or recertified, as exclusive representative is entitled to negotiations not later than two months after such certification except within six months of the termination date of the National Agreement.

- a. If a local agreement exists, the installation head shall continue to observe it until the question of representation has been decided.
 - b. If there is no change in exclusive recognition, any agreement reached at the national level concerning retention of provisions in existing local agreements, unless there is mutual agreement to change, shall apply.
 - c. If there is a change in exclusive recognition, the installation head shall continue to observe the general terms and conditions until the new exclusive organization has had an opportunity to negotiate a new agreement. Mutual agreement will be required to carry forth any provisions of the expiring agreement into the new agreement.
3. All newly certified exclusive representatives who have not had an opportunity to negotiate locally prior to October 10, 1966, shall be entitled to negotiate during the periods established in Section A, Rule 2 above.
 4. Procedures for such local negotiations shall be the same as those outlined in this Article, except that the local parties shall mutually agree to a 30-day period for negotiations. Impasse items shall be reported at the close of negotiations and processed as provided for in Section A, Rule 19.
 5. The duration of such local agreements shall be subject to that Article of the National Agreement then in effect relating to the duration of agreements and special provisions.

ARTICLE VIII

Policy on Discipline

A. Introduction

1. The parties are in agreement that the maintenance of discipline is essential to the satisfactory operation of the postal

service. They are in further agreement that whenever it is necessary to take disciplinary measures against an individual the overriding considerations shall be that the action taken shall be corrective rather than punitive and that it must be influenced by impartial considerations of the dignity of the individual, justice and equality. The parties also agree that they will insist that each employee will treat all other employees with respect and consideration regardless of his status in the postal service or in an employee organization.

2. The Department agrees that the cornerstone of discipline should be informal in nature.

B. Definitions

1. Deficiency:

- a. Disconduct or
- b. Failure to conform to or meet requirements of law, regulations, instructions or to perform assigned duties satisfactorily.

2. Pre-disciplinary procedures:

- a. Discussion: The act of discussing and reasoning
- b. Counselling:

(1.) Oral instruction in directing the conduct of an individual. An effort on the part of management to explore with an employee the source of any difficulty and suggestions of constructive ways to overcome such difficulty. Counselling of an employee is a private matter between the supervisor and the employee. During the counselling, only the employee and the counselling supervisor shall be present. Counselling is a friendly business-like exchange of information between an employee and his supervisor. It is guided by the supervisor. It has a specific purpose of improving the employee's knowledge of a subject related to his employment. Local agreements shall not limit or designate the number of counsellings.

- (2.) Following oral counselling, there is no prohibition against the supervisor and/or the employee making

a notation of the date and a brief statement of the subject matter for their own records. However, such notation shall not be included in the employee's personnel folder, nor will there be an official form devised for this purpose by the department.

3. Informal Discipline:

Written letter of Warning: A warning concerning the performance of an undesirable practice or failure to perform a required duty assignment in writing from a supervisor to an employee who commits an offense too serious to justify counselling and not sufficiently serious to warrant formal discipline. The local agreement shall not designate the number of offenses prior to written letter of warning.

4. Formal Discipline:

- a. Reprimand: A written reproof or censure. An employee may be issued a letter of reprimand only as a result of a letter of proposed adverse action. An employee has an appeal right under the grievance procedure from a reprimand only when the reprimand is the initial decision of management.
- b. Suspension: To remove an employee from his employment for a fixed period of time for cause. (Appealable under adverse action procedure).
- c. Removal: A dismissal from employment for cause. (Appealable under adverse action procedure).

C. Implementation

1. The maintenance of an efficient operation, good morale and discipline is a management responsibility. Its day-to-day implementation depends upon the ability of supervision to carry out management's programs. From time to time it is necessary for supervision to take corrective actions in order to maintain and increase the efficiency of the postal service. There are a number of accepted techniques available as remedies for deficiencies. The nature of an offense and its degree of seriousness must be the guide to supervision in the choice of remedial or corrective action.

2. For the minor offense, which is usually unintentional, talking over the difficulty is generally sufficient. For a repeated or a serious offense, discussion or counselling may or may not be sufficient; if not, it may be necessary to issue a written warning. In all situations where formal discipline is recommended it is a supervisory responsibility to present the full story—both sides—to management for such corrective action as management may deem necessary.
3. Management's action could be any of the foregoing informal corrective techniques or a letter of proposed adverse action leading to a letter of reprimand, suspension or a removal as the situation may demand.
4. Disciplinary actions are to be taken only when necessary to correct an employee's conduct, to maintain order and to promote the efficiency of the postal service. Before initiating such actions, complete and fair consideration must be given to all circumstances involved. The severity of the disciplinary action shall not be in excess of that needed as a corrective measure.
5. The charges in a letter of proposed adverse action must be limited to those for which the employee has not previously been charged and must not include charges from which the employee has been formally absolved. Neither charges nor reference to past record may go back further than two years from the issuance date of the letter.

ARTICLE IX

Grievance Procedure

A. Definition

1. A grievance is any cause for dissatisfaction outside an employee's control if the matter grows out of employment in the Postal Service and the remedy sought is within the authority of the Postmaster General or other postal official to whom such authority has been delegated. Grievances shall not be accepted for processing which are based upon matters such as the mission of the Department, its budget, the technology of performing its work, its organization, and

assignment of personnel unless such assignment violates laws, regulations or policy.

2. Grievances on alleged violations of local agreements must be processed under the section of this procedure on violations of local agreements.
3. Grievances on promotions must be processed under the section of this procedure on promotion appeals.
4. Appeals on the denial of a salary step-increase when the denial is based on unsatisfactory service during the required period of satisfactory service must be processed through the procedures established in Paragraph S of this Article.
5. Appeals from adverse actions, determination of grade level, cases of alleged discrimination because of race, creed, color or national origin, and interpretations or alleged violations of this Agreement will be made through separate procedures. Dissatisfactions arising out of a decision appealed through compensation, adverse action or equal employment opportunity procedure are not subject to further appeal under the grievance procedure.

B. Guides for Supervisors

1. Most grievances arise from instances of misunderstandings or problems that should be settled promptly and satisfactorily on an informal basis at the supervisory levels before they become formal grievances. The prompt settlement of these problems is desirable in the interest of sound employee-management relations. To this end, the practice of friendly discussions of problems between employees and their supervisors is not only encouraged but directed.
2. The immediate supervisor must maintain an atmosphere in which the employee can speak freely. Complaints shall be given careful and unprejudiced consideration.
3. Fair and prompt handling by the immediate supervisor will result in the satisfactory settlement of a large majority of these problems at the work level.
4. To accomplish this, it is directed that these problems be settled wherever possible at the earliest stage of discussion.

Every reasonable effort shall be made to avoid referral to the grievance procedure.

C. Eligibility to Appeal

Any employee, except Christmas or seasonal assistants, may file a grievance appeal, provided action on such appeal is initiated within thirty (30) working days from the date of the action or condition giving rise to the grievance. An employee organization may file an appeal on behalf of an employee(s) provided the employee(s) has (have) so authorized the organization in writing.

D. Grievance Steps at Installation Level:

1. Whenever an employee considers himself aggrieved, he shall discuss the matter with his immediate supervisor. If he desires, he may be accompanied by a representative of his own choice. Both the aggrieved and his representative shall be allowed a reasonable amount of official time to present the grievance. There shall be no delay and normally the efforts of the supervisor to resolve the grievance shall not exceed three (3) working days.
2. If the immediate supervisor cannot resolve the grievance the employee has the right to discuss the grievance with the head of the installation or his designee, and to be accompanied by his representative. Both the aggrieved and/or his representative shall be allowed a reasonable amount of official time to present the grievance. The designee must have authority to resolve the grievance.
3. If as a result of such discussion at Step (2) the grievance is not resolved or if the employee does not wish to discuss the grievance at Step (2) it shall be reduced to writing and filed with the head of the installation.
4. The grievance shall be signed by the employee or, if he so authorizes in writing, it may be signed by his employee organization representative or by his own chosen representative. It must contain the following information:
 - a. Title and grade level of grievant
 - b. Nature of grievance

- c. Corrective action requested and reasons
- d. Summary of efforts made to resolve grievance informally
- e. Name of designated representative (individual or organization) if any.

E. An Individual's Right to be Represented

1. An employee has the right to select whomever he desires to represent him at each level of the grievance procedure. In the event that the person selected at the various levels is someone other than a representative of the exclusive organization, the exclusive organization at that level has a right to be present.
2. When an employee requests an organization rather than an individual to represent him in a grievance procedure, management will recognize the President of that organization as the representative, unless that official designates another organization representative.

F. Right of Organization with Exclusive Recognition

The exclusive organization at each level has the following rights in grievance matters processed at that level:

1. To be notified of the time and place of the proceedings at each step of the grievance beginning with discussion with the head of the installation or designee.
2. To be present at all steps of the grievance procedure. (No right to be present at initial contact with supervisor if the aggrieved has not selected a representative.)
3. The organization, if any, with exclusive recognition at the level where the grievance is being processed shall be furnished with a copy of the written decision and summary, at any step at which a written decision and/or summary is involved.
4. If not the designated representative of the grievant, shall have an opportunity to state the exclusive organization's position on the grievance. This right shall be exercised only one time, at each step, and shall follow the presentation made by the employee and/or his representative.

G. Installation Head's Decision

Within five (5) working days from the receipt of the written appeal, the installation head shall render a written dated decision to the grievant and submit a copy to the employee's representative, if any. The letter of decision shall indicate as clearly as is practicable, without a detailed analysis, the basis for the action taken and must advise the employee of his right to appeal including the right to a hearing. The installation head shall establish an official grievance file for use in the event of a further appeal.

H. Appeal from Installation Head's Decision

1. If the grieved employee desires to appeal the decision of the head of the installation but does not desire a hearing, he shall appeal within five (5) working days after receipt of the decision in writing to the second level of appeal. A copy of the appeal to the second level shall be furnished to the installation head who shall forward the entire grievance file to the second level of appeal along with his answer to the grievance, within five (5) working days. The installation head's answer should indicate as clearly as is practicable the basis for the action taken, a copy of which shall be sent to the grievant. The grievant may within five (5) working days after receipt of the installation head's answer file exceptions to the Regional Director. The grievant's exception will become a part of the grievance file and must be considered by the Regional Director in arriving at a decision.
2. The appeal shall contain the following information:
 - a. Title and grade level of grievant
 - b. Nature of grievance
 - c. Corrective action requested and reasons
 - d. Summary of efforts made to resolve grievance informally
 - e. Name of designated representative (individual or organization) if any
 - f. Decision of the installation head
 - g. Any additional information pertinent to the grievance
 - h. A request for informal discussion if such is desired.

I. Hearing

1. If the employee desires a hearing either he or his representative must notify the installation head in writing, within five (5) working days of the installation head's decision. The installation head shall within three (3) working days arrange for formation of a three-man hearing committee and he shall arrange a place for the hearing. The hearing committee will consist of the following members: the grievant will name the person of his choice to be a member, the installation head will name the second member, and these two members will agree, within three (3) working days, on a third member who will act as chairman. All three members must be employees of the postal service. At those installations where there are ten or less employees, the grievant and/or the installation head is permitted to name members from nearby postal installations employing more than ten people.
2. The hearing committee shall act as an unbiased group to hear and evaluate such information pertinent to the grievance as may be presented by the grievant and management of the installation. While the hearing committee will listen to and ask questions of both sides, there shall be no confrontation of witnesses nor shall either side be permitted to cross-examine the other. Persons appointed to the hearing committee must approach their duties with an open mind and their recommendations must be based on a fair evaluation of the facts without distortion or personal bias.
3. Conduct of the hearing shall be as informal as is consistent with an orderly presentation of the case. While the hearings will not be limited by legal rules of evidence and procedures, testimony should be within reasonable bounds of relevancy. Only one witness should be permitted at a time. The grievant and his representative shall be present throughout the hearing.
4. The installation head shall make available to the hearing committee all records and facts pertinent to the case, other than security or other classified material.
5. An abstract of the proceedings covering all pertinent facts shall be kept. The abstract shall be signed by and copies furnished to all members of the hearing committee. Within five (5) working days after the completion of the hearing, the hearing committee shall furnish the installation head, the grievant and his representative with a summary of the hearing together with its decision.
6. The decision of the hearing committee shall be binding at the expiration of ten (10) working days unless appealed at the next higher level by the grievant or his representative or the installation head within that period.
7. Because the decision of the hearing committee may have a substantial impact on the operations of the postal installation, it shall not be placed into effect until the installation head has had an opportunity to appeal at the second level. If no appeal is filed, the decision shall be carried out upon expiration of the appeal period. If an appeal is made by the installation head, the decision of the hearing committee shall be held in abeyance unless changed by the second level. The decision rendered at the second level of appeal is binding and shall be promptly implemented by the installation head.

J. Official Time, Installation Level

1. The employee and his chosen representative shall have a reasonable amount of official time to present his grievance. A reasonable amount of time is determined by local management, except that the chairman of the hearing committee rather than local management determines the length and the conduct of the hearing.
2. In those cases where an organization with exclusive recognition represents the unit in which the grievant is employed, but is not the grievant's chosen representative, the exclusive organization representative may attend all proceedings, as provided herein, with his attendance at the proceedings charged to annual leave or leave without pay at his discretion. (In no instance may such attendance be charged to official time).

3. Members of the hearing committee and representatives for management shall be granted official time for necessary absences from their assigned tours.

K. Appeal from Hearing Committee Decision

1. If the decision of the hearing committee is not acceptable to the grievant or to the installation head, either party may appeal in writing within ten (10) working days from the hearing committee decision to the second level of appeal. The grievant shall request informal discussion at the regional level at the same time if he desires such discussion. As most postal installations are post offices the second appeal would be to the Regional Director and the procedures will be set forth accordingly. However, the procedures are equally applicable to all employees. The installation heads and the second levels of appeal are indicated in Section U.
2. If the grievant appeals, a copy of the letter of appeal shall be submitted to the installation head who shall promptly forward the grievance file to the Regional Director. Either party may file with the Regional Director exceptions to the summary of the hearing committee within the ten-day time limitation. The exceptions to the summary must be confined to the material appearing in the summary. In the event that either party to the grievance, or his representative, does not appear to make any presentation or give testimony, that party shall be denied the right to provide exceptions to the summary. If the installation head appeals he should submit the grievance file with the letter of appeal to the Regional Director and copy of the letter of appeal to the grievant.

L. Decision of the Regional Director

1. If the grievant or his representative requests informal discussion prior to the decision, the Director of the Personnel Division shall then arrange for the employee and/or his representative to meet with him for informal discussion designed to arrive at a settlement. All travel and other costs on the part of the organization, the grievant or his representative shall be at his own expense. However, the

Regional Director shall arrange to have annual leave or leave without pay granted at the option of each employee involved.

2. If the Director, Personnel Division, at the region is not able to arrive at an informal settlement of the grievance, he shall within three (3) days following the informal discussion submit the case to the Regional Director who shall render a decision based on the merits as contained in the record of the official grievance file within ten (10) days. If no informal discussions are held the decision will be rendered within ten (10) days after receipt of the file by the Regional Director.
3. No additional information shall be solicited by the Regional Director. However, the Regional Director may accept new relevant and material evidence which was not available at the hearing upon a showing by the party presenting the new evidence that it was not previously disclosed through no fault of the party making request for its consideration. Copies of the decision shall be forwarded to the grievant, his representative and the installation head. The basis for the decision shall be stated as clearly as practical and the grievant shall be notified of any further appeal rights.

M. Appeals from the Regional Director's Decision

The decision of the Regional Director may be appealed to the Department by the grievant or his representative within ten (10) working days from the date of the Regional Director's decision. The appeal should be addressed to the Board of Appeals and Review, Bureau of Personnel, Post Office Department, Washington, D. C. 20260. The appeal should contain a full statement as to the reason for appealing the decision and, in addition, may request an opportunity for discussion of the case at the Departmental level. The appellant or his representative shall send a signed copy of the letter of appeal to the Regional Director. Upon receipt of this copy of a letter of further appeal, the Regional Director will promptly forward the entire grievance file to the Board of Appeals and Review, Bureau of Personnel.

