

COLLECTIVE BARGAINING AGREEMENT

between the

United States Postal Service

and the

American Postal Workers Union, AFL-CIO

Covering

Information Technology / Accounting Services

2022 - 2025



**UNITED STATES POSTAL SERVICE
2022-2025 AGREEMENT**

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NOTES

The provisions of the **2022 – 2025** Agreement covering Information Technology/Accounting Services will remain in full force and effect from 12 midnight, **May 17, 2022**, until 12 midnight, **May 17, 2025**.

1. Bold-face type in the text indicates revised or new language.
2. Cross-references to relevant Memorandums of Understanding (**MOUs**) and Letters of Intent are included in the text of this Agreement; the location of the cross-references is for the convenience of the reader and in no way affects the content or intent of this Agreement, the Memorandums of Understanding, or Letters of Intent.
3. Section headings are for the convenience of the reader, and in no way affect the content or intent of this Agreement, the Memorandums of Understanding, or Letters of Intent.
4. Changes made in this Agreement pursuant to U.S. Postal Service structural changes in no way affect the content or intent of this Agreement, the Memorandums of Understanding, or Letters of Intent.
5. Changes in Section numbering have been made for the convenience of the reader, and in no way affect the content or intent of this Agreement, the Memorandums of Understanding, or Letters of Intent.
6. Memorandums of Understanding that are incorporated into the ***Employee and Labor Relations Manual (ELM)*** are deleted from this Agreement **to eliminate redundancies**. **Deleting** the MOUs is not intended to change rights of the employee or employer. MOUs deleted for this purpose are **“Paid Leave and Leave Without Pay (LWOP),” “Interest on Back Pay,” and “Sick Leave for Dependent Care.”**

PREAMBLE

This Agreement, referred to as the **2022** Information Technology/Accounting Services Agreement, is entered into, by and between the United States Postal Service (hereinafter referred to as the “Employer”) and the American Postal Workers Union, AFL-CIO (hereinafter referred to as the “Union”). The terms of this Agreement are effective as of **May 17, 2022**, unless otherwise provided. The term “day(s)” used throughout this Agreement is intended to refer to calendar day(s), unless otherwise specified.

The term “Center(s)” used in this Agreement refers to “Information Technology/Accounting Services.”

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ARTICLE 1 UNION RECOGNITION

Section 1.01. Recognition

The Employer recognizes the Union as the exclusive collective bargaining representative of all employees in the regular workforce employed at the Centers for whom it has been certified as the exclusive representative by the National Labor Relations Board.

Section 1.02. Exclusions

This Agreement does not apply to:

- A. Managerial and supervisory personnel;
- B. Professional employees;
- C. Employees engaged in personnel work in other than a purely non-confidential clerical capacity; or,
- D. Security guards as defined in PL 91-375, Section 1201.3.

Section 1.03. Future Application of Agreement

This Agreement shall be applicable to all employees in the regular workforce, wherever employed, who are under the administrative jurisdiction of any of the existing Centers cited in Section 1 above.

Section 1.04. Bargaining-Unit Work Prohibition

Managerial and supervisory personnel are prohibited from performing bargaining-unit work except:

- A. In an emergency in order to meet the Center's mission;
- B. For the purpose of training or instruction of employees;
- C. To ensure the proper operation of equipment;
- D. For the purpose of hardware or software systems evaluation.
- E. To protect the safety of employees; or,
- F. To protect the property of the Employer.

(See **MOU "Transfer of Work," page 102.**)

ARTICLE 2 NON-DISCRIMINATION AND CIVIL RIGHTS

Section 2.01. Non-Discrimination

- A. The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, **(including pregnancy)**, age, or marital status.
- B. In addition, consistent with the other provisions of this Agreement, there shall be no unlawful discrimination against **individuals with disabilities** as prohibited by the Rehabilitation Act.

(See MOU "Deaf and Hard of Hearing," page 103.)

Section 2.02. Sexual Harassment

Sexual harassment is defined as deliberate, unsolicited verbal comments, or physical contacts of an intimate nature which are unwelcome to the recipient, or an expressed or implied threat to make decisions affecting an employee's job or working conditions on the basis of an acceptance or refusal of a request for sexual intimacy.

Sexual harassment undermines the integrity of the employment relationship and will not be condoned.