N. Review by Board of Appeals and Review, Bureau of Personnel

1. The Board of Appeals and Review, Bureau of Personnel, will docket the appeal, notify the employee and other interested parties of its receipt, and schedule it for review. There is no right to a hearing at this level, but an additional hearing may be granted if such is deemed warranted. If a hearing is not held the grievant and/or his representative may discuss the case with the Board of Appeals and Review. If a hearing or discussion is scheduled at this level, the national exclusive organization, if not the representative, will be so notified and will be given an opportunity to be present throughout the proceedings and to state its position on the grievance.
2. The Board will render a decision on the appeal which shall be considered as the decision of the Postmaster General. In cases involving promotional matters, the Board may make a privileged recommendation to the Assistant Postmaster General, Bureau of Personnel, who will render the final decision.
3. The Board or the Assistant Postmaster General, Bureau of Personnel, as appropriate will notify each party of the decision and will forward copies to appropriate postal officials, the employee organization with national exclusive recognition and such other parties deemed necessary.

O. Residual Authority

These procedures in no way impair the residual authority of the Postmaster General.

P. Termination

A grievance will be terminated when so requested by the grievant at any stage of the proceedings.

Q. Promotion Appeal Procedure

An employee may aggrieve under this Article the denial of promotion to the positions set forth in the list in the Supplemental Agreement on Seniority or any position or positions which may be added to that list that is to be filled by promo-

tion on the basis of senior qualified. A decision may be appealed either on the basis of alleged procedural error or on the basis of qualifications. Any other promotion appeal shall be processed under the section of Article XXIII dealing with promotion appeals.

R. Violations of Local Agreements

1. The established grievance procedure shall be followed through and including the decision of the installation head.
2. The decision of the installation head may be appealed to the next regularly scheduled Labor-Management Committee meeting. At those installations where the regular Labor-Management meetings are scheduled less frequently than once each month, a special Labor-Management meeting shall be held for this purpose within 30 days.
3. If unresolved, the grievance may be appealed to the Regional Director whose decision will be final. If requested, a discussion may be had with the Regional Special Assistant for Employee Relations prior to the issuance of the decision.

S. Grievance Appeal from Salary Step-Increase Withholding

1. An employee desiring to appeal a denial of a step-increase must observe the following procedure:
 - a. A written grievance must be filed within 10 calendar days after the employee has been notified that the step-increase is to be withheld. The grievance must be directed to the installation head and must be signed by the employee or, if he so authorizes in writing, it may be signed by his employee organization representative or his chosen representative.
 - b. The installation head shall, within 5 working days of receipt of the written grievance, render a decision, in writing, dated and setting forth in detail the reasons supporting his decision. In the notice of decision, the grievant shall be notified of his right to appeal the decision to the Regional Director or official designated in Article IX, Section U. This appeal must be in writing and must be made within 5 calendar days of receipt of the decision.

- c. The first appellate level authority will assign a Hearing Officer-Investigator to make an investigation to obtain sufficient facts to permit the first appellate level authority to make a decision on the appeal.
 - d. The scope of the investigation shall be limited to a consideration of the service within the waiting period only and shall include an interview with the appellant and/or his representative and with management officials having knowledge of the appellant's service during the waiting period. There shall be no hearing.
 - e. The Hearing Officer-Investigator shall within 20 working days from date of the assignment complete the investigation and submit his summary and finding of fact to the first appellate level decision-making authority.
 - f. A copy of the summary and finding of fact shall be furnished to the appellant and/or his representative and to the Installation head.
 - g. Five days will be allowed for each side to submit objections.
 - h. The designated appellate office shall render a decision within 10 working days after receipt of the complete file and findings of the investigator and shall notify the appellant and the official whose decision was appealed. The decision shall be in writing, dated and must advise the employee of the reasons supporting the decision and notify him of his right to appeal the decision to the Post Office Department's Board of Appeals and Review.
2. If a second level appeal is filed, it must be filed within 10 days from receipt of the notice of decision, must be in writing and directed to the Board of Appeals and Review, Bureau of Personnel, Washington, D. C. 20260.
 3. The grievant and/or his representative may discuss the case with the Board of Appeals and Review. If a discussion is scheduled, the national Exclusive Organization, if not the representative, will be so notified and will be given an opportunity to be present and to state its position on the grievance.
 4. The Board will render a decision which shall be considered

as the decision of the Postmaster General. The Board will notify each party of the decision and will forward copies to appropriate postal officials, the Employee Organization with national exclusive recognition and such other parties deemed necessary.

T. Exceptions to Procedure

When the action giving rise to the grievance has been taken by, or at the specific direction of, an official above the installation head or above the second level of appeal, the written grievance should be filed directly with that official other than with the installation head or the second level of appeal. In such cases the grievant shall have the same right to request a hearing as if the grievance has been filed with the installation head. When requested, a hearing shall be ordered and arranged by the official with whom the grievance is filed. The hearing shall be held in a location convenient to the grievant and his witnesses, normally at the installation where the grievant is employed.

U. Installation Head and Second Level of Appeal

| <i>Installation</i> | <i>Installation Head</i> | <i>Second Level of Appeal</i> |
|-------------------------------------|--------------------------|-------------------------------|
| Post Office | Postmaster | Regional Director |
| Regional Headquarters Office | Division Director | Regional Director |
| Mail Equipment Shops, D.C. | Manager | Bureau Head |
| Mail Bag Depository & Repair Center | Superintendent | Bureau Head |
| U.S. Stamped Envelope Agency | Agent | Bureau Head |
| U.S. Postal Agency, D.C. | Agent | Bureau Head |
| Supply Center | Manager | Bureau Head |
| Money Order Audit Division | Director | Bureau Head |
| Postal Inspection Division | Inspector in Charge | Chief Postal Inspector |
| Division, Post Office Dept. | Director | Bureau Head |
| Internal Audit Area | Area Manager | Chief Postal Inspector |

V. Discrimination

1. When an employee alleges in his grievance appeal that the action complained of is based in whole or in part on discrimination because of race, creed, color, or national origin, the claim of discrimination shall be adjudicated under the regulations of the Civil Service Commission and Departmental regulations.
2. However, this will not prohibit the Department from processing the grievance to a conclusion prior to and/or simultaneously with the investigation and adjudication of the complaint of discrimination.

ARTICLE X

Adverse Action and Appeal Procedure

A. Eligibility to Appeal

Any employee who has completed six consecutive months of employment from date of appointment has the right to appeal an adverse decision or adverse action taken against him. Time on military furlough and also that compensated under provisions of Federal Employee's Compensation Act shall be included in determining the six consecutive months of employment. Time on other leave without pay and other furlough will not count in meeting the requirement of six consecutive months of employment. A former employee may appeal provided that he has completed six consecutive months of employment and appeals within ten calendar days of the date of his separation.

B. Definitions

1. An "adverse decision" is an action which results in (a) a suspension of an employee from his job; (b) a discharge from employment; (c) a furlough without pay; and (d) reduction in rank or compensation, including those which are taken at the election of the Department after a classification decision by either the U. S. Civil Service Commission or the Department.

2. An "appeal" is a written request by an employee for reconsideration of an adverse decision.
3. An "appellant" is an employee who is appealing an adverse decision which has been taken against him.
4. The "Department" is the collective term incorporating all post offices, regional offices, special field establishments, and bureaus and offices domiciled in Washington, D. C.

C. Notice of Proposed Adverse Action

Whenever it is proposed to take adverse action against an employee the responsible official must determine that it is for such cause as will promote the efficiency of the service. The letter of proposed adverse action must state specifically and in detail the reasons for the action thereby affording the employee a fair opportunity of offering refutation to the charges. The letter of proposed adverse action must also contain:

1. A statement of the most severe action warranted by the charges (e.g., removal, suspend for _____ days) pending an analysis of the employee's reply.
2. Notification to the employee of his right to reply in person (and in the company of his representative if he so chooses) and in writing to the charges. His right to answer the charges in person is the right of reply to a representative of management who has either the authority to make a final decision on the proposed adverse action or to recommend what final decision should be made.
3. A statement informing the employee that he has a time limitation of ten calendar days from receipt of the letter of proposed adverse action in which to make his reply. (A delay in submission may be granted if good excuse is shown.)
4. A statement informing the employee that his reply will be fully considered before a decision is rendered.
5. A statement that the employee will receive a letter of decision and that if it is adverse, the employee will be advised as to the charge, or charges, relied upon as the reason, or reasons, for taking the adverse action.

6. A statement that the adverse action proposed will be affected not sooner than 35 calendar days from the issuance of this letter.

D. Duty Status During Notice Period

1. Employees against whom adverse action is proposed shall be retained in an active duty status during the notice period except when the circumstances are such that the retention of an employee in an active-duty status during the notice period may result in damage to Government property, or loss of mail or funds, or may be injurious to the employee, his fellow workers, or the general public. The employee may then be temporarily assigned to duties in which these conditions will not exist or placed on leave with his consent. In an emergency case when because of the circumstances described in this paragraph the employee cannot be kept in an active-duty status during the advance notice period, the employee may be suspended without his consent.
2. This is a separate adverse action and the employee is entitled to a letter informing him of the reasons for his suspension, his right of reply and the time limit. An employee may be placed in a nonduty status with pay for such time, not to exceed five working days, as is necessary to effect his suspension. In the emergency case, the employee must receive at least a 24-hour notice of his suspension.

E. Notice of Decision

1. The employee shall be notified promptly in writing of the decision. If the decision is adverse the letter must state the reasons for the decision. The letter of adverse decision may confirm or reduce the penalty identified in the letter of proposed action, but cannot increase the penalty. The adverse action must be clearly identified, and the effective date shown.
2. In the adverse decision letter the employee must be informed of his right to appeal through the Department's procedures or to the Civil Service Commission. The employee must be informed that if he elects to appeal the adverse decision through the Department's procedures the appeal can be

submitted after receipt of the decision letter but not later than ten calendar days after the effective date of the adverse action. The employee must be further informed that if he submits his appeal through the Department's procedures within ten calendar days of receipt of the adverse decision the adverse action will not be imposed until a decision has been rendered on his appeal by the first appellate level.

3. The letter or notice of adverse decision will inform the employee that his appeal through the Department's procedures must be submitted in writing clearly identifying the basis for the appeal, and it will inform the employee that his appeal must include a request for a hearing or a statement that no hearing is wanted.
4. The employee must also be assured in the notice that if he decides to appeal the adverse action, he will—
 - a. have freedom from restraint, interference, coercion, discrimination, or reprisal;
 - b. have the right to be accompanied, represented, and advised by a representative of his own choosing; and
 - c. be assured a reasonable amount of official time to prepare his presentation. (Not applicable in a situation where the employee is already serving an emergency suspension.)
5. The same rights (a) and (c) shall extend to the representative selected by the employee to assist him in the development and presentation of his appeal.
6. An appeal to the Civil Service Commission may be submitted at any time after receipt of the notice of adverse decision but not later than ten calendar days after the effective date of the adverse action.

F. Rights of Organizations with Exclusive Recognition Status

1. An organization having exclusive recognition status at the regional level for the craft group involved is entitled to the following:
 - a. To be notified of the time and place of the first level appeal hearing and to be given an opportunity to have a representative present throughout the hearing.

- b. To be sent a copy of the first level appeal decision.
- 2. An organization having exclusive recognition status in craft group at the national level is entitled to the following:
 - a. To be notified of any hearings held by the Board of Appeals and Review and be given an opportunity to have a representative present throughout the hearing.
 - b. To receive a copy of the Board of Appeals and Review decision.

G. First Level Appeal

1. *Submission of the Appeal*

- a. Employees under the jurisdiction of an installation head who appeal an adverse action must direct their appeals to the Regional Director of the region in which they are employed and must submit a signed copy of the appeal simultaneously to the installation head. In cases involving post office employees in which the Regional Director renders the initial decision, and not the installation head, the first level appeal will be to the Assistant Postmaster General, Bureau of Operations.
- b. Employees in regional offices and special field offices, money order centers, supply centers, mail bag depositories, mail equipment shops, stamped envelope agency, and the postal agency, must direct their appeals to the bureau head or office head of their corresponding office.
- c. Regional employees must furnish a signed copy to the Regional Director, and special field office employees must furnish their field office heads with a signed copy of their appeal.
- d. Employees in bureaus and Departmental offices (or who are under the jurisdiction of same) who appeal an adverse decision must route their appeals through the bureau head or office head for submission to the Office of the Deputy Postmaster General.

2. *Preparation for the Hearing*

- a. If the appellant or his designated representative has requested a hearing, a hearing officer will be assigned who will, in not more than twenty calendar days from receipt

of the appeal in the office, schedule and conduct a hearing. (Extensions of time will be granted if unusual circumstances so warrant.) Hearings will normally be held at the installation in which the appellant is employed. The appellant and the postal official who issued the notice of proposed adverse action will be advised at least seven calendar days prior to the date of the hearing.

- b. The hearing officer must arrange prior to the hearing a location (e.g., in the post office in which the appeal arises) where the evidence of record can be made available to the appellant and his representative for inspection. Except in certain limited medical cases all evidence must be disclosed to both parties. (The duly authorized physician of the appellant would be entitled to medical evidence that would not be made available to appellant or his representative.)

3. *Witnesses*

- a. Appearances of witnesses will be encouraged and normally will be limited to one witness at a time. The administration of the oath or affirmation to witnesses will be given by the hearing officer. Postal employee witnesses will be on the clock for the period that they are necessary to the hearing. The appellant or his representative advises appellant's witnesses to appear who have been scheduled by the hearing officer. Witnesses shall have freedom from restraint, interference, coercion, discrimination or reprisal.
- b. The installation head shall make its employees available as witnesses at a hearing when (1) requested by the Hearing Officer after consideration of a request by the appellant or the agency and (2) it is administratively practicable to comply with the request of the Hearing Officer. If the installation head determines that it is not administratively practicable to comply with the request of the Hearing Officer, he shall submit for inclusion in the employee appeal file written reasons for the declination.

4. *Appeal Hearing Procedure*

- a. The hearing of an appeal will be conducted by a hearing officer. The hearing officer will see that the hearing is

conducted in an orderly manner. The hearing officer has the authority to exclude an unruly participant from the hearing; to suspend a hearing in response to a reasonable request; and to cause the hearing to be terminated.

- b. The testimony of witnesses shall be under oath or affirmation, which will be administered by the hearing officer.
- c. The hearing will be closed to the public.
- d. The appellant and/or his representative and the official and/or his representative proposing the adverse action must be present throughout the hearing.
- e. The appellant, or his representative, will have the opportunity to make an opening statement, following which management will have a like opportunity.
- f. The appellant, or his representative, followed by management, will present such witnesses and documentary evidence as each deems necessary. Each party shall have the right to cross-examine witnesses for the other. Anyone giving testimony who knowingly or willfully commits perjury will be subject to disciplinary action.
- g. The hearing officer shall ask such questions of any witness as he believes necessary to a full and fair development of the facts.
- h. At the conclusion of the presentation of evidence, management will have the opportunity to make a closing statement, following which the appellant, or his representative, will have a like opportunity.

5. Summary and Finding of Fact

- a. After the hearing, the hearing officer will, in a maximum of twenty calendar days, present a summary of the hearing and his findings of fact as well as all other record evidence to the Regional Director or to other appropriate first level appellate office, and furnish the appellant or his representative and the official who rendered the adverse decision with a summary and finding of fact. The hearing officer shall not make any recommendation for a decision or state whether or not charges are sustained.

- b. The appellant and/or his representative and the official who made the initial adverse decision may within five calendar days of receipt of the hearing summary and the finding of fact submit their objections and statements to the Regional Director (bureau head, Office of the Deputy Postmaster General, Assistant Postmaster General, Bureau of Operations, or Office of Regional Administration, Office of the Postmaster General.)
- c. Appellants who request a record or a transcript may secure same at cost.

6. If No Hearing is Held

When the employee requests no hearing be held, that just the facts in the appeal be reviewed, an investigator will be assigned to visit the office from which the appeal initiated and obtain sufficient facts to permit the appropriate appellate office to make a decision on the appeal. The investigator shall notify the appellant and/or his representative and shall afford him an opportunity to present facts and/or evidence relative to the adverse action charges. The investigator given this assignment has twenty calendar days from receipt of the appeal to present his facts to the appellate office having jurisdiction. A copy of the summary of findings shall be furnished to the appellant and/or his representative.