Section 2.03. Grievances

Grievances arising under this Article may be filed at Step 2 of the grievance procedure (Section 2.B) unless filed directly at the national level, in which case the provisions of this Agreement for initiating grievances at that level shall apply.

ARTICLE 3
MANAGEMENT RIGHTS

Section 3.01. Rights

The Employer shall have the exclusive right, subject to the provisions of this Agreement and consistent with applicable laws and regulations:

- A. To direct employees of the Employer in the performance of official duties;
- B. To hire, promote, transfer, assign, and retain employees in positions within the Centers, and to suspend, demote, discharge, or take other disciplinary action against such employees;
- C. To maintain the efficiency of the operations entrusted to it;
- D. To determine the methods, means, and personnel by which such operations are to be conducted; and,
- E. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation **that** is not expected to be of a recurring nature.

ARTICLE 4
TECHNOLOGICAL AND MECHANIZATION CHANGES

Section 4.01. Advance Notice

The Union will be informed as far in advance of implementation as practicable of technological or mechanization changes **that** affect jobs, including new or changed jobs, **in the area of** wages, hours, or working conditions. When major new mechanization or equipment is to **be** purchased or leased and installed, the Union at the national level will be informed as far in advance as practicable, but no less than **ninety** (90) days in advance.

Section 4.02. National Labor-Management Committee

Notice to the National Labor-Management Committee established pursuant to Article 17 of this Agreement shall satisfy the notice requirements of the preceding paragraph. Upon receiving such notice, said Committee shall attempt to resolve any questions as to the impact of the proposed change upon affected employees, and if such questions are not resolved within a reasonable time after such change or changes are operational, the unresolved questions may be submitted by the Union to arbitration under the grievance-arbitration procedure, Step 3. Any arbitration arising under this Article will be given priority in scheduling.

Section 4.03. New Jobs

- A. Any new job or jobs created by technological or mechanization changes shall be offered to present employees capable of being trained within sixty (60) days to perform the new or changed job. The Employer will provide all on-the-job and any additional off-site training for such sixty (60) days. It is recognized that new or changed positions in grades 17 and above may require additional training and that such training will not be denied because it exceeds the sixty (60) day training period above. During training, employees will maintain

their rate. In the event that the Employer determines that no Center employee is capable of being trained within the prescribed sixty (60) day period or that the Center employee(s) who are selected to be trained for such position(s) have not, to the Employer's satisfaction, been successfully trained after the sixty (60) day period has elapsed, the Employer may hire from outside the bargaining unit in order to fill the new job or jobs which were created by the technological or mechanization changes. Under no circumstances shall the Employer be required to select more person(s) for training than the number of new position(s) available.

- B. Employees whose jobs are eliminated, if any, shall be reassigned to the highest existing vacancy for which they are qualified. If they cannot be placed in jobs of equal grade, they shall receive saved grade until such time as they fail to bid or apply for reassignment to their former grade or to any position at a grade between that of their former grade and present grade.

Section 4.04. Right to Change

The obligation hereinabove set forth shall not be construed to, in any way, abridge the right of the Employer to make such changes.

Section 4.05. Experimental Programs

Experimental programs involving technological and mechanization changes are within the scope of this Article.

ARTICLE 5
PROHIBITION OF UNILATERAL ACTION

The Employer will not take any actions affecting wages, hours, and other terms and conditions of employment as defined in Section 8(d) of the National Labor Relations Act which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

ARTICLE 6
NO LAYOFFS OR REDUCTION IN FORCE

It is agreed by the Employer that no employees employed in the regular workforce will be laid off on an involuntary basis during this Agreement.

ARTICLE 7 EMPLOYEE CLASSIFICATIONS

Section 7.01. Regular Workforce

The regular workforce shall be comprised of two categories of employees which are as follows:

- A. Full-Time. Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to work schedules consisting of five (5) eight (8) hour days in a service week.
- B. Part-Time. Employees in this category shall be hired pursuant to such procedures as the Employer may establish and may be assigned to regular schedules of less than forty (40) hours in a service week, or shall have no fixed work schedules, but are available for work on a flexible work schedule during the course of a service week.

Section 7.02. Supplemental Workforce

The supplemental workforce shall be comprised of casual employees. Casual employees are those who may be utilized as a limited term supplemental workforce **but** may not be employed in lieu of full-time or part-time employees. Casual employees are limited to two (2) ninety (90) day terms of casual employment in a calendar year. In addition to such employment, casual **employees** may be re-employed during the Christmas period for not more than twenty-one (21) days.

Section 7.03. Employment and Work Assignments

- A. **Normally**, work in different grades or organizational groups will not be combined into one job. However, to provide maximum full-time employment and necessary flexibility, the Employer may establish full-time scheduled assignments by including work within different grades or organizational groups after the following sequential actions have been taken:

- (1) All available work within each organizational group by tour has been combined.
 - (2) Work of different organizational groups in the same grade by tour has been combined. The appropriate representatives of the Union will be informed in advance of the reasons for establishing the combination full-time assignments within different organizational groups in accordance with this Article.
- B. In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, the Employer may assign the employee to any available work in any grade or organizational group for which qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours in the basic work schedule.
- C. During exceptionally heavy workload periods for one organizational group, employees in another organizational group experiencing a light workload period may be assigned to work in the former organizational group, commensurate with their capabilities, for such time as the Employer determines necessary.
- D. Employees assigned under paragraph B or C above to higher level work will be compensated in accordance with the provisions of Article 25, "Higher Level Assignments." Where employees work at lower **level** work, they will be compensated at their regular rate.
- E. The number of casual **employees** who may be employed shall not exceed five percent (5%) of the total number of employees covered by this Agreement.

- F. During the course of a service week, the Employer will make every effort to ensure that qualified and available part-time flexible employees are utilized at the straight-time rate prior to signing such work to casual employees.

Section 7.04. Employee Complements

- A. The Employer shall staff the bargaining unit with at least ninety percent (90%) full-time employees. The remaining ten percent (10%) of the bargaining unit may be part-time employees.
- B. The Employer shall maximize the number of full-time employees and minimize the number of part-time employees in all Centers. A part-time employee working 8 hours within 9, on the same five (5) days each week and the same assignment over a six (6) month period will demonstrate the need for converting the assignment to a full-time position.

(See MOU "Conversion to Full-time Status," page 107; and "Maximization" Letter of Intent, page 108.)

ARTICLE 8 HOURS OF WORK

Section 8.01. Workweek

The workweek for a full-time employee is forty (40) hours per week, eight (8) hours per day within nine (9) consecutive hours at the Centers. As far as practicable, the five (5) service days comprising the workweek shall be consecutive days.

Section 8.02. Work Schedules

- A. The employee's service week shall be a calendar week beginning at 12:01 a.m. Saturday and ending at 12 midnight the following Friday.
- B. The service day for a full-time employee is the calendar day on which the majority of work is scheduled. Where the work schedule is distributed evenly over two (2) calendar days, the service day is the calendar day on which such work schedule begins. The service day for a part-time employee will be the calendar day on which the employee begins work or leave if such employee begins work or leave prior to 8:00 p.m., or the next calendar day if the employee begins work or leave at 8:00 p.m. or later.
- C. Employees may volunteer to participate in a flextime program subject to operational needs. The provisions of the program shall be open for negotiations as provided under Article 30.

Section 8.03. Part-Time Employees

Part-time employees will be scheduled in accordance with sections A and B above, and they may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal workweek. No part-time employees shall be required to perform work during a period in excess of ten (10) hours in any one service day.

Section 8.04. Overtime Work

- A. Overtime pay is to be paid at the rate of one and one-half (1 1/2) times the base hourly straight-time rate for all employees in grades 18 and below. Overtime shall be paid to employees for work performed only after eight (8) hours on duty in any one **(1)** service day or forty (40) hours in any one **(1)** service week. Overtime pay is to be paid at the rate of one and one-half (1 1/2) times the base hourly straight-time rate for all employees in grades 19 and above for work performed in excess of forty (40) hours in any one **(1)** service week.
- B. The Employer shall pay overtime to all full-time employees other than those employees in grades 19 and above, for time worked outside of, and instead of, their regularly scheduled workday or workweek, except where employees request a temporary schedule change for personal convenience, or when the employees are working on a temporary schedule at the request of management, if the change is one **(1)** hour or less and if the change is for one **(1)** week or less.
- C. Penalty overtime pay is to be paid at the rate of two (2) times the base hourly straight-time rate. Penalty overtime pay will not be paid for any hours worked in the month of November.
- D. Effective July 6, 1985, penalty overtime pay will be paid to full-time regular employees for any overtime work on more than four (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day, over eight (8) hours on a nonscheduled day, or over six (6) days in a service week.
- E. Beginning the first full pay period after September 1, 1985, excluding November, part-time flexible employees will receive penalty overtime pay for all work in excess of ten (10) hours in a service day or fifty-six (56) hours in a service week.