7. Letter of Decision

- a. The designated appellate office shall render a decision within ten calendar days of receipt of the complete file and the findings of the hearing officer (or investigator) and shall notify the employee and the postal official whose decision was appealed. (A delay not to exceed an additional five days may be made in unusual circumstances.)
- b. The decision shall be in writing, dated, and must advise the employee of the reasons for the action taken, and notify him of his further appeal rights.

H. Second Level Appeal

1. *Department's Board of Appeals and Review, Civil Service Commission, Advisory Arbitration*

If a secondary level appeal is filed, it can be filed by the employee or his representative at any time after receipt of the notice of adverse decision but not later than ten (10) days after the adverse action has been effected.

2. *Department's Board of Appeals and Review*

- a. An appeal to the Department's Board of Appeals and Review should be addressed to the Board of Appeals and Review, Bureau of Personnel, Post Office Department, Washington, D. C. 20260.
- b. The appeal should contain a full statement as to the reason for appealing the decision, and a copy of the decision rendered in the case. The employee shall send a signed copy of the letter of second appeal to the appellate office which rendered the decision at the first appellate level. Upon receipt of this copy of a letter of further appeal, the first level appellate office will promptly forward the entire appeal case to the Department's Board of Appeals and Review.

(1.) *Review by Department's Board*

The Department's Board will docket the appeal, notify the employee and other interested parties of its receipt, and schedule its review. There is no right to a hearing at the second appellate level. A hearing can be granted if the Board feels that such is warranted.

(2.) *Decision of the Department's Board*

- (a.) A decision of the Department's Board of Appeals and Review is final (appeal for a court ruling excepted) and shall be considered as the decision of the Postmaster General. In cases involving policy matters the Board may make privileged recommendations to the Postmaster General who will render the final decision.
- (b.) The Department's Board of Appeals and Review will submit a written decision to the employee and copies to the appropriate offices and to other interested parties as the Board deems necessary.

I. **Residual Authority of the Postmaster General**

The Postmaster General retains the authority to review particular decisions of the Department's Board of Appeals and Review and to direct further consideration.

J. **Termination of Appeal**

An appeal shall be dismissed when so requested by the appellant. An appeal may also be dismissed when the appellant is guilty of unreasonable delay.

K. **Discrimination**

When an employee alleges in his appeal that the proposed adverse action is based in whole or in part on discrimination because of race, creed, color or national origin the claim of discrimination shall be adjudicated under the regulations of the Civil Service Commission and Departmental regulations. The claim of discrimination shall be investigated and an initial local level decision rendered prior to or concurrently with the processing of the other matters in the appeal.

ARTICLE XI

Advisory Arbitration and Optional Mediation

A. **Advisory Arbitration**

1. Coverage

All craft or occupational group employees who are in units which are represented by an employee organization on an exclusive basis at the national level may request advisory arbitration of:

- a. The decision of the official at the first level of appeal of an adverse action.
- b. The decision of the official at the second level of appeal on grievances.
- c. The differences between the Department and the Organizations as to the meaning and application of the provisions of this Agreement which cannot be resolved and which are not proper subjects for appeal through grievance, adverse action, or other appeal procedures may, by

mutual consent of the parties to this Agreement, be submitted to advisory arbitration.

2. Limitations

- a. The arbitrator's award is subject to the provisions of existing or future laws, regulations and policies.
- b. The arbitrator's jurisdiction shall not be extended to include such areas of discretion or policy as the mission of the Post Office Department, its budget, its organization, the technology of performing its work and the assignment of its personnel.
- c. The arbitrator shall not have jurisdiction over promotions.
- d. The arbitrator shall have no power to add to or subtract from, to disregard or modify, any of the terms of this or any agreements made by the undersigned parties.
- e. It is understood by the parties that any and all arbitration proceedings are:
 - (1.) Advisory in nature with any awards or recommendations subject to the approval of the Post Office Department.
 - (2.) Shall not extend to changes in or proposed changes in agreements or Department policy.
 - (3.) Shall be invoked only with approval of the individual employee or employees concerned and the appropriate employee organizations party to this Agreement, except disputes concerning the Agreement which shall be by mutual consent.

3. Procedures

- a. An employee desiring arbitration of a decision of the official at the first level appeal of an adverse action or second level appeal of a grievance shall notify that official in writing and must submit the written consent of the organization having exclusive jurisdiction at the national level to pay one-half of the cost of arbitration. The request for arbitration and the consent of the organization must be filed within ten working days after receipt of the letter of decision from the official whose decision is appealed.
- b. The official whose decision is appealed, within three work-

ing days of the receipt of the request to arbitrate, shall request the Federal Mediation and Conciliation Service to furnish a list of the names of five arbitrators from the list maintained by that Agency. No later than five working days after receipt of the list of arbitrators, the official whose decision is appealed and the appropriate representative of the employee organization will alternately cross off one at a time the names of arbitrators from the list furnished. After the parties have crossed off the names of four arbitrators, the name remaining on the list will be the arbitrator selected by the parties.

- c. Within five working days after selection of the arbitrator and receipt of his consent to arbitrate the matter, the official whose decision is appealed shall forward the entire file to the arbitrator. The method to be used in arbitrating the dispute is under the arbitrator's jurisdiction and control, subject to such rules and procedures as the parties may jointly prescribe. He is to make his own awards and write his own opinions based on the record established. He may not delegate this duty and responsibility to others in whole or in part without the knowledge and prior consent of both parties. The power of the arbitrator may be exercised in the absence of any party, who after due notice, fails to be present or obtain a postponement. The advisory award of the arbitrator, however, must be supported by evidence as it cannot be based solely upon the default of a party.
- d. The advisory award shall be made not later than thirty days from the date of the closing of the hearing, or the receipt of a transcript and any post-hearing briefs, or if oral hearings have been waived, then from the date of receipt of the final statements and proof by the arbitrator, unless otherwise agreed upon by the parties. However, a failure to make an advisory award within thirty days shall not invalidate an award.
- e. The arbitrator's advisory award shall be mailed to the official whose decision has been appealed, the employee, and the employee organization. The advisory award of the arbitrator may be further appealed by either party within ten working days from date of receipt of the award.

- f. Appeal from the arbitrator's advisory award shall be to the Assistant Postmaster General, Bureau of Personnel.

B. Optional Mediation

1. Introduction

In any national negotiations conducted between the parties pursuant to this Agreement, the respective bargaining committees shall make every good faith effort to reach agreement on all issues prior to invoking other provisions of this Article.

2. Definition of Impasse

It is mutually agreed that an impasse occurs after both parties have presented proposals and counter-proposals in good faith and both parties have considered the proposals and counter-proposals of the other party in good faith and despite such honest and diligent efforts no agreement can be reached on the subject being negotiated.

3. Procedures

- a. When it has been determined that an impasse has been reached, the item shall be laid aside. After all negotiable items on which agreement can be reached have been disposed of, the parties shall once more attempt to resolve any existing impasse items.
- b. If after such effort, either party concludes an impasse or impasses still exist, it may request mediation, notifying the other party in writing.
- c. Within five days after such notification, the parties shall jointly request the Federal Mediation and Conciliation Service to provide mediation service, or if such mediation service is not available to provide a list of five qualified mediators from which a selection will be made.
- d. Within five days after receipt of such list, the parties will meet for the purpose of selecting the mediator by alternately striking names until one remains. Such person shall be the duly selected mediator.

4. Duties and Responsibilities of Mediator

- a. The mediator shall use his best efforts to bring the parties to an agreement on any and all impasses without taking sides.
- b. The mediator shall make no public statement on the impasses involved, the merits of the parties' positions nor agreement or lack of agreement of the parties.
- c. If the mediator's efforts to bring about agreement are unsuccessful, he will be empowered to make a report, with any recommendation on unresolved impasses that he deems necessary, privately and confidentially only to the Postmaster General. Mutual consent of the parties will not be necessary for such action by the mediator.

5. Costs

The cost of the services of the mediator and any other mediation expenses jointly incurred shall be borne 50% by the Department and 50% by the Organizations.

6. Referral to Postmaster General

Any impasses not resolved through mediation shall be submitted to the Postmaster General for consideration. The Organizations may meet with the Postmaster General and may submit briefs, documentary evidence and other pertinent material on each unresolved impasse. His decision shall be final.

ARTICLE XII

Reassignments

A. Basic Principles and Reassignments

When it is proposed to:

1. Discontinue an independent installation;
2. Consolidate an independent installation (i.e., discontinue the independent identity of an installation by making it part of another and continuing independent installation);
3. Transfer a classified station or classified branch to the jurisdiction of another installation; or made an independent installation;

4. Reassign within an installation employees excess to the needs of a section of that installation;
5. Reduce the number of career employees of an installation other than by attrition;
6. Reduce RPO, HPO employment, including employment in mobile stations;
7. Centralized mail processing and/or delivery installation, other than a new one;
8. Reassignments—motor vehicle;
9. Reassignment—substitutes in excess of quota;
such actions shall be subject to the following principles and requirements.

B. Principles and Requirements

1. Dislocation and inconvenience to career employees affected shall be kept to the minimum consistent with the needs of the service.
2. The Regional Director(s) shall give full consideration to withholding sufficient career positions within the area for career employees who may be involuntarily reassigned.
3. No employee shall be allowed to displace, or "bump", another employee properly holding a position or duty assignment.
4. Organizations having exclusive recognition for the crafts or occupational groups affected shall be notified in advance (as much as six months whenever possible), such notification to be at the regional level, except under A4 above, which shall be at the local level.
5. Career employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, will be governed by the standardized Government travel regulations as set forth in POD Methods Handbook M-9, "Travel".

6. Any employee volunteering to accept reassignment to another craft or occupational group, another branch of the postal service, or another installation shall start a new period of seniority beginning with such assignment, except as provided herein.
7. Whenever changes in mail handling patterns are undertaken in an area including one or more postal installations with resultant successive reassignments of personnel from those installations to one or more central installations, such reassignments 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 an employee to the central, consolidated or new installation in that specific planning program.
8. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous career service in the same craft. 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 career employee reassigned must meet the qualification requirements of the position to which reassigned.
10. This Agreement is effective only in relation to career postal employees in the crafts and occupations exclusively represented at the national level by the signatory employee organizations.
11. This Agreement does not apply to rural carriers, except as specifically stated herein, nor does it modify the provisions of Section C.6. of this Article, "Reduce RPO or HPO Employment, Including Employment in Mobile Stations".
12. 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.

13. Surplus Career Employees—Surplus career employees from non-mail processing and non-mail delivery installations, regional offices, the Post Office Department headquarters or from other federal departments or agencies shall be placed at the foot of the substitute 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 attached specific provisions are applicable:

1. Discontinuance of an Independent Installation:

- a. When an independent installation is discontinued, all regular and substitute career employees shall, to the maximum extent possible, be involuntarily reassigned to continuing postal positions in accordance with the following:
- b. Involuntary reassignment of career regular 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 organization(s), it is determined that it is necessary. The Department will designate such installations for the reassignment of excess regular 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 regular 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 regular employee in the same level and craft or occupation in the installation to which assigned, or
 - (2.) The seniority he had in the craft from which reassigned. The 5-year rule does not apply.

- d. Involuntary reassignment of career substitutes with seniority in any vacancy in the substitute 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 organizations it is determined that it is necessary, the Department will designate such installations for the reassignment of the career substitutes.
- e. Involuntary reassignment of career substitutes for whom consultation did not provide for placement under C.1.d. above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level at the foot of the existing substitute roster at the receiving installation and begin a new period of seniority.
- f. Regular employees for whom no regular vacancies are available by the time the installation is discontinued shall be changed to career substitutes in the same craft and placed as such, but shall for six months retain placement rights to regular 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 organizations it is determined that it is necessary, the department will designate such installations for the reassignment of excess regular employees on the same basis as if they had remained regular.
- g. Employees, career regular or substitute, 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 career employee, regular or substitute, shall be involuntarily reassigned to the continuing installation without loss of seniority in his 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 career regular and substitute 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 career regular 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 man 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 his 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 negotiations or consultation as appropriate between the installation head and the organization having local exclusive or formal recognition for the craft and occupational group. If no sections are established immediately by negotiation or consultation, as appropriate, the entire installation shall comprise the section.
- b. Regular 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 and 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 regular employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy after employees in the section have completed bidding. Failure to bid for the first available vacancy will end such retreat right.
- d. The duty assignment vacated by the reassignment of the junior regular employee from the section shall be posted for bid of the regular employees in the section. If there are no bids, the junior remaining unassigned regular employee in the section shall be assigned to the vacancy.
- e. A rural carrier becoming a city carrier upon the conversion of a rural route to city delivery shall permanently assume seniority one day junior to that of the junior regular city carrier or shall retain his own seniority, whichever is less.
- f. A mobile station is a section. See section C.6. of this article.

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 (except as provided for in section C.6. of this article for mobile stations) 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 career employees by separation of all temporaries;
- (3.) Shall, to the extent possible, minimize the impact on regular positions by reducing substitute hours;
- (4.) Shall identify as excess the necessary number of junior regular employees in the craft and occupational group affected, on an installation-wide basis within the installation, and make reassignments of an excess career regular employee who meets the minimum qualifications for a vacant assignment in another craft in the same installation, shall be involuntarily reassigned in the same or lower level with seniority, whichever is the lesser of:
 - (a.) one day junior to the seniority of the junior regular employee in the same level and craft or occupational group in the installation to which assigned, or
 - (b.) the seniority he had in the craft from which reassigned. The 5-year rule does not apply.
- (5.) He shall be returned at the first opportunity to the craft from which he was reassigned.
- (6.) When returned, he retains seniority previously attained in the craft augmented by his intervening employment in the other craft.
- (7.) The right of election by a senior employee provided in paragraph b.(3.), below is not available for this cross-craft reassignment within the installation.

b. Reassignments to other installations after making reassignments within the installation:

- (1.) Involuntarily reassign such excess regular 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 discontinued installation, or in more distant installations, if after consultation with the affected organization it is determined that it is necessary, the department will designate such installations for the reassignment of excess regular employees.
- (2.) Involuntarily reassign regular 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 regular employee in the same level and craft or occupational group in the installation to which assigned, or
 - (b.) the seniority he had in the craft from which reassigned. The 5-year rule does not apply.
- (3.) Any senior employee in the same craft or occupational group in the same installation may elect to be reassigned to the gaining installation and take the seniority of the senior regular 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 regular employee shall have the option of changing to career substitute 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 he does not withdraw it or decline to accept an opportunity to return in accordance with such request.

6. Reduce RPO or HPO Employment, Including Employment in Mobile Stations:

a. Order of Withdrawal, RPO or HPO

- (1.) Withdraw the junior regular clerk(s) (on the RPO or HPO) on the basis of seniority. Pool regular clerks at the different headouts of the same RPO or HPO to select the junior regular clerk(s).
- (2.) The junior clerk(s) for whom there is no regular assignment in the RPO or HPO shall bid with other regular clerks in the same mobile station for any vacant road assignment(s). If there is no vacant regular assignment in the mobile station, Section b. below applies to identify the excess clerk(s).

b. Order of Withdrawal, Mobile Stations

- (1.) When for any reason the number of regular clerks in a mobile station must be reduced the necessary number of junior regular clerks therein shall be identified as the excess clerks.
- (2.) A senior nonexcess clerk in a mobile station may elect to be reassigned in place of an excess clerk, with seniority as provided for in Section e. below. His election must be made before excess clerks choose the mobile station or stationary installation in which to be reassigned.
- (3.) An excess regular clerk shall have the option of changing to career substitute distribution clerk, RPO or HPO, in lieu of arbitrary reassignment to a vacant regular clerk assignment.
- (4.) A regular clerk who is not assigned as a result of bidding shall be assigned within the mobile station in any vacancy for which there was no senior bidder.

c. Reassignment of Excess Clerks

- (1.) Excess regular road clerks, including senior clerks who elect to be reassigned in place of excess clerks, are subject to reassignment in the clerk craft with retention of seniority for preferred assignments as that seniority is defined in the Supplemental Agreement, Seniority. They may elect among Departmental designated vacant clerk assignments in other mobile stations and stationary installations. When more than one excess elects reassignment to the same vacant assignment, the clerk who has the greater seniority for preferred assignments shall be reassigned.
- (2.) Mobile stations and stationary installations to which reassignment in the clerk craft can be made will be designated by the Post Office Department. Designated clerk assignments mean assignments in designated mobile stations and stationary installations which remain vacant after bidding by regular clerks therein. Vacant assignments shall include actual vacancies and increase in clerk complement.
- (3.) Excess clerks reassigned pursuant to their election among designated vacant assignments are reassigned involuntarily.
- (4.) Clerks involuntarily reassigned, other than senior clerks who elected to be reassigned in place of excess clerks and clerks who elect to be reassigned to a stationary installation not at the mobile station headquarters, shall be entitled at the time of reassignment to apply in writing to be returned to the first clerk vacancy (the assignment remaining vacant after bidding by clerks therein) in the mobile station from which reassigned and such application shall be honored so long as he does not withdraw it or decline to accept an opportunity to return. If more than one clerk is an applicant for return to the same vacant assignment, selection for reassignment shall be based upon seniority for preferred assignments.
- (5.) When an excess road clerk is reassigned in a stationary installation, who then is currently qualified in

the supervisory examination, he will have his name placed on the supervisory eligible register for the stationary installation.