- F. Wherever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the employee's applicable rates shall apply.

Section 8.05. Overtime Assignments

When needed, overtime work for full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work in accordance with the following:

- A. First consideration in the assignment of overtime shall be given to employees whose names appear on the "Overtime Desired" list. However, certain employees may be assigned overtime by the Employer in order to continue working on their particular project or assignment (e.g., a computer program, a system development), notwithstanding the above.
- B. Two **(2)** weeks **prior to the** start of each calendar quarter, full-time employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list.
- C. Lists will be established by section or tour in accordance with Article 30, "Local Working Conditions."
- D. When during the quarter the need for overtime arises, employees with the necessary skills **having** listed their names will be selected in order of their seniority on a rotating basis. Those absent on leave or on medical restriction **that** will not permit overtime work shall be passed over.

- E. If the voluntary "Overtime Desired" list does not provide sufficient qualified people, qualified regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.
- F. Exceptions to D and E above, if requested by the employee, may be approved by local management in exceptional cases based on equity (e.g., anniversaries, birthdays, illness, and deaths).
- G. Except for an emergency situation, a full-time regular employee shall not be required to work over twelve (12) hours in a day or six (6) days in a week. An emergency situation is defined as an unforeseen circumstance or combination of circumstances which call for immediate action.

Section 8.06. Sunday Premium Payment

Each employee whose regular work schedule includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday, shall be paid extra compensation at the rate of twenty-five percent (25%) of the employee's base hourly rate of compensation for each hour of work performed during that period of service. An employee's regularly scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday premium.

Section 8.07. Night Shift Differential

For time worked between the hours of 6:00 p.m. and 6:00 a.m. employees shall be paid additional compensation at the applicable flat dollar amount at each pay grade and step in accordance with Appendix A attached hereto.

Section 8.08. Guarantees

Employees called in outside of their regular work schedules **and who are required to report to a Center or other management designated location (apart from the employee's approved telework site)** shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof where less than four (4) hours of work is available. Such guaranteed minimum shall not apply to employees called in who continue working on into their regularly scheduled shift.

Employees called in outside of their regular work schedules who are not required to report to a Center or other management designated location shall be paid only for the time worked. When employees are called in on their non-scheduled day, they will be guaranteed four (4) hours work or pay in lieu thereof. Employees may request early release during the guarantee period by submitting a PS Form 3971, and their **timecards** will only reflect actual time worked.

Section 8.09. Telephone Calls

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

ARTICLE 9 SALARIES AND WAGES

Section 9.01 Basic Annual Salary

The basic annual salary schedules, with proportional application to hourly-rate employees, for those employees covered under the terms and conditions of this Agreement shall be increased as follows:

Effective January **14, 2023** — the basic annual salary for each grade and step shall increase by an amount equal to 1.3% of the basic annual salary for the grades and steps in effect on **May 17, 2022** (Table One and Table Two).

Effective January **13, 2024** — the basic annual salary for each grade and step shall increase by an amount equal to 1.3% of the basic annual salary for the grades and steps in effect on **May 17, 2022** (Table One and Table Two).

Effective January **11, 2025** — the basic salary for each grade and step shall increase by an amount equal to **1.0%** of the basic annual salary for grades and steps in effect on **May 17, 2022** (Table One and Table Two).

If the first-year salary increase for a successor Agreement or extension to the 2024 USPS-APWU Agreement exceeds 1.0%, this increase will be adjusted to equal the level of that amount.

Section 9.02. Step Progression Schedule

The step progression for the salary schedule shall be as follows:

	From Step	To Step	Waiting Period (In Weeks)
For DCS Grades 6, 7, 8, 9, and 10	A	B	96
	B	C	96
	C	D	44
For DCS Grade 11	B	C	96
	C	D	44

All other waiting periods for step increases shall be 52 weeks.

Section 9.03. Cost of Living Adjustment

A. Definitions.

- (1) "Consumer Price Index" refers to the "National Consumer Price Index for Urban Wage Earners and Clerical Workers," (CPI-W) published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and referred to herein as the "Index."
- (2) "Consumer Price Index Base" refers to the Consumer Price Index for the month of **March 2022** and is referred to herein as the "Base Index."