- (6.) A clerk's election to be reassigned in a stationary installation in a PFS-4 assignment, as provided for in Section c.(1.) above, is his request for reduction to salary level 4. Salary protection benefits provided for by instructions in the Postal Manual are not lost by the election to be reduced by an excess clerk, or by a senior clerk, if in his case, it is reasonable to believe he will become excess in the relatively near future.

d. Reassignment of Substitutes in Excess of Quota

- (1.) When there is an excess of the legal substitute quota of Level 5 career mobile substitutes assigned in that mobile station, the junior substitutes equal in number to such excess will be given the opportunity to transfer to another mobile station, or a stationary installation in the clerk craft designated by the department after consultation with the organization. Substitutes so transferred will be placed at the foot of the substitute roll in the mobile station or stationary installation to which reassigned. Upon change to regular from the top of the substitute roll, seniority for preferred assignments shall include his substitute service and the seniority he had in the mobile station from which reassigned. A senior substitute in the same mobile station may elect to be reassigned and take the seniority of the senior excessed substitute.
- (2.) Mobile substitutes reassigned to other mobile stations or stationary installations have retreat rights to the first substitute vacancy in the losing mobile station according to their standing on the substitute roll in the losing mobile station but such retreat right does not extend to substitutes who elect to request reassignment in place of the junior substitutes.
- (3.) The right to return is dependent upon a written request made at time of reassignment from the mobile station and such request shall be honored unless it

is withdrawn or an opportunity to return is declined.

- (4.) Reassignment to a stationary installation under (1.) above is considered a request for reduction to salary level 4. Salary protection benefits provided for by instructions in the postal manual are not lost by the election to be reduced.

7. Centralized Mail Processing and/or Delivery Installation:

- a. When the operations at a centralized post office or other mail processing and/or delivery installation result in an excess of regular employees at another installation(s), regular employees who are excess in a losing installation(s) by reason of the change, shall be reassigned as provided in section 5.b., such reassignments shall be treated as details for the first 180 days to avoid inequities in the selection of preferred duty assignments by regular employees 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 regular employees then permanently assigned in the gaining installation. Excess career substitute employees may be reassigned as provided for in section C.9.
- 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 days is computed from the date of the first detail of an employee. Bidding shall be open to all regular employees of the craft involved at the gaining installation. This includes regular employees assigned to the gaining installation.

8. Reassignments—Motor Vehicle:

- a. When a vehicle maintenance facility is established to replace an auxiliary garage, regular and substitute craft positions in the gaining installation are to be posted in the losing installation for applications by regular and substitute 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, regular and substitute craft positions in the new maintenance facility shall be posted in the losing installation for applications by regular and substitute 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 regular and substitute craft positions shall be posted for applications in losing installation by regular and substitute 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 sections a., b., and c., the new regular 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 section a., b., c., and d., above, apply to reassign senior applicants from the losing installation(s) to positions in the new installation.
9. Reassignment—Substitutes in Excess of Quota (other than mobile and motor vehicle.)
Where there are career substitute employees in excess of the legal substitute quota for the craft for whom work is not available, substitutes lowest on the substitute roll equal in number to such excess may at their option be reassigned to the foot of the substitute roll in the same or another craft in another installation:
- a. An excess substitute employee reassigned to another craft in the same or another installation shall be assigned to the foot of the substitute roll and begin a new period of seniority.
 - b. An excess substitute employee reassigned to the same craft in another installation shall be placed at the foot

of the substitute roll. Upon his change to regular from the top of the substitute roll his seniority for preferred assignments shall include the seniority he had in the losing installation augmented by his substitute service in the gaining installation.

- c. A senior substitute 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 substitute being reassigned, as set forth in a. and b., above.
- d. The Department will designate, after consultation with the affected Organization, vacancies at installations in which excess substitutes 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. Substitutes reassigned to another craft in the same installation shall be returned to the first substitute vacancy within the craft and level from which reassigned.
- f. Substitutes reassigned to other installations have retreat rights to the next such vacancy according to their standing on the substitute roll in the losing installation but such retreat right does not extend to substitutes who elected to request reassignment in place of the junior substitutes.
- 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.

ARTICLE XIII

Assignment of Ill or Injured Regular and Substitute Employees

A. Introduction

The Department and Organizations with exclusive recognition rights, recognizing their responsibility to aid and assist deserving career regular and substitute 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 his office.

B. Employee's Request For Reassignment

1. Temporary Reassignment

- a. Any career regular or substitute employee recuperating from a serious illness or injury and temporarily unable to perform his 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, stating when possible the anticipated duration of the convalescence period. Such employee agrees to submit to a further examination by a Public Health Service doctor or a physician designated by the installation head, if that official so requests.
- b. A mobile unit career employee shall submit a written request to the postmaster in charge of the RPO or HPO to which he is assigned for a temporary light duty assignment in his post office or in a post office near his home in the clerk craft. The postmaster receiving the request will make every effort to place the ill or injured mobile unit employee in the clerk craft.

2. Permanent Reassignment

- a. Any ill or injured career regular or substitute employee having a minimum of ten years of postal service, or any career regular or substitute employee who sustained injury on duty while performing his assigned duties can submit a voluntary request for permanent reassignment to light duty or other assignment to the postmaster if he is permanently unable to perform all or part of his assigned duties. The request shall be accompanied by a medical certificate from the United States Public Health Service or a physician designated by the postmaster giving full evidence of the physical condition of the em-

ployee, 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.

- b. A mobile unit career employee shall submit a written request to the postmaster at his mobile station for permanent reassignment to light duty, or other assignment in PFS-5 or 4 in the stationary installation if he is permanently unable to perform duty in the RPO or HPO. His request is his application for change to the salary level in which he can be assigned in a light duty or other assignment.
3. Postmasters shall show the greatest consideration for career regular or substitute employees requiring light duty or other assignments, giving each request careful attention, and reassign such employees to the extent possible in his office. When a request is refused the postmaster shall notify the concerned employee in writing, stating the reasons for his inability to reassign him.

C. Local Implementation

Due to varied size post offices and conditions within post offices, the following important items having a direct bearing on these reassignment procedures (establishment of light duty assignments) should be determined by negotiations between the installation head and the Organization having exclusive recognition at the local installations, or consultation with formal organizations.

1. Through local negotiations or consultation as appropriate, each office will establish the assignments that are to be considered light duty within each craft represented in the office. These negotiations or consultations 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.
2. Light duty assignments may be established from auxiliary 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 substitute employee.

3. Number of Light Duty Assignments—The number of assignments within each craft that may be reserved for temporary or permanent light duty assignments, consistent with good business practices, shall be determined by past experience as to the number of reassignments that can be expected during each year, and the method used in reserving these assignments to insure that no regularly assigned employee will be adversely affected, will be defined, through local negotiations. The light-duty employee's tour hours, work location and basic workweek shall be those of the light duty assignment and the needs of the service, whether or not the same as for his previous duty assignment.

D. General Policy and Procedures

1. Every effort shall be made to reassign the concerned employee within his present craft or occupational group. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.
2. The career regular or substitute employee must be able to meet the qualifications of the position to which he is re-assigned on a permanent basis. On temporary reassignment, qualifications can be modified provided excessive hours are not used in the operation.
3. The reassignment of a career regular or substitute employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any regular employee on a scheduled assignment or give a reassigned substitute preference over other substitute employees.
4. The reassignment of a career regular or substitute 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 his place of employment and ability to perform the duties involved.
5. An additional regular position can be authorized within the craft or occupational group to which the employee is being reassigned, if the additional position can be established out of the auxiliary 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.
6. The installation head shall review each light duty reassignment at least once each year, or at any time he has reason to believe the incumbent is able to perform satisfactorily in other than the light duty assignment he occupies. This review is to determine the need for continuation of the employee in the light duty assignment. He may be requested to submit to a medical review by the United States Public Health Service or by a physician designated by the installation head if he believes such examination to be necessary.
7. When a regular employee in a temporary light duty assignment is declared recovered on medical review, he shall be returned to his former duty assignment, if it has not been discontinued. If his former regular assignment has been discontinued, he becomes an unassigned regular employee.
8. If a regular employee is reassigned in another craft for permanent light duty and he later is declared recovered, on medical review, he shall be returned to the first available regular vacancy in complement in his former craft. Pending his return to his former craft he shall be an unassigned regular. His seniority shall be restored to include service in the light duty assignment.
9. When a career regular employee who has been awarded a permanent light duty assignment within his own craft is declared recovered, on medical review, he shall become an unassigned regular.
10. When a career substitute on temporary light duty is declared recovered his detail to light duty shall be terminated.
11. When a career substitute who has been reassigned in another craft on permanent light duty is declared recovered, his assignment to light duty shall be terminated. Section

D.8., above, does not apply even though he has advanced to regular while on light duty.

E. Filling Vacancies Due to Reassignment of an Employee to Another Craft

When it is necessary to permanently reassign an ill or injured career regular or substitute employee who is unable to perform his regularly assigned duties, from one craft to another craft within the office, the following procedures will be followed:

1. When the reassigned employee is a career regular employee, the resulting regular vacancy in the complement, not necessarily in the particular duty assignment, of the losing craft from which the employee is being assigned shall be posted to give the senior of the regular employees in the gaining craft the opportunity to be assigned to the vacancy, if desired.
2. If no regular 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 career substitutes on the opposite roll who wishes to accept the vacancy shall be assigned to the regular vacancy in the complement of the craft of the reassigned employee.
3. When the reassigned employee is a career substitute, the resulting vacancy in the substitute quota in the losing craft shall be posted to give the senior of the regular or substitute employees in the gaining craft the opportunity to be assigned to the substitute vacancy if desired, to begin a new a period of seniority at the foot of the substitute roll.
4. The rule in 1. and 2., above, applies when a regular employee on permanent light duty is declared recovered and he is returned to his former craft, to give the senior of the regular or substitute employees in the gaining craft the opportunity, if desired, to be assigned in the resulting regular vacancy in the complement, not necessarily in the particular duty assignment, of the losing craft.

F. Seniority of an Employee Assigned to Another Craft

1. Except as provided for in section D.8., above, a 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 regular employee in the craft or occupational group, (b) retain the seniority he had in his former craft.

2. A career substitute employee who is permanently assigned to a regular or substitute assignment in another craft, under the provisions of this Article, shall begin a new period of seniority. If assigned as a substitute, it shall be at the foot of the substitute roll.

ARTICLE XIV

Higher Level Pay

A. Compensation payable after 30 days of creditable higher level service:

1. Any employee who has served in any higher level position on and after October 12, 1962, shall be given credit beginning January 1, 1963, for time served in one of the positions of higher level. This accumulated time shall be added to any other time served in the same higher level position on and after January 1, 1963. After 30 working days of total creditable service has been accumulated the employee shall be paid at the higher rate pursuant to law.
2. Any employee who on and after January 1, 1963, serves in any higher level position shall accumulate and carry over all such credit from January 1, 1963, to each succeeding calendar year.
3. Once an employee has accumulated 30 days of creditable service in a higher level he does not have to reaccumulate such days year after year for entitlement to immediate pay when assigned to perform the duties of any position in a higher level.

B. Compensation payable immediately upon assumption of creditable higher level service:

1. An employee demoted to a lower level position shall upon detail to an established and ranked position in a higher

level, not higher than the position ranking formerly held, be immediately eligible for higher level compensation.

2. An employee detailed to a seasonal or temporary limited, established and ranked position of higher level, except acting postmaster, shall be eligible immediately upon assumption of the duties of the seasonal or temporary limited position.
3. A post office employee in a stationary unit who is detailed to road duty in an RPO or HPO in a higher level position shall be eligible immediately for higher level compensation. Pay for service as a distribution clerk, RPO or HPO PFS-5, shall be at the appropriate substitute rate. Pay for road duty in positions in PFS-6 or above shall be computed as if rendered in a surplus capacity.
4. Any employee other than an assistant postmaster who is detailed to the postmaster's position while the postmaster is absent from scheduled duty for a whole day, will receive higher-level compensation for the hours embraced by the postmaster's schedule for each day at the rate of 1/260 of the appropriate step in the level of the postmaster's position.
5. Any regular employee in the clerk, city carrier, special delivery messenger or mail handler crafts detailed to a higher level previously established and ranked position shall be immediately eligible for higher level compensation under these conditions:
 - a. The positions shall be one of those listed below:

| Position Number | Title | Craft or Crafts |
|-----------------|-------------------------------------|-----------------|
| KP 17 | Claims Clerk—Paying Officer | Clerk |
| <u>SP 1-32</u> | <u>Label Facing Slip Technician</u> | Mail Handler |
| <u>SP 1-33</u> | <u>Group Leader, Mail Handlers</u> | Mail Handler |
| SP 2-3 | Information Clerk | Clerk |
| SP 2-4 | Scheme Examiner | Clerk |
| SP 2-41 | Special Distribution Clerk | Clerk |
| SP 2-156 | Stamp Supply Clerk | Clerk |
| SP 2-157 | Special Postal Clerk | Clerk |
| SP 2-158 | Schedule Clerk—Foreign Mails | Clerk |

| | | |
|------------------|---|---|
| SP 2-181 | General Office Clerk—Foreign Mails | Clerk |
| <u>SP 2-188</u> | <u>Civil Service Examiner-in-charge</u> | Clerk, Carrier, Special Delivery Messenger, Group Leader, Mail Handlers |
| SP 2-195 | Vehicle Operations Maintenance Assistant | Clerk, Carrier or Special Delivery Messenger |
| SP 2-218 | Receiving Clerk—Foreign Air Mail | Clerk |
| <u>SP 2-229</u> | <u>Trip Accounts Clerk</u> | Clerk |
| SP 2-261 | Carrier-Technician | Carrier |
| <u>SP 2-346</u> | <u>Procurement, Property and Supply Assistant</u> | Clerk |
| <u>SP 2-354</u> | <u>Mail Processing Machine Operator</u> | Mail Handler |
| <u>SP 2-362</u> | <u>Parcel Post Distributor (Machine)</u> | Clerk |
| <u>SP 2-370</u> | <u>Transit Mail Expediter</u> | Clerk |
| SP 2-382 | Distribution & Dispatch Expediter | Clerk |
| <u>SP 2-383</u> | <u>Rack Distribution and Dispatch Expediter</u> | Clerk |
| <u>SP 2-384</u> | <u>Distribution Review Clerk</u> | Clerk |
| <u>SP 2-385</u> | <u>Ramp Clerk, AMF</u> | Clerk |
| <u>SP 2-387</u> | <u>Bulk Mail Technician</u> | Clerk |
| <u>SP 2-388</u> | <u>Window Services Technician</u> | Clerk |
| <u>SP 2-433</u> | <u>Self Service Postal Unit Technician</u> | Clerk |
| IP (All Regions) | (SP pending) Distribution Clerk (Machine) | Clerk |
| IP (All Regions) | (SP pending) Group Leader, Label Unit | Mail Handler |

- b. The position is not more than two levels above the current level of the detailed employee.
- c. The position is not higher than PFS-5.
6. Any hourly or annual rate regular employee in the Motor Vehicle Service or the Maintenance (formerly Custodial) Service detailed to a higher level, non-supervisory previously established and ranked position shall be immediately eligible for higher level compensation under the following conditions:

- a. The position is not higher than PFS-5.
 - b. The position is not more than two levels above the current level of the detailed employee.
 - c. The position is located in either the Motor Vehicle or the Maintenance Service, as appropriate.
 - d. The position is in the same occupational craft as that held by the detailed employee.
7. Any employee regardless of craft below PFS Level 4 assigned as a substitute detailed to perform the duties of a PFS-3 or level 4 position shall immediately receive the pay of that position at the substitute rate.

C. Conditions for use of Paragraphs A and B above:

- 1. The phrase "to a position having a salary level higher than his own" shall mean to a position which has been established, approved as to job content, ranked, and approved for use by an authorized postal official higher in the organization structure than the supervisor of the work unit in which the position is located. The term established means the position is part of the permanent complement of its installation or has been added to the complement for "higher-level purposes only."
- 2. Any detail in excess of one week shall be considered a long range detail. Any assignment of one week or less shall be considered a short range detail. Ordinarily short range details shall not involve change in tours, craft or section.
- 3. First recourse to detailing employees to higher level assignments shall be eligible, qualified and available employees in the immediate work area having the temporarily vacant higher level position. The "work area" shall be a matter of local negotiation.
- 4. The term "eligible" shall have the following meaning:
 - a. If the position has been limited to employees of (a) certain craft(s), the detailed employee is currently in one of those crafts.
 - b. If the position was to be regularly filled, the detailed employee would have met all requirements.
 - c. For supervisory positions, see 5 below.

- 5. To the extent practicable, employees detailed to initial level supervisory positions for short range details shall be from those employees within the "zone of consideration" on the supervisory eligible register for that installation. Long range details to initial level supervisory positions shall, in all cases, be made from those employees within its "zone of consideration" on the supervisory eligible register for that installation.
- 6. Any employee detailed to perform the work of a higher level position shall be given a written management order which directs the employee to perform the work of the higher level position. The fact that the employee was directed in writing to perform the work of a higher level position will be accepted as evidence that the employee performed all the required duties of the assigned position. When local management decides that a non-supervisory position must be "covered" and an employee is detailed for that purpose, the position will not be segmented in scope for the sole purpose of avoiding a higher level pay opportunity. The duration or nature of the detail may be changed or terminated at any time by management by issuance of an amending written order.

ARTICLE XV

Work Schedules, Overtime, and Holiday Pay

A. Annual Rate Employees

The following provisions shall apply to regular annual rate employees represented by the Organizations except those assigned to road duty and rural carriers:

- 1. Definitions:
 - a. Service Week. Period beginning 12:01 a.m. Saturday and ending 12 midnight on Friday.
 - b. Service Day. Calendar day on which the majority of work is performed. Where work is distributed evenly over two calendar days, the service day is the calendar day on which work begins.

- c. **Basic Work Week.** A basic work week is five eight-hour service days, the eight hours to be within 10 hours or less during the service week for which a work schedule has been established. The following types of basic work weeks are recognized for use in postal field installations:
- (1.) **Fixed work days.** Any five eight-hour days in the service week on a recurring basis, however, to the maximum extent possible these five days shall be consecutive.
 - (2.) **Rotating work cycle.** Any five eight-hour days in the service week but with changing work day(s) on a regular cycle. For example, first week Saturday and Sunday off, second week Sunday and Monday off, etc.
 - (3.) **Periodic work cycle.** Any five eight-hour days in the service week but with changing work day(s) on a regularly recurring basis, for example, on duty every fourth Saturday in lieu of a regular scheduled work day(s).
 - (4.) **Relief work cycles.** Work schedules posted to match schedule(s) of the assignments of the employees relieved. These cycles may provide for either fixed or rotating work cycles.
 - (5.) **Flexible relief work cycles (Pool Operations).** Normal work schedule (fixed or rotating) of 5 days each week but subject to change of hours when notified in advance of reporting.
- d. **Work Schedule.** A regularly scheduled tour of specific hours for each scheduled service day within an established basic work week.
2. **Work Schedules:**
- a. In the interest of economy and efficiency the head of each installation shall establish a basic work week when there is 8 hours of work to be performed on each of 5 days within a service week. Whenever practicable without

detriment to the service arrange work schedules so that the hours of service are performed within a period of 10 hours or less including at least 30 minutes for rest or lunch break.

- b. A work schedule on a service day within the basic work week shall not be for less than 8 hours.
- c. The installation head shall at all times maintain the maximum number of Monday through Friday basic work weeks in his installation as far as practicable. Where other fixed work day schedules are established provide, whenever practicable, for 2 consecutive days off, for example: work, Saturday; off, Sunday, Monday; work, Tuesday, Wednesday, Thursday, Friday.
- d. The assignment of annual rate regular employees to a basic work week which includes Sunday as a scheduled work day shall be kept to a minimum.
- e. After the above provisions have been complied with, the selection, design, and application of the remaining basic work week assignments as defined in A.1.c. shall continue in effect in accordance with established past practice unless changed pursuant to local negotiation or consultation as appropriate.

B. Hourly Rate Regular Employees

The following provisions shall apply to hourly rate regular employees represented by the Organizations except those assigned to road duty:

1. **Service Week and Day Defined:**
 - a. **Service Week.** Period beginning at 12:01 a.m. Saturday and end at 12 midnight on Friday.
 - b. **Service Day.** The calendar day on which the majority of work is performed. Where work is distributed evenly over two calendar days, the service day is the calendar day on which work begins.
2. **Basic Work Week and Schedules:**
 - a. Hourly rate regular employees shall be scheduled to work any number of days, but not in excess of 40 hours in a service week. The days of work need not be consecutive.

- b. Daily hours of scheduled work shall be not less than two consecutive hours nor more than 8 hours in one day; a break of more than 2 hours in service requires another 2-hour period of employment. Daily scheduled hours shall be confined to accomplishment within a period of 10 consecutive hours or less including time off for lunch breaks.
- c. After the above provisions have been complied with, the selection, design, and application of basic work week assignments as defined in A.1.c. and schedules shall continue in effect in accordance with established past practice unless changed pursuant to local negotiation or consultation as appropriate.

C. Substitute Employees (Except Road Duty and Rural Carriers)

1. Utilization of Substitutes:

- a. Subject to service requirements, substitutes shall be scheduled in advance and notified prior to the end of their tour of duty as to when their service will be required the following day. Substitutes shall not be required to remain at home or call the Post Office to ascertain whether their services are needed.
- b. When a scheduled reporting time previously given to a substitute is to be changed, the substitute shall be given as much notice as possible. Other than when required by service needs, a substitute's scheduled reporting time shall not be changed without at least six hours notice.
- c. Employment of substitutes shall be confined to a period of twelve (12) consecutive hours beginning with the time he first reports for duty on a calendar day. After the end of that period he may not then be reemployed until an additional period of twelve (12) hours has elapsed, or until 12:01 a.m. the next calendar day, whichever is sooner; but in no event shall he be reemployed at 12:01

} a.m. or later unless 8 hours have elapsed from his past period of work.

2. Substitute Work Assignments:

a. Career Substitutes

- (1.) Assignment within Craft. Career substitute employees shall be assigned normally within the craft to which appointed (See Article XIV, B.7.).
- (2.) Details in Another Craft. Qualified career substitute employees may be detailed to work in another craft. They must meet any special requirements such as the possession of a valid motor vehicle operator's identification card or the ability to distribute mail by appropriate scheme (See Article XIV, B.7.).
- (3.) Distribution of Work Among Career Substitutes. When full employment is not available for all career substitutes or extra substitute work hours are required of career substitutes, distribute the workload as fairly as possible among qualified career substitutes within the same craft.

b. Temporary Substitutes

Temporary substitutes must not be employed to the detriment of career substitute employees. This means that temporary substitutes ordinarily shall not be given work assignments in a craft when qualified and available substitutes in the craft are not employed for an average of forty or more hours weekly. Prior to the employment of temporary substitutes, qualified career substitutes in another craft who have applied for additional work shall be given such work in order to provide them with an opportunity for 40 hours of employment (combined work and leave) in a service week. This section does not prohibit the simultaneous employment of temporary substitutes and career substitutes as necessary.

D. Rules of General Applicability

- 1. When any employee reports for duty in response to an order to perform service on any day (including a holiday or a day

designated as a holiday) he shall be employed for a minimum of two consecutive hours. Any break of more than 2 hours in service requires another 2-hour period of employment.

2. Any annual rate regular employee who after completion of his regular scheduled tour of duty for that day and after having left the installation is called back to work shall be employed for a minimum of two (2) hours unless the employee requests a shorter period of employment after the required work has been completed. Requirements of D.4. below, shall be observed.
3. A lapse of at least 8 hours shall be observed between the close of one work period of 12 hours or less and the start of a new work period.
4. The requirements of law to the effect that the hours of service of any employee covered by this agreement shall not extend over a longer period than 12 consecutive hours and no employee may be required to work more than 12 hours in one day shall be enforced by all levels of management. This requirement of law may be set aside only in the event of emergencies as determined by the Postmaster General.
5. Rest Day
Employees should not be employed for more than six (6) days in any service week except:
 - a. In unusual circumstances.
 - b. Month of December.
 - c. Where a career substitute or hourly rate regular employee would be in a paid leave or work status of less than 40 hours in that service week and such employee requested work assignment on the 7th day within the same service week.
6. Employees shall perform all duties and assignments as ordered. In the event an employee believes an assignment he performed, as ordered, violates any of the below he may seek a remedy in accordance with the provisions of Article

IX or other appropriate procedures. The Department does not condone supervisors ordering employees to perform duties or functions that are in violation of Federal laws, postal regulations, or which may constitute a health or safety hazard to themselves or to others.

E. Holiday Work

1. When a holiday or a day observed as a holiday falls on a scheduled work day for an annual rate or hourly rate regular employee, the maximum number of these employees as can be spared shall be excused from duty on such holiday. Employees who are required to work on such holidays shall be paid in accordance with the requirements of law.
2. When a holiday or a day observed as a holiday falls on a regularly scheduled non-work day for employees whose basic workweek is other than Monday through Friday, the first scheduled workday preceding the calendar holiday shall be observed as the employees' holiday for pay and leave purposes. If the employee is required to work on such a day designated as his "holiday" he shall be paid in accordance with requirements of law.
3. Substitutes shall be assigned to the maximum extent possible to cover holiday assignments.
4. After the required number of assignments have been determined, the method of selecting regular and/or substitutes to work on a holiday shall be a subject of local negotiation or consultation as appropriate.
5. Rules regarding employment of personnel on Christmas Day shall be the subject of separate instructions to be annually issued by the Department after consultation at the national level with the National Exclusive Organization for each craft.
6. Work schedules shall not be changed solely for the purpose of avoiding or providing payment of holiday premiums to employees.

F. Overtime

1. In emergencies or as the needs of the service require, em-

- ployees may be required to perform overtime work or to work on holidays.
2. Overtime shall be paid to all employees in accordance with the requirements of law.
 3. Overtime work shall be only for the specific period of time necessary, it being understood that except for the preceding provisions relating to employment on a holiday, on a scheduled non-work day or call back time there is no minimum guaranteed period of employment on overtime.
 4. Employees shall be given as much advance notice as possible of overtime. When an employee has been directed to work overtime, the supervisor ordering the overtime shall specify the minimum period of overtime to be performed by the employee. Although the minimum shall be specified, this does not preclude the performance of additional overtime as directed by a supervisor.
 5. In administering overtime within a craft, a cardinal principle will be that overtime should be granted on the basis of need—when it is needed, where it is needed, how it is needed and the skills required. When scheduling overtime all qualified employees within the appropriate craft shall be given opportunities for overtime on an equitable basis.

ARTICLE XVI

Leave

A. Basic Agreement

It is agreed to establish a nationwide program for vacation planning for regular and career substitute employees with emphasis upon the choice vacation period(s) or variations thereof.

B. Formulation of Leave Program

The formulation of the leave program within a local installation shall be a subject of (1) negotiation with employee organizations having exclusive recognition for the craft at that level, and (2) consultation with the employee organization(s) having formal recognition for the craft at that level; and shall be within the following general framework:

1. Installation heads and supervisors shall be responsible for scheduling and granting annual leave on an equitable basis with due regard for the needs of the service and the welfare of employees. Care shall be exercised to assure that no employee is required to forfeit any part of his annual leave.
2. Each employee shall be responsible for planning his vacation period in accordance with his personal desires subject to the approval of his supervisor.
3. Establishment of the choice vacation period(s) shall be determined by local negotiations or consultation, as appropriate, before December 1 for the following year, and may cover one or more designated choice periods during the leave year. Local agreements may exclude specific periods, in addition to December, from the choice vacation period(s) because of known local service requirements for such periods.
4. The vacation period should normally start on the first day of the employee's basic work week. This may be the subject of local negotiation or consultation, as appropriate.
5. Regular and career substitute employees shall be granted annual leave during the choice vacation period(s) as outlined below:
 - a. Regular and career substitute employees who earn 13 days annual leave per year shall be granted one choice of up to 10 days continuous annual leave during the choice vacation period(s). The number of days annual leave, not to exceed 10, shall be at the option of the employee. The remainder of their annual leave may be granted at other times during the year.
 - b. Regular and career substitute employees who earn 20 days or 26 days annual leave per year shall be granted one choice of up to 15 days continuous annual leave during the choice vacation period(s). The number of days annual leave, not to exceed 15, shall be at the option of the employee. The remainder of their annual leave may be granted at other times during the year.
 - c. The subject of whether an employee ordered for

military training during a choice vacation period is eligible for scheduled annual leave during a choice vacation period is a matter for local negotiation or consultation.

6. Installation heads may, upon request of an individual, grant a vacation period longer than that prescribed in 5.a. and b. above, provided this additional leave does not deprive any other employee of his first choice for scheduled vacation.
7. The number of employees granted annual leave during any given period shall be governed by service requirements and the number of employees available for necessary replacement.

C. Implementation

The following general rules shall be observed in implementing the vacation planning program:

1. The installation head and the exclusive organization or the formal organization for the craft, as appropriate, shall meet in consultation not later than the month of January to implement the vacation planning program, as previously established in B-3.
2. The installation head shall meet with the representatives of the employee organizations to discuss the workload data, past, present and anticipated.
3. The installation head shall:
 - a. Determine the amount of annual leave accrued to each employee's credit including that for the current year, the amount he must take to avoid forfeiture, and the amount he expects to take in the current year.
 - b. Determine the maximum number of employees that may be granted leave each week during the choice vacation period(s). In making this determination, consideration must be given to mail volume and other workload data for comparable periods in preceding years as well as anticipated workloads and current volume trends.
 - c. Determine a final date for submission of applications for vacation period(s) of the employee's choice during the choice vacation period(s).

d. Review application of each employee as promptly as possible. With due consideration to service requirements, make every effort to grant vacations as desired by the employees. Provide official notice to each employee of the vacation schedule approved for him.

4. A procedure in each office for submission of applications for annual leave for periods other than choice periods may be established through negotiations or consultation.
5. In order to meet advance commitments for granting annual leave when normal replacements are not sufficient, the work week of substitutes and/or regular employees may be expanded through the authorization of overtime or additional temporary substitutes may be employed.
6. Whenever for justifiable reasons an employee desires to take his vacation during a period which conflicts with that of other employees already scheduled, every reasonable effort will be made to work out a mutually agreeable exchange of periods.
7. Rural carriers shall be granted annual leave in minimum units of one day in accordance with their personal wishes, provided a substitute rural carrier of record is available for their replacement. It shall be the responsibility of each rural carrier to plan his vacation at times when a substitute of record is available.
8. Installation heads shall prepare a written outline of each step of the vacation leave plan resulting from negotiation or consultation. A copy of the plan shall be kept on file in the installation head's office, and a copy shall be placed on employees' bulletin boards, or otherwise made accessible to all employees.

D. Leave for Substitutes

1. Sick and annual leave shall be credited to substitutes as provided in Postal Manual 721.
2. Substitutes shall be granted sick leave not to exceed 8 hours for each day the substitute is scheduled to work, except as follows:

- a. When the substitute is normally scheduled for and performs less than 8 hours per day, sick leave granted shall equal the hours he would have worked on the day(s) absent.
 - b. When the substitute has no regular schedule but normally performs less than 8 hours per day, sick leave granted shall be equal to the average hours worked each day(s) of his absence by substitutes in the same work group of his craft.
3. Substitutes who request annual leave on any day they are scheduled to work may be granted such leave provided they can be spared. Leave charged cannot exceed 8 hours on any one day. The installation head may also consider a request for annual leave on any day a substitute is not scheduled to work.
4. No substitute employee who has been credited with forty hours or more of paid service (work, leave or combination of work and leave) in a service week shall thereafter be granted paid sick or annual leave during the remainder of that service week. Absences in such cases shall be treated as non-duty time not chargeable to paid leave of any kind.