B. Effective Dates of Adjustment.

Each employee covered by this Agreement shall receive cost-of-living adjustments, upward, in accordance with the formula in Section 9.03C below.

Payment is effective the second full pay period after release of the following Index:

Index
September 2022
March 2023
September 2023
March 2024
September 2024
March 2025

- C. The basic salary schedules provided for in this Agreement shall increase 1 cent per hour for each full 0.4 of a point increase in the applicable Index above the Base Index. For example, if the increase in the Index from **March 2022** to **September 2022** is 1.2 points, all pay scales for employees covered by this Agreement will increase by 3 cents per hour. In no event will a decline in the Index below the Base Index result in a decrease in the pay scales provided for in this Agreement.
- D. **If** the appropriate Index is not published on or before the beginning of the effective payroll period, any adjustment required will be made effective at the beginning of the second payroll period after publication of the appropriate Index.

- E. No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Index for any month mentioned in 9.03.B, above.
- F. If during the life of this Agreement, the BLS ceases to make available the CPI-W (1967 = 100), the parties agree to use the CPI-W (1982-84=100) at such time as BLS ceases to make available the CPI-W (1967=100). At the time of change to the CPI-W (1982-84=100), the cost-of-living formula in Section 9.03.C will be recalculated to provide the same cost-of-living adjustment that would have been granted under the formula using the CPI-W (1967 = 100).

Section 9.04. Granting Step Increases

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

Section 9.05. Protected Salary Rates

- A. The Employer shall continue the current salary rate-protection program for the duration of this Agreement.
- B. Employees who qualify for "saved grade" will receive "saved grade" for an indefinite period subject to the conditions contained in Article 4, Section 3, and Article 40, Section 5.

ARTICLE 10 LEAVE

Section 10.01. Funding Leave Program

The Employer shall continue funding the leave program so as to continue the current leave earning level for the duration of this Agreement.

Section 10.02. Leave Regulations

The leave regulations in **Subchapter 510** of the ***Employee and Labor Relations Manual***, insofar as such regulations establish wages, hours, and working conditions of employees covered by this Agreement, shall remain in effect for the life of this Agreement unless such regulations are changed under the provisions of the National Agreement between the **U.S. Postal Service** and the **American Postal Workers Union**.

(See **MOUs** “*Part-time Flexible Court Leave,*” page **110**;
“*Leave Sharing,*” page **112**; and
“*Annual Leave Exchange Option,*” page **114**)

Section 10.03. Choice Vacation Period

- A. It is agreed to establish a nationwide program for vacation planning for employees in the regular workforce with emphasis upon the choice vacation period(s) or variations thereof.
- B. Care shall be exercised to assure that no employees are required to forfeit any part of their annual leave.
- C. The parties agree that the duration of the choice vacation period shall be **the entire leave year. The choice vacation application submission period will start no later than October 31 of the preceding year and end no later than day 14 of pay period 26.**

- D. Annual leave shall be granted as follows:
- (1) Employees who earn thirteen (13) days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed ten (10), shall be at the option of the employee.
 - (2) Employees who earn twenty (20) or twenty-six (26) days annual leave per year shall be granted **up to** fifteen (15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.
 - (3) The subject of whether employees may, at their option, request two (2) selections during the choice period(s) in units of either five (5) or ten (10) working days, the total, not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.
 - (4) The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.
- E. The vacation period shall start on the first day of the employee's basic workweek. Exceptions may be granted by agreement among the employee, the employee's Union representative, and the Employer.
- F. An employee who is called for jury duty during a scheduled choice vacation period or who attends a National, State, or Regional Union Convention during the choice vacation period is eligible for another available period, provided this does not deprive any other employee of a first choice for scheduled vacation.
- G. Holidays and non-scheduled days that are included in the service week of a vacation period are intended to be included in the approved period.

- H. Jury duty or attendance at a National Convention will not reduce the number of vacation slots if the employee or the Union gives notice to the Employer **prior to** the beginning of the choice vacation period. If notice of jury duty or attendance at a National Convention occurs during the choice vacation period, the number of vacation slots will not be affected unless necessitated by operational requirements.