ARTICLE XVII

Transportation Between Stations

- A. An employee who is regularly scheduled to work during a single duty period at more than one unit of a post office, such as the main office thereof and stations or other units, without a break in duty status, except for normal lunch periods, shall be allowed transportation expenses and travel time on the clock between the separate units of the post office, provided such travel has been duly authorized by a proper postal official.
- B. An employee who has been duly authorized by a proper postal official, and who is required to travel from one unit of a post office to another in an emergency situation, shall be allowed such necessary travel time on the clock and shall be authorized transportation expenses therefor.

C. An employee in a duty status and acting in the scope of his employment, who has been duly authorized by a proper postal official to travel from one unit of a post office to another, will be covered by the provisions of the Federal Tort Claims Act.

D. An employee who reports to a unit as scheduled and is then reassigned to a different unit shall be entitled to transportation costs to return to his original reporting unit at the completion of his tour. This provision is not applicable if the employee is regularly scheduled to the different units.

ARTICLE XVIII

Position Descriptions

A. Position Identification

Each position ranked as an Individual Position either by the Department or in the field shall contain the Civil Service Commission occupational code number and a reference to the key position which served as the basis for the salary level ranking of the position.

B. Annual Position Evaluation Review

A report on the results of the Annual Position Evaluation Review shall be made an Agenda Item for discussion at the next labor-management meeting with the local exclusive organization(s).

C. Availability of Position Descriptions

A copy of the Key, Standard, or Individual Position which represents the basis for the employee's title and salary level shall be made available to the employee on his request. Individual Position descriptions pertaining to a particular craft shall be made available by the installation head to that craft organization on its request provided the organization has local formal, or exclusive recognition.

D. Criteria of Position Descriptions

- 1. The criteria published in the Regional Manual for authorization of a Key, Standard, or Individual Position when not

part of the officially published position descriptions shall be furnished to the respective exclusive organization.

2. Whenever a question arises as to proper craft designation for a Standard or Individual Position, the determination shall be made by the Deputy Assistant Postmaster General, Bureau of Personnel, after consultation with the Employee Organizations.

ARTICLE XIX

Safety and Health

A. Safety and Health Committees

1. It is the responsibility of management to provide safe working conditions and to develop a safe working force. The Organizations offer to cooperate with and assist management to live up to this responsibility.
2. The Department and the Organizations insist on the observance of safety rules and safe procedures by employees and insist on correction of unsafe conditions.
3. To assist in the positive implementation of the program, there shall be established:
 - a. At each postal installation health units for groups of over 300 employees on a tour, when the Department determines funds, personnel and space are available for such purpose. It shall be staffed by a licensed physician and by registered professional nurses when they can be employed.
 - b. At each postal installation having 100 or more employees a joint Labor-Management Health and Safety Committee will be established. Similar committees may be established by negotiation in installations having fewer than 100 employees.
4. The membership of the committee will consist of the installation head or his representative (who shall be the Chairman), the safety officer (who will serve as Secretary), one supervisors' representative and one representative from each craft, to be selected as follows:
 - a. Each Organization with exclusive recognition in the installation shall designate for the craft it represents a committee member from that craft.
 - b. If no organization has exclusive representation for a particular craft at the installation level, an organization with formal recognition at the local level and exclusive recognition at the national level shall designate for that craft a committee member from that craft, and
 - c. In all other instances each organization with formal recognition at the installation level shall nominate three employees in the craft concerned to the installation head who shall select one from all nominees presented as a committee member.
5. Conflict of interest situations could occur if grievance representatives of the Organization are members of the Safety and Health Committee, therefore, such grievance representatives should not be on the Committee.
6. It is the intent of this program to insure broad exposure to employees, to develop interest by active participation of employees, to insure new ideas being presented to the Committee and to make certain that employees in all areas of an installation have an opportunity to be represented. At the same time, it is recognized that for the program to be effective it is desirable to provide for a continuity in the committee work from year to year. Therefore, except for the Chairman and Secretary, the Committee members shall serve three year terms but shall not be eligible to succeed themselves. For purposes of implementation, approximately one-third of the committee membership serving at the time this Agreement becomes effective will have their term extended for a 1-year period, another one-third will have their term extended for a two-year period, and the remaining one-third will be replaced by new members to complete the committee complement. Determination of which committee members will have their terms extended for one or two year periods, respectively, shall be accomplished by lot.
7. Installations with less than 100 employees may consult or negotiate with installation heads, as appropriate, to establish a Safety and Health Committee which will consist of the

installation head, or his designee, as Chairman, one representative from each organization representing 25 or more employees and one single representative to represent all other craft or occupational groups. The single representative must represent all crafts and occupational groups on a fair and impartial basis. All other conditions established for the composition and operation of Committees in offices with over 100 employees will apply to the Committee established pursuant to this paragraph.

8. The Health and Safety Committee shall meet at least quarterly and at such other times as designated by the Chairman. 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 Health and Safety Committee when agenda item(s) relate to the activities of the Health Unit.
9. The Committee shall review the progress in accident prevention and health at the installation; determine program areas which should have increased emphasis; make recommendations to the installation head on matters concerning safety and health; when so directed by the Chairman, on the spot inspection of particular troublesome areas may be made by individual Committee members or a sub-committee of the members of the Committee (when so directed the Committee member(s) shall be on official time); and submit reports and recommendations which shall be considered by the installation head who shall, within a reasonable period of time, advise the Committee of actions taken.

B. Health Program

1. Health maintenance is primarily the responsibility of the individual. The Department, however, has obligation to provide a safe working environment for its employees and has a valid interest in their welfare and the prevention of loss of work time and productivity.
2. Employees may voluntarily participate in immunization programs when the Department determines such programs are to be provided based on the following conditions:

- a. Employees by reason of their occupation or job assignment are exposed to significantly increased hazards;
 - b. An impending epidemic threatens to disable so large a portion of the employees as to materially interfere with postal operations.
3. Health surveys, such as Chest X-rays and glaucoma programs, will be conducted when authorized by the Department.
 4. Each installation head shall make certain that the telephone numbers for doctors, ambulances, rescue squads, hospitals and Bureau of Employees' Compensation Medical facilities are posted for use in medical emergencies.
 5. Each postal installation shall act to encourage and participate in the operation of a blood bank. Postal employees may be excused for the time necessary, but not to exceed one (1) day, to cover absence from regular tours of duty to make blood donations without remuneration to a Red Cross or other nonprofit blood bank. Such absence shall be without loss of pay or charge to annual or sick leave.

ARTICLE XX

Uniforms

A. All Uniforms

Dates when seasonal changes in uniforms are to take place may be negotiated locally.

B. Window Clerk Attire

1. Eligibility for uniform allowance: All employees in first and second class offices assigned on a continuing basis to a public window in a first or second class post office either for a minimum of four hours on five days a week or for not less than 30 hours a week, are required to wear window clerk uniform.

2. Uniform items to which uniform allowances are applicable:

| | |
|---------------------|----------------|
| <i>Male:</i> | <i>Female:</i> |
| Business-type shirt | Blouse |
| Jacket | Jacket |
| Tie | Emblem |
| Emblem | |

3. Details as to fabric, color, and design will be that adopted by the Uniform Allowance Advisory Board.

4. The installation head may require clerks who are regularly assigned to serve at a public window, but who are not eligible to receive the uniform allowance to appear in neat and clean attire which meets the local standards for appropriate business attire. The matter of specific business attire may be subject to local negotiation.

ARTICLE XXI

Employee Services

Vending Machines

1. Each craft or occupational group of employees shall have one representative from the craft or occupational group on the Employee Welfare Committee having control over vending machine operations in work rooms and swing rooms.
2. Any organization with exclusive recognition at the installation and any Organization party to this Agreement that has formal recognition at the installation shall, in January of each year, submit in the order of preference the names of three persons selected by the organization to the installation head. Within thirty days, and after giving due consideration to the order of preference, the installation head shall appoint one of the persons selected to represent the craft or occupational group involved. The list submitted by the organization may or may not include the incumbent.
3. If no organization has formal or exclusive recognition for a craft or occupational group, an election shall be held by such craft or occupational group and the installation head shall select the craft or occupational group employees receiving the highest number of votes.
4. The Employee Welfare Committee shall meet regularly but in any event, no less than once each six months. The Employee Welfare Committee shall meet on official time.
5. The Employee Welfare Committee represents all employees in the installation and is responsible for administering com-

mittee funds for the recreation, welfare and benefit of all employees in the installation. The Employee Welfare Committee is specifically responsible for, but not limited to:

- a. Contracting for the operation of vending machines through open competitive bidding;
 - b. Restricting items sold in vending machines to those prescribed in the Department's regulations;
 - c. Periodic publications of financial status for the information of all employees;
 - d. Expending Committee funds advantageously for the welfare, benefits and recreational activities of all employees. No profits shall accrue to the benefit of any single group, organization or individual.
6. The expenditure of funds of the Employee Welfare Committee shall be by three-fourths vote. The accounting and auditing of all funds shall be as prescribed by regulations governing such funds in official Departmental publications.
 7. The rates charged the Employee Welfare Committee for utilities furnished shall be as prescribed by the Post Office Department.

ARTICLE XXII

Posting

- A. Except for rural carrier vacancies, vacant craft duty assignments shall be posted as follows:
 1. All vacant or newly established craft duty assignments, except confidential positions as defined in consultation between the Deputy Assistant Postmaster General, Bureau of Personnel and the Organization involved shall be posted for employees of the craft or crafts eligible to bid within 10 days after a determination has been made the position is not to be reverted. If a vacant duty assignment has not been posted within 30 days, upon request, the installation head or his designee shall consult with the organization concerned.
 2. If the vacant assignment is reverted, a notice shall be posted

within 10 days advising of the action taken and the reason therefor.

3. In the clerk, motor vehicle, maintenance (custodial), and mail handler crafts, when it is necessary that fixed scheduled day(s) of work in the basic workweek for a craft assignment be permanently changed, the affected assignment(s) shall be reposted.
4. In the letter carrier craft and in the special delivery messenger craft a permanently changed scheduled nonworkday shall be posted. The letter carrier or the special delivery messenger whose fixed scheduled nonworkday was necessarily changed retains his assigned route. The senior eligible letter carrier or special delivery messenger who applies for the changed nonworkday in the craft involved shall be assigned to the new basic schedule without changing from his route. Letter carriers or special delivery messengers eligible to bid are those within the sections as established with the respective craft by local negotiation or consultation as appropriate, which negotiation or consultation shall be for the specific purpose of implementing this subparagraph as it applies to the letter carrier craft and to the special delivery messenger craft. In the absence of such designation of sections by local negotiation or consultation, all regular letter carriers or regular special delivery messengers may bid for the changed nonworkday within their craft on an installation wide basis.
5. The determination of what constitutes a sufficient change of duties, principal assignment area, or scheme knowledge requirements, to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.
6. No assignment will be posted because of change in starting time unless the change exceeds an hour. Whether to post or not is negotiable at the local level, if it exceeds one hour.
7. An unassigned regular employee may bid on duty assignments posted for bids by employees in his craft. If he does not bid, he may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. His preference is to be considered if more than one such assignment is available.

8. In the motor vehicle craft, when requested by the local organization having exclusive or formal recognition:

- a. All regular motor vehicle operator and tractor-trailer operator assignments in cities where daylight time is observed shall be posted for bids twice each year incident to the time changes.
- b. In other cities such assignments shall be posted for bids once each calendar year.

B. Place of Posting

The notice inviting bids for a craft assignment shall be posted on all official bulletin boards at the installation where the vacancy exists, including stations and branches, as to assure that it comes to the attention of employees eligible to submit bids. Copies of the notice shall be given to the local exclusive or formal organization(s) for the craft(s) affected. When an absent employee has so requested in writing, stating his mailing address, a copy of any notice inviting bids from his craft shall be mailed to him by the installation head.

1. In the letter carrier, maintenance (custodial), special delivery messenger and mail handler crafts, posting and bidding for preferred duty assignments shall be installation-wide unless the local agreement or established past practices specifically limits bidding to sections defined in compliance with the reassignments agreement, Article XII, Section C.4.a.
2. In the clerk and the motor vehicle crafts, posting and bidding for preferred duty assignments shall be installation-wide, without exception.

C. Length of Posting

The notice shall remain posted for 10 days, unless a different length for the posting period is established by local agreement or in consultation, as appropriate.

D. Information on Notices

Information shall be as shown below and shall be specifically stated:

1. The duty assignment by position title and number (e.g. key, standard or individual position).

2. PFS salary level.
3. Scheme knowledge requirements where applicable.
4. Hours of duty (beginning and ending).
5. The principal assignment area (e.g., section and/or location of activity).
6. Qualification standards, including occupational code number when such standards and numbers are available.
7. Physical requirement unusual to the specific assignment.
8. Invitation to employees to submit bids.
9. The fixed or rotating schedule of days of work, as appropriate.
10. If city carrier route is involved the carrier route number shall be designated.

E. Successful Bidder

1. Within 10 days after the closing date for the posting (including December) the installation head shall post a notice stating the successful bidder and his seniority date.
2. The successful bidder must be placed in the new assignment within 21 days except in the month of December. The local agreement may set a shorter period.
3. When the duty assignment requires scheme knowledge, if the senior bidder is qualified on the essential scheme requirements of the position, assign him in compliance with 2 above. If the senior bidder is not qualified on the essential scheme requirements when the posting period is closed, permanent filling of the preferred assignment shall be deferred until he is qualified on the essential scheme requirements, but not in excess of 90 days. The deferment period shall begin the day notice is posted stating the successful bidder. Immediately after the end of the deferment period, the senior bidder then qualified shall be permanently assigned. During the deferment period, the assignment normally should be filled by the detail of a qualified employee.
4. Normally the successful bidder shall work the duty assignment as posted.

ARTICLE XXIII

Promotions

Methods of Qualifying Employees To Be Placed on an Eligibility List (Register)

A. For Initial Promotion to Initial Level Supervisory Positions in the Post Office Branch of the Postal Field Service

1. *Written Examination.* An employee's name will be placed on an eligibility list (register) upon successfully passing an appropriate written examination prescribed by the Post Office Department.
2. *Eligibility To Take the Written Examination.* Any career regular or career substitute employee in the Post Office Branch of the Postal Field Service (except substitute rural carrier), at PFS-3 or higher who has a total of four (4) or more years of career service in the clerk, letter carrier, mailhandler, rural carrier, or special delivery messenger craft or in a combination of those crafts, is eligible. Any regular or career substitute employee in a branch of the service other than the Post Office Branch, i.e., Motor Vehicle or Maintenance (Custodial), who has a total of five (5) or more years of career service in the clerk, letter carrier, mailhandler, rural carrier, or special delivery messenger craft or a combination of those crafts, is eligible. Any PFS-3 employee in order to be eligible must have passed the clerk-carrier examination.
3. *Standing on List (Register).* An eligible employee's standing on the list (register) is determined by his score on the written examination supplemented by service credit. Service credit is computed by adding to his written examination score on the eligible list (register) one-half (½) point for each full year of postal service not to exceed 27 years. Military service is creditable as service credit provided military service interrupted continuous postal service.
4. *Establishment of Lists (Registers).* Lists (registers) prescribed by this section shall be established at all post offices which have twenty-five (25) or more employees at the time an examination is given.

B. For Initial Promotion to Initial Level Supervisory Positions in the Maintenance (Custodial) Branch of the Postal Field Service

1. *Written Examination and/or Standing on List (Register).*

An employee's name will be placed on an eligibility list (register) upon successfully passing an appropriate written examination prescribed by the Department. Service credit is computed by adding to his written examination score on the eligible list (register) one-half ($\frac{1}{2}$) point for each full year of postal service not to exceed 27 years. Military service is creditable as service credit provided military service interrupted continuous postal service. Pending the establishment of an appropriate written examination prescribed by the Department, each first-line supervisory vacancy to be filled by promotion will be posted for fifteen (15) calendar days. Those employees who meet the posted qualification standards shall be placed on a list (register) in order of total service in the Maintenance (Custodial) Branch.

2. *Eligibility to Take the Written Examination and/or to be Placed on a Promotion List (Register).* To be eligible, employees in the Maintenance (Custodial) Branch must have 4 years of service in that Branch. Employees not currently in the Maintenance (Custodial) Branch must have had at least 5 years service in the Maintenance (Custodial) Branch.

C. For Initial Promotion to Initial Level Supervisory Positions in the Motor Vehicle Branch (Operations and Maintenance) of the Postal Field Service

1. *Written Examination and/or Standing on List (Register).*

An employee's name will be placed on an eligibility list (register) upon successfully passing an appropriate written examination prescribed by the Department. Service credit is computed by adding to his written examination score on the eligible list (register) one-half ($\frac{1}{2}$) point for each full year of postal service not to exceed 27 years. Military service is creditable as service provided military service interrupted continuous postal service. Pending the establishment of an appropriate written examination prescribed by

the Department, each first-line supervisory vacancy to be filled by promotion will be posted for fifteen (15) calendar days. Those employees who meet the posted qualification standards shall be placed on a list (register) in order of total service in the Motor Vehicle Branch.

2. *Eligibility to Take the Written Examination and/or be Placed on a Promotion List (Register).* To be eligible, employees in the Motor Vehicle Branch must have 4 years of service in that branch. Employees not currently in the Motor Vehicle Branch must have had at least 5 years service in the Motor Vehicle Branch.

Zone of Consideration Within Eligible Registers From Which Initial Selection for Promotion to Initial Level Supervisory Positions Shall Be Made

A. To Initial Level Supervisory Positions in the Post Office Branch of the Postal Field Service

The top fifteen percent (15%) of the eligibles on the supervisory promotion list (register) at the time of filling each initial level supervisory position constitutes the "Zone of Consideration." When the top 15% produces more than 100 names of employees, the zone of consideration shall be the top 100 names on the list. When the top 15% produces less than 9, the top 9 employees shall be the zone of consideration. When 9 or less employees are on the list (register) all employees on the list (register) shall be the zone of consideration.

B. To Initial Level Supervisory Positions in the Maintenance (Custodial) Branch of the Postal Field Service

The zone of consideration shall be the top 50% of the employees on the list (register). When the top 50% produces more than 50 employees, the zone of consideration shall be the top 50 employees on the list (register). When the 50% produces less than 6, the top 6 employees shall be the zone of consideration. When 6 or less employees are on the list (register), all employees on the list (register) shall be the zone of consideration.

C. To Initial Level Supervisory Positions in the Motor Vehicle Branch (Operations and Maintenance) of the Postal Field Service

The zone of consideration shall be the top 50% of the employees on the list (register). When the top 50% produces more than 50 employees, the zone of consideration shall be the top 50 employees on the list (register). When the 50% produces less than 6, the top 6 employees shall be the zone of consideration. When 6 or less employees are on the list (register), all employees on the list (register) shall be the zone of consideration.

Promotion Appeal Procedure

A. Non-Promoted Employees

Non-promoted employees who are within the "Zone of Consideration" shall upon their oral and/or written request to the installation head or promotion authority be informed orally and/or in writing, in accordance with the way the request was submitted, of the specific reason(s) why they were not selected and be given (1) advice on correcting any deficiencies that contributed to their non-promotion and (2) training and other services are available without incurring additional costs to the Department.

B. Eligibility To Appeal

An employee desiring to file a promotion appeal must file within thirty (30) working days after the day of the promotion which caused the employee to appeal. A promotion appeal may only be filed and processed on the appellant's complaint that a procedural error is alleged to have been made in processing the promotion. The determination of qualifications or relative qualifications is not a procedural matter. In order for an appellant to be eligible to file a promotion appeal, a promotion must have been made for which the appellant was eligible. An employee organization may file an appeal on behalf of an employee provided the employee has so authorized the organization in writing.

C. Appellate Level

A decision of the installation head may be appealed to the Regional Director. Where the promotional authority is not vested in the installation head, the promotion appeal shall be referred by the Regional Director to the Assistant Postmaster General, Bureau of Personnel.

D. Information on Appeals

The appellant's appeal must be labeled "Promotion Appeal" and it must contain as a minimum the following information:

1. Name, title and grade level of appellant.
2. Identification of the promotion involved and the successful applicant.
3. Reasons or bases for appellant's belief that promotion procedures were not followed or otherwise were violated.
4. Name of designated representative (individual or organization) if any.
5. A request for a discussion at the Regional Level, if such is desired.

E. Appellant's Right of Representation

An employee has the right to select whomever he desires to represent him in a promotion appeal. When an employee requests an organization rather than an individual to represent him in a promotional appeal, management will recognize the President of that organization as the representative, unless that official designates another organization representative.

F. Right of Organization With Exclusive Recognition

The exclusive organization shall have the following rights in promotion appeals:

1. To be notified of the time and place of and to be present at any discussion between the Department's representatives and the employee and/or his representative.
2. The organization, if any, with exclusive recognition at the level where the appeal is being processed shall be furnished with a copy of the written decision.
3. If not the designated representative of the appellant, shall have an opportunity to state the exclusive organization's position on the appeal. This right shall be exercised only one time and shall follow the presentation made by the employee and/or his representative.

G. Processing of Appeal

1. Upon receipt of the first appeal by the Regional Director, he shall notify the Postmaster that an audit committee is to be immediately established to develop the facts relating to the procedural handling of the promotion.
2. The audit committee will consist of a representative of the Postmaster and a representative selected by the Employee Organization which holds exclusive recognition at the national level.
3. Within 10 days after formation of an audit committee, the committee will send directly to the Regional Director a signed report setting forth joint and/or individual findings concerning the procedural handling of the promotion. No other appeal on the same promotion action shall be processed.

H. Decision of the Regional Director

1. If the appellant or his representative requests informal discussion at the time he appeals, the Director of the Personnel Division shall then arrange to meet with the employee and/or his representative prior to the decision of the Regional Director. All travel and other costs on the part of the organization, the appellant or his representative shall be at his own expense. However, the Regional Director shall arrange to have annual leave or leave without pay granted at the option of each employee involved.
2. The Director, Personnel Division, shall summarize the discussion and make his recommendation to the Regional Director who shall render a decision based on the record of the official file including employee's appeal, the audit committee's report and summary of discussion with the Director of Personnel Division within ten (10) days after receipt of the audit committee's report. If no informal discussions are held, the decision will be rendered within ten (10) days after receipt of the audit committee's report by the Regional Director.
3. No additional information shall be solicited by the Director, Personnel Division. However, he may accept new relevant

and material evidence which was not previously available upon a showing by the party presenting the new evidence that it was not previously disclosed through no fault of the party making request for its consideration. Copies of the Regional Director's decision shall be forwarded to the appellant, his representative and the installation head. The basis for the decision shall be stated as clearly as practical. If the Regional Director's decision is that there was a procedural error, he shall order immediate corrective action.

I. Review of Regional Director's Decision

There shall be no appeal from the Regional Director's decision. However, a national officer of an Organization may request the Assistant Postmaster General, Bureau of Personnel, to review a decision of the Regional Director. Such a request must indicate the specific reasons for believing that either the promotion or the promotion appeal was not handled in accordance with procedures.

J. Residual Authority

These procedures in no way impair the residual authority of the Postmaster General.

K. Termination

An appeal will be terminated when so requested by the appellant at any stage of the proceedings.

ARTICLE XXIV

Parking Control

When the installation head determines parking facilities are available in excess to the needs of the Federal government, the guidelines for the assignment of such remaining parking facilities may be a subject of negotiation or consultation, as appropriate. The continuing use of parking facilities made available to employees is contingent upon the needs of the Federal government.

ARTICLE XXV

Mechanization

- A. It is recognized that representatives of Employee Organizations can contribute to the efforts of the Department in the area of mechanization. Therefore, while the Department retains the right to determine the methods, means and personnel by which operations are conducted, a mechanization committee shall be established. The committee shall be primarily concerned with the effects on personnel of proposed and adopted mechanization.
- B. Representation on the committee, to be specifically determined by the Department and the Organizations, shall include one person from each of the organizations and representatives from appropriate Bureaus in the Department.
- C. In relation to mechanization the committee shall:
1. Be consulted about proposed implementation.
 2. Identify and discuss problems resulting from mechanization.
 3. Propose solutions to problems.
 4. Be advised of the results of research when appropriate.
- D. The committee shall be scheduled to meet bimonthly and at such other times as the committee may deem necessary.

ARTICLE XXVI

Postal Manual Conflict

To the extent provisions of the Postal Manual which are in effect on the effective or renewal date of this Agreement are in conflict with this Agreement the provisions of this Agreement will govern.

ARTICLE XXVII

Duration of Agreements and Special Provisions

- A. Agreement and National Supplemental Agreements, become effective when signed and shall remain in effect through

October 31, 1967, at which time they will expire. At least 60 but not more than 90 days prior to the expiration date, the parties agree to enter into negotiations for a new national agreement and supplements.

B. Duration of Local Agreements

Local agreements and supplements thereto whether new, amended, modified or added to all shall become effective as of the date mutually agreed to by the parties who negotiate them and shall terminate on the same date as the National Agreement and Supplements; however, local agreements and supplements will be extended to the close of any period of local negotiations determined by the parties to the National Agreement at which time they will terminate.

BASIC AGREEMENT

Post Office Department

By: Lawrence F. Brown
Postmaster General
EMPLOYEE ORGANIZATIONS

**NATIONAL ASSOCIATION OF
LETTER CARRIERS, AFL-CIO**

By: Jerome J. Keating
Jerome J. Keating
President

**NATIONAL ASSOCIATION OF POST
OFFICE AND GENERAL SERVICES
MAINTENANCE EMPLOYEES, AFL-CIO**

By: Ross A. Messer
Ross A. Messer
Legislative Representative

**NATIONAL ASSOCIATION OF POST
OFFICE MAIL HANDLERS, WATCHMEN,
MESSENGERS & GROUP LEADERS, AFL-CIO**

By: Harold McAvoy
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President

**NATIONAL ASSOCIATION OF SPECIAL
DELIVERY MESSENGERS, AFL-CIO**

By: Michael J. Cullen
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President

**NATIONAL FEDERATION OF POST OFFICE MOTOR
VEHICLE EMPLOYEES, AFL-CIO**

By: Everett G. Gibson
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President

NATIONAL RURAL LETTER CARRIERS' ASSOCIATION

By: Carey W. Hilliard
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President

UNITED FEDERATION OF POSTAL CLERKS, AFL-CIO

By: E. C. Hallbeck
E. C. Hallbeck
President

Washington, D. C.

August 31, 1966

SUPPLEMENTAL AGREEMENT

Seniority

A. Introduction

1. The Department and the National Association of Letter Carriers, AFL-CIO; the National Association of Post Office Mail Handlers, Watchmen, Messengers, and Group Leaders,

**NOTE: Pages
110 through 115
do not apply
to the Clerk
Craft**

AFL-CIO; the National Association of Special Delivery Messengers, AFL-CIO; and the United Federation of Postal Clerks, AFL-CIO; agree to the following seniority principles which replace all former rules, instructions and practices.

2. This Agreement will continue relative seniority standings properly established under past instructions, rules, and practices and the Agreement shall be so applied. Seniority standings established before July 1, 1964, shall not be changed except to correct an error. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

B. Coverage

These rules apply to career annual rate and hourly rate regular employees and to career substitute employees when a guide is necessary for filling vacant assignments and for other purposes. No employee, solely by reason of this Agreement, shall be displaced from an assignment he gained in accord with former rules.

C. Responsibility

The installation head is responsible for day-to-day administration of seniority. Installation heads where practicable will post a seniority list. If not practicable, such information will be made available. The application of this general agreement shall be open to negotiation at post office level with the organization having exclusive recognition there for the craft. Should no organization have such exclusive recognition, there shall be consultation with the organization with formal recognition for the craft.

D. Definitions

1. Craft Group—A craft group is composed of those positions for which an Organization has secured exclusive recognition at the national level.
2. Seniority for career regular employees for preferred as-

signments and for other purposes for application of the terms of the national agreement and supplements:

- a. This seniority determines the relative standing among career regular employees. It is computed from career appointment in a particular craft and level and continues to accrue so long as service is uninterrupted in the same craft and level in same post office, except as otherwise specifically provided.
 - b. Seniority (except mail handler craft, see 3.c. below) shall include employment in PFS-4 and PFS-5 assignments listed in paragraph 3.d. below.
 - c. Seniority for mail handler craft shall include all employment in PFS-3 and PFS-4 assignments listed in paragraph 3.d. below.
3. An employee may not bid on an assignment involving a change in level except for the following positions which are to be filled by the senior qualified bidder meeting the qualification standards established for that position from the appropriate craft(s) as herein indicated. Also, employees in assignments listed in d., below, may bid on PFS-4 positions within their respective crafts (except in mail handler craft—level PFS-3 positions).
- a. An employee obtaining one of the positions listed below may bid on another position in his craft and within the list.
 - b. An employee surplus from a level 5 assignment not listed in d., below, or from a higher level assignment, must bid and compete on a senior qualified basis to be assigned in one of the listed level 5 assignments. Paragraph F.4.c. gives him bidding seniority, for return to the craft from which promoted, credit for his continuous career service in the same post office in PFS-4 and higher levels. This rule also applies to a surplus employee who bids for return to level 4 in the craft from which promoted.
 - c. In the mail handler craft, the seniority rules in section D apply to permit PFS-3 mail handlers to bid for the listed PFS-4 positions; to permit mail handler craft

employees in the listed PFS-4 positions to bid for PFS-3 positions in the mail handler craft and in the same level. Successful bidders retain seniority upon change in salary level.

| d. Position Number | Title | Craft or Crafts |
|--------------------|---|--|
| KP 17 | Claims Clerk—Paying Officer | Clerk |
| SP 1-32 | Label Facing Slip Technician | Mail Handler |
| <u>SP 1-33</u> | <u>Group Leader, Mail Handlers</u> | Mail Handler |
| SP 2-3 | Information Clerk | Clerk |
| SP 2-4 | Scheme Examiner | Clerk |
| SP 2-41 | Special Distribution Clerk | Clerk |
| SP 2-156 | Stamp Supply Clerk | Clerk |
| SP 2-157 | Special Postal Clerk | Clerk |
| SP 2-158 | Schedule Clerk—Foreign Mails | Clerk |
| SP 2-181 | General Office Clerk—Foreign Mails | Clerk |
| <u>SP 2-188</u> | <u>Civil Service Examiner-in-charge</u> | Clerk, Carrier, Special Delivery Messenger, Group Leader, Mail Handler |
| SP 2-195 | Vehicle Operations Maintenance Assistant | Clerk, Carrier or Special Delivery Messenger |
| SP 2-218 | Receiving Clerk—Foreign Air Mail | Clerk |
| <u>SP 2-229</u> | <u>Trip Accounts Clerk</u> | Clerk |
| SP 2-261 | Carrier-Technician | Carrier |
| <u>SP 2-346</u> | <u>Procurement, Property and Supply Assistant</u> | Clerk |
| SP 2-354 | Mail Processing Machine Operator | Mail Handler |
| <u>SP 2-362</u> | <u>Parcel Post Distributor (Machine)</u> | Clerk |
| <u>SP 2-370</u> | <u>Transit Mail Expediter</u> | Clerk |
| SP 2-382 | Distribution & Dispatch Expediter | Clerk |
| <u>SP 2-383</u> | <u>Rack Distribution and Dispatch Expediter</u> | Clerk |
| <u>SP 2-384</u> | <u>Distribution Review Clerk</u> | Clerk |
| <u>SP 2-385</u> | <u>Ramp Clerk, AMF</u> | Clerk |
| <u>SP 2-387</u> | <u>Bulk Mail Technician</u> | Clerk |

| | |
|---|--------------|
| <u>SP 2-388 Window Services Technician</u> | Clerk |
| <u>SP 2-433 Self Service Postal Unit Technician</u> | Clerk |
| <u>IP (All (SP pending) Distribution Clerk</u> | Clerk |
| <u>Regions) (Machine)</u> | |
| <u>IP (All (SP pending) Group Leader,</u> | Mail Handler |
| <u>Regions) Label Unit</u> | |

4. A city carrier who is reassigned to a clerk or a clerk who is reassigned to city carrier at the same post office shall have seniority from date of such reassignment for the first five years in the new position and thereafter his seniority shall be reckoned from the date of his career appointment in his former occupation.
5. Duty Assignment.
A duty assignment is a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.
6. Preferred Duty Assignment.
Any assignment preferred by a career regular employee.
7. Bid.
A written request submitted to the postmaster to be assigned to a duty assignment by a career regular employee eligible to bid on a vacancy or newly established duty assignment.
8. Application.
A written request by a career regular employee for consideration for an assignment for which he is not entitled to submit a bid.
9. Change between Substitute Craft Rosters.
 - a. Change by Employee's Request—when a career substitute transfers from one craft to another craft, he shall be assigned to the foot of that substitute roll and begin a new period of seniority effective the date of reassignment.
 - b. Mutual Exchange—mutual exchanges of positions between career substitutes in the same salary level in the same installation may be made only to the standing on

the substitute roll which would have been obtained had the employee originally been appointed to the roll to which he is transferring but in no event shall he be placed higher on the substitute roll than the substitute with whom he is exchanging positions.