Section 10.04. Vacation Planning

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

- A. The Employer shall, no later than **October 1**, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.
- B. The Management Designee in each Center shall meet with the representative(s) of the Union to review local service needs as soon after January 1 as practical. The Management Designee shall then:
 - (1) Determine the amount of annual leave accrued to each employee's credit, including that for the current year and the amount the employee expects to take in the current year.
 - (2) Provide official notice to each employee of the approved personal vacation schedule.
- C. A procedure in each Center for submission of applications for annual leave for periods other than the choice period may be established pursuant to the implementation procedure above.
- D. All advance commitments for granting annual leave must be honored, except in serious emergency situations.

Section 10.05. Sick Leave

The Employer agrees to continue the administration of the present sick leave program, which shall include the following specific items:

- A. Credit employees with sick leave as earned.
- B. Charge to annual leave or leave without pay (at the employees' option) an approved absence for which employees have insufficient sick leave.
- C. Employees becoming ill while on annual leave may have leave charged to sick leave upon request.
- D. For periods of absence of three (3) days or less, a supervisor may accept an employee's certification as reason for an absence.

Section 10.06. Minimum Charge for Leave

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

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

(See MOU "Technology Application – Incidental Annual Leave and Choice Vacation for Programmers," page 136)

ARTICLE 11 HOLIDAYS

Section 11.01. Holidays Observed

The following **eleven** (11) days shall be considered holidays for full-time employees, hereinafter referred to in this Article as “employees”:

New Year’s Day
Martin Luther King, Jr.’s Birthday
Presidents’ Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans’ Day
Thanksgiving Day
Christmas Day

Section 11.02. Holiday-Leave Pay

- A. To be eligible for holiday leave pay, employees must be in a pay status the last hour of their scheduled workday **prior to** or the first hour of their scheduled workday after the holiday.
- B. Employees shall receive holiday leave pay at their base hourly straight-time rate for a number of hours equal to their regular daily working schedule, not to exceed eight (8) hours. Effective pay period 19, Fiscal Year 2002 (for Labor Day 2002), employees who work their holiday, at their option, may elect to have their annual-leave balance credited with **up to** eight (8) hours of annual leave in lieu of holiday leave pay.
- C. Holiday leave pay is in lieu of other paid leave to which an employee might otherwise be entitled on the employee’s holiday.

Section 11.03. Holiday-Work Pay

- A. Employees who are required to work on a holiday other than Christmas shall be paid the base hourly straight-time rate for each hour worked up to eight (8) **hours**. Effective pay period 19, Fiscal Year 2002 (for Labor Day 2002), employees who work their holiday, at their option, may elect to have their annual leave balance credited with **up to** eight (8) hours of annual leave in lieu of the holiday leave pay to which they are entitled as above described.
- B. Employees **who are** required to work on Christmas shall be paid one and one-half (1 1/2) times the base hourly straight-time rate for each hour worked. Effective pay period 19, Fiscal Year 2002 (for Labor Day 2002), employees who work their holiday, at their option, may elect to have their annual leave balance credited with **up to** eight (8) hours of annual leave or receive holiday leave pay to which they are entitled as above described.
- C. Deferred holiday leave credited in accordance with Section 11.03.A or 11.03.B above will be subject to all applicable rules for requesting and scheduling annual leave and shall be combined with annual leave and counted as annual leave for purposes of annual leave carryover.

Section 11.04. Holiday on Non-Workday

- A. When a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.
- B. When an employee's non-scheduled workday falls on a day observed as a holiday, the employee's scheduled workday preceding the holiday shall be designated as that employee's holiday.

Section 11.05. Holiday Schedule

The Employer will determine the number and categories of employees needed for holiday work, and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls. As many full-time employees as can be spared will be excused from duty on a holiday or day designated as their holiday.

Such employees will not be required to work on a holiday or day designated as their holiday unless all casual **employees** and part-time employees are utilized to the maximum extent possible, even if the **payment of** overtime is required, and unless all full-time employees with the needed skills who wish to work on the holiday have been afforded an opportunity to do so.

However, certain employees may be assigned overtime by the Employer in order to continue working on their particular project or assignment (e.g., a computer program, a systems development), notwithstanding the above. An employee scheduled to work on a holiday who does not work shall not receive holiday leave pay, unless such absence is based on an extreme emergency situation and is excused by the Employer.