10. Relative Standing on the Substitute Roll.
 - a. Substitute employees are placed on the career substitute roll of their respective crafts in the order of the date of career appointment from a competitive Civil Service eligible register or other means. In cases of appointment of more than one eligible on the same day from the same competitive register, their position on the substitute roster will be in accord with their standing on the Civil Service eligible register.
 - b. Substitute employees shall be changed to regular (annual rate) positions of the same designation and PFS salary level in the order of their standing on the substitute roll except as provided for mobile station substitutes.
11. Surplus Career Employees—surplus career employees from non-mail processing and non-mail delivery installations, regional offices, the Post Office Department Headquarters or from other Federal departments or agencies begin a new period of seniority effective the date of reassignment.
12. Special Rules Applicable to Clerk Craft only.
 - a. This section applies to all clerks, PFS salary level 4 or 5, who have changed or hereafter are changed between post office and road clerk assignments.
 - b. Seniority for preferred assignments which has been established under the July 1, 1964, Agreement continues except as herein provided.
 - c. The seniority for preferred assignments of an excess clerk reassigned between post office and road clerk assignments on or after July 23, 1960, includes both his post office and road clerk seniority as established July 23, 1960 for road clerks.
 - d. A substitute or regular clerk's voluntary change at the mobile station location between post office and road

clerk assignments, on or after July 23, 1960, is at the foot of the substitute roll. Upon his change to regular from the top of substitute roll, his seniority for preferred assignments includes his post office and road clerk seniority as established in c. above. Refer to Section G as to other voluntary changes.

e. The rules in this section apply to clerks in transfer offices on the date this section became effective, March 17, 1966. Thereafter, clerks in transfer offices are subject to the rules generally applicable in the clerk craft.

f. Change by Employees Request.

(1.) When a career mobile substitute voluntarily requests reassignment to a stationary installation, other than the stationary installation of the mobile station, he shall be placed at the foot of the substitute roll and starts a new period of seniority.

(2.) A career mobile substitute or regular employee's voluntary change from a level 5 mobile substitute to a level 4 substitute at the stationary installation of the mobile station is at the foot of the substitute roll. Upon change to regular, from the top of the substitute roll, seniority for preferred assignments shall include the seniority acquired in level 5 before such voluntary change, augmented by his substitute service in level 4.

13. Special Rules Applicable to Mail Handler Craft only.

a. Seniority.

For the purposes of this Supplemental Agreement, seniority for preferred assignments begins with career employment in the mail handler craft and continues as long as service is uninterrupted in this craft and in the same installation, except as stated in Postal Manual, section 748.2 and the Basic Agreement.

b. Change to Lower Level.

Except as specifically provided for in the Basic Agreement or in section 748.2 of the Postal Manual, change from a higher salary level to the mail handler craft

must be to the foot of the substitute roll when the change is:

- (1.) at the request of the employee
- (2.) for disciplinary reasons, or
- (3.) for failure to meet requirements in the higher salary level.

c. Special Reassignments.

The following rules apply to those former career regular post office mail handlers who were reassigned to mail bag repair centers and depositories on or before July 1, 1956, and who since such reassignment have been continuously employed in the same center or depository and subsequent to March 31, 1965:

(1.) When such an employee is declared excess pursuant to the administrative extension or application of Article XII of the National Agreement and the Civil Service regulations and is returned to the mail handler craft in the same post office from which he was reassigned, his seniority shall be the same as for continuous service in the craft and post office.

(2.) Should such an employee who is not excess volunteer to be returned to the post office in place of a junior excess employee, his seniority in the mail handler craft and post office will be that of the junior excess employee.

(3.) If such an employee voluntarily transfers to his former post office he shall begin a new period of seniority.

(4.) The provisions of Article XII, B,10, Basic Agreement, are not applicable to employees covered by this section.

E. Special Benefits to Certain Veteran Employees

1. Employees whose names were within reach on an eligible register between May 1, 1940 and October 23, 1943, and who lost opportunity for career appointment by reason of military service, who subsequently received career appoint-

ment based on restored eligibility, and were granted the benefits of Public Law 577, amended by Public Law 492, are entitled to seniority from the date the lower eligible on the same list of eligibles received a career appointment.

2. Employees whose names are within reach on an eligible register and who lost opportunity for career appointment because of service in the military service after June 30, 1950, who subsequently received career appointment based on restored eligibility, and were granted the benefits of Public Law 121 are entitled to seniority from the date the lower eligible on the same list of eligibles received a career appointment.

F. Changes in which Seniority is Retained, Regained or Restored

1. Reemployment After Disability Separation—On reinstatement or reemployment after separation caused by disability, retirement or resignation because of personal illness and the employee so stated in his resignation and furnished satisfactory evidence for inclusion in his personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same postal installation and craft and in the same or lower PFS salary level, from which originally separated; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from the Bureau of Retirement and Insurance, Civil Service Commission, and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner. When reinstatement is to the substitute roll, standing on the roll shall be the same as if employment had not been interrupted by the separation.
2. Restoration—On restoration in the same craft in the same installation after return from military service, transfer under letter of authority or unjust removal, employee shall regain the same seniority rights he would have if not separated.

3. Reassignment and Return in 90 Days—A career employee, regular or substitute, voluntarily reassigned from one craft to another at the same installation with or without change in PFS salary level, and voluntarily reassigned within 90 days to his former craft retains seniority previously acquired in the craft augmented by the intervening employment.
4. Return from any position for which selection was based on "Best Qualified."
 - a. When a regular career employee, either voluntarily or for disciplinary reasons, returns to the same installation and to the last craft he left, he shall have his seniority established after reassignment as the seniority he had when he left that craft without seniority credit for service outside that craft.
 - b. The same rule applies to career regular employees returning from any position in the same craft to which selection was made on the basis of "Best Qualified."
 - c. Upon involuntary reassignment of a career regular employee from a position for which selection was based on best qualified, except for disciplinary reasons, if he returns to the same installation and to the last craft he left, he shall have his seniority established after reassignment as his former seniority plus seniority for service in the positions outside the craft.
 - d. The same rule applies to career regular employees returning from any position in the same craft to which selection was made on the basis of best qualified.
 - e. Career regular employees reassigned as provided in (a), (b), (c), and (d) above may bid on any existing vacancies but shall not bump.
 - f. When the change is to a craft other than the one he left (whether the change is voluntary, for disciplinary reasons, or arbitrary), the employees shall have seniority for bidding for duty assignments that of one day less than the junior regular employee in the craft to which assigned or his own, whichever is the lesser.

G. Changes in which Seniority is Lost.

Except as specifically provided elsewhere in this Agreement, a regular employee begins a new period of seniority:

1. When the change is at his own request—
 - a. From one postal installation to another
 - b. From one craft to another
2. Upon reinstatement or reemployment
3. Upon transfer into the postal service
4. Upon a mutual exchange between two employees.

H. Filling Positions Reevaluated as one of the Positions Reserved for Bidding by PFS-3's, 4's and PFS-5's.

1. When an occupied Level 3 or 4 position is upgraded on the basis of the present duties:
 - a. The incumbent will remain in the upgraded job provided he has been in that job for more than one year.
 - b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job for more than one year.
2. When an occupied Level 3 or 4 position is upgraded on the basis of duties which are added to the position:
 - a. The incumbent will remain in the upgraded job provided he has been in that job for more than one year. The year of required incumbency in the job begins when the duty or duties were added which permitted the job to be reranked.
 - b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job more than one year since the date when the duty or duties were added which later permitted the job to be reranked.

I. Special Delivery

1. When a special delivery messenger is arbitrarily reassigned to clerk or carrier, he has the option of return to the first

available special delivery messenger vacancy and when he is so reassigned through the exercise of this option, he retains full seniority, including intervening employment as clerk or carrier.

2. In determination of seniority for duty assignments 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 attending career status shall be included.

J. Conversions from Temporary to Career Appointment

1. Under Civil Service Regulation 315.703 (formerly 3.105)—
When two or more employees are converted under this regulation, effective the same date, their seniority on the substitute rolls will be determined by the date their names came within reach on the register. If their names were reached on the same date, standing on the substitute roll shall be determined by order of standing on the register.
2. Under Public Law 836 and Executive Order 10880—
When two or more employees are converted under these authorities, on the same date, entry on the substitute rolls will be determined by the total length of postal field service.
3. When an employee is converted to career the same day an employee is appointed from the register, the converted employee stands first on the substitute roll. He also is placed ahead of any employee reinstated or transferred on the same day except for those employees given a higher standing by specific provisions in this Agreement. In like manner, a reinstated or transferred employee shall be entered on the substitute roll ahead of one appointed from the register the same day.
4. First preference for filling vacancies shall be given to qualified career employees.

K. Disability Incurred in Military Service P. L. 739 or June 22, 1948

1. Any letter carrier or clerk in the postal service entitled as a preference eligible to 10 points under the Veterans' Preference Act of 1944, as amended, in addition to his earned

rating, who on or after the date of enactment of this act is reassigned from the position of letter carrier to that of clerk or from the position of clerk to that of letter carrier, as the case may be, shall not incur loss of seniority by reason of such reassignment, if, within 30 days after such reassignment he presents to the Civil Service Commission evidence that such reassignment was necessitated principally by reason of a disability which he received on active duty in the Armed Forces of the United States.

2. No regular employee shall be reduced to substitute status to accord the benefits of the Act to another employee.
3. When the Civil Service Commission approves the restoration of seniority to an employee under P. L. 739 and the employee is a substitute, he shall be placed on the substitute roll according to the position he should have attained thereon had he originally been appointed to that substitute roll from the register.
4. The term of this Supplemental Agreement shall be the same as that of the Basic Agreement between the parties and supplements and amendments thereto, and/or renegotiation thereof, shall be in accordance with procedures established in the Basic Agreement.

NATIONAL ASSOCIATION OF POST OFFICE MAIL
HANDLERS, WATCHMEN, MESSENGERS, AND
GROUP LEADERS, AFL-CIO

By: Harold M. Gray

NATIONAL ASSOCIATION OF SPECIAL
DELIVERY MESSENGERS, AFL-CIO

By: Michael J. Ludden

UNITED FEDERATION OF POSTAL CLERKS, AFL-CIO

By: W. H. ...

POST OFFICE DEPARTMENT

By: Lawrence F. Brun

August 31, 1966

Date

SUPPLEMENTAL AGREEMENT

RPO and HPO Clerk Assignments

A. Definitions

1. All regular and substitute clerks assigned to all RPO's and HPO's at the same headout shall compose the mobile station at that particular stationary installation regardless of whether any or all of the RPO's or HPO's are administered by the head of that particular installation.

**NOTE: Pages
130 through 137
do not apply
to the Clerk
Craft**

2. Level 5 and lower level clerks who are assigned by the installation head to assist those responsible for mobile station management are clerks in the stationary installation.

B. Changes Within a Mobile Station

When vacancies in established regular duty assignments are filled, it shall be in the following order:

1. By assigning the senior qualified bidder among all regular clerks permanently assigned in the RPO or HPO having the vacancy regardless of the headout of the bidder.
2. The resulting vacancy shall be filled by posting for bids by regular clerks in that mobile station. The senior qualified bidder shall be assigned.
3. If such vacancy is not filled under 1 or 2 above, it shall be filled by returning any applicant with retreat rights under Article XII, Section C.6.c.(4).
4. If such vacancy is not filled under 1, 2 or 3 above, it shall be filled by reassigning the senior regular clerk applicant who is excess from any mobile station or post office.
5. If such vacancy is not filled under 1, 2 or 4 above, the senior or the substitute clerks in the mobile station who desire may be converted to regular. If no substitute in the mobile station desires the vacancy, it shall be filled by converting to regular the senior of the substitute clerks assigned to the RPO or HPO having the vacancy.
6. If the vacancy is not filled under 1, 2, 3, 4 or 5 above, it shall be filled by posting in the installation to which the mobile station is attached as provided for in Article XXII of the National Agreement and the Supplemental Agreement, Seniority.

C. Substitute Clerks for Mobile Stations

1. For substitute employment, select the senior qualified clerical applicant from the installation to which the mobile station is attached.
2. Each substitute clerk should be assigned to one RPO or HPO. Assignments should be made to satisfy normal serv-

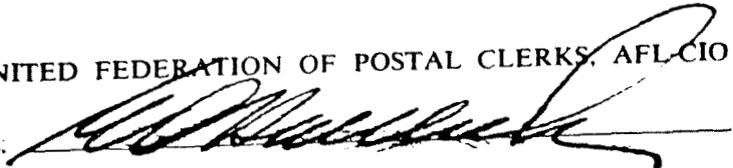
ice requirements without necessitating or approving excessive deadheading to and from tours of duty. No substitute should be assigned to an RPO, HPO, or mobile station where there would not be substantially full-time work for him.

3. Substitute clerks in RPO and HPO assignments may be interchanged by detail and may be used in level 4 assignments occasionally where necessary to provide a reasonable amount of work if such employees are available and needed to supplement the level 4 substitute clerks.
4. In emergencies and where substitutes assigned to RPO's and HPO's are not available, other employees may be detailed to road assignments. Mobile station heads shall cooperate with installation heads in charge of RPO's and HPO's by arranging for the detail of qualified employees.

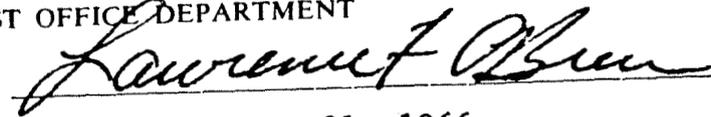
D. Reorganization—Opening All Assignments for Bid

The installation head may authorize a general reorganization in which all assignments in an RPO or HPO will be open for bids by regular clerks assigned therein (1) when there is a major service change which justifies general bidding, or (2) when mutually agreed by the installation head and the appropriate certified employee organization(s) but there shall be no more than one mutually agreed upon reorganization in a twelve month period, or sooner than six months after a general reorganization by reason of a major service change. A bid for a change to a headout other than his residence or the headout nearest his residence is not acceptable if assigning the bidder would impose hardship on a junior clerk by requiring him to deadhead to another headout.

UNITED FEDERATION OF POSTAL CLERKS, AFL-CIO

By: 

POST OFFICE DEPARTMENT

By: 

August 31, 1966

Date

**MEMORANDUM OF
UNDERSTANDING**

TRAINING

Addendum, Memorandum of Understanding on Training

The training sub-committee shall be scheduled to meet each calendar month prior to the Labor-Management Committee meeting and at such other times as the sub-committee may deem necessary. Agenda items shall be submitted in advance in accordance with procedures to be established by the Labor-Management Committee. Official minutes will be kept of meetings and a report on disposition of agenda items will be submitted to the Labor-Management Committee.

MEMORANDUM OF INTENT

**SUPERVISORS PERFORMING WORK
UNDER THE JURISDICTION OF
ANOTHER CRAFT**

The subject matter of Proposal 32-A "Supervisors Performing Work Under the Jurisdiction of Another Craft" is not negotiable. However, it is against the policy of the Department to permit supervisors to perform lower level work, especially in the large post offices where higher level duties can be performed on a full-time basis. In small and medium size offices it is necessary to require such employee to perform lower level work.

It is the intention of the Department to observe the above policy and any reported infractions will be corrected.

REPRESENTING
265,000
POSTAL CLERKS



**PRESIDENT E. C. HALLBECK
SIGNS NATIONAL AGREEMENT**

UNITED FEDERATION OF POSTAL CLERKS

AFL-CIO

817 Fourteenth St. • Washington 5, D. C.