Section 11.06. Holiday Part-Time Flexible Employees

Part-time flexible employees shall not receive holiday leave pay as such. They shall be compensated for the **eleven (11)** holidays by basing their regular straight-time hourly rate on their annual rate divided by **1,992** hours. For work performed on December 25, part-time flexible employees shall be paid in addition to their regular straight-time hourly rate, one-half (1/2) times their regular straight-time hourly rate for each hour worked up to eight (8) hours.

ARTICLE 12 PROBATIONARY PERIOD

Section 12.01. Probationary Period

The probationary period for a new employee shall be one hundred and eighty (180) calendar days. If an employee has already successfully completed a probationary period in another **Postal Service** organization, the employee shall not be required to serve a new probationary period. The Employer shall have the right to separate from its employ any probationary employee at any time during the probationary period, and these probationary employees shall not be permitted access to the grievance procedure in relation thereto.

Section 12.02. Falsification of Application

The parties recognize that the failure of the Employer to discover a falsification in an employee's employment application **prior to** the expiration of the employee's probationary period shall not bar the use of such falsification as a reason for discharge.

Section 12.03. Computation of Seniority

When employees complete the probationary period, their seniority will be computed in accordance with this Agreement as of their initial day of full-time or part-time employment.

Section 12.04. Separation During Probationary Period

An employee separated from the bargaining unit for more than one (1) year, for any reason, who is rehired, shall serve a new probationary period. An employee separated from the bargaining unit, for any reason, who is rehired within one (1) year of separation shall serve a new probationary period of **ninety (90)** days. If the employee's separation was due to disability, seniority shall be established in accordance with Article 37, "Seniority," if applicable.

ARTICLE 13
ASSIGNMENT OF ILL OR INJURED
REGULAR WORKFORCE EMPLOYEES

Section 13.01. Light Duty

The Employer and the Union, recognizing their responsibility to aid and assist deserving full-time and part-time 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 the Management Designee in each Center to implement the provisions of this Agreement within that Center.

It is understood that the provisions of this Agreement and any local agreements are subject to the obligations and responsibilities imposed by the Federal Employees' Compensation Act and its implementing regulations. Recognizing the mutual obligation to be fully responsive to the requirements of the Federal Employees' Compensation Act, the parties will cooperate in making every effort to ensure that employees with job related illnesses or injuries are returned to duty subject to their medical restrictions.

A. Temporary Assignments.

Any full-time or part-time employee recuperating from a serious illness or injury and temporarily unable to perform the assigned duties may voluntarily submit a written request to the Management Designee in each Center for temporary reassignment to a light duty or other assignment. The request shall be supported by a medical statement from a licensed physician or a written statement from a licensed chiropractor stating, when possible, the anticipated duration of the convalescence period. Such employee agrees to submit to a further examination by a physician designated by the Management Designee, if that official shall so require. Eligible employees may be assigned any combination of

duties for which they are qualified, as long as such assignment does not adversely affect employees in full-time assignments.

B. Permanent Reassignment.

Any ill or injured full-time or part-time employee having a minimum of five **(5)** years postal service or any full-time or part-time employee who sustained injury on duty, regardless of years of service, while performing assigned duties **may** submit a voluntary request for permanent reassignment to light duty or other assignment to the Management Designee in each Center if the employee is permanently unable to perform all or part of the assigned duties. The request shall be accompanied by a medical certificate from a physician designated by the Management Designee giving full evidence of the physical condition of the employee, the need for reassignment, and the ability of the employee to perform other duties. A certificate from the employee's personal physician will not be acceptable.

C. Higher Level.

When the Management Designee in each Center can only make a light duty assignment to a higher level position, the employee on light duty will continue to be paid at the regular rate of pay unless the employee performs distinguishing, disparate, or core duty elements of the higher level position.

Section 13.02. Consideration of Requests

Management Designees in each Center shall show the greatest consideration for a full-time or part-time employee requiring light duty or other assignments, and, after consultation with a Union representative, giving each request careful consideration, **and** reassign such employee to the extent possible in the Center. When a request is refused, the Management Designee shall notify the concerned employee

in writing, stating the reasons for the inability to reassign the employee.

Section 13.03. Resolution of Disagreements

In the event of conflicting findings on the employee's physical capabilities by the employee's physician and the physician selected by the Employer in cases not arising out of an occupational illness or injury, the Union may request the opinion of a third physician. The third physician shall be selected from a list supplied by the local Medical Society of three (3) Board-Certified Specialists in the medical field for the condition in question. The Employer and the Union will each strike one **(1)** name from the list.

The Employer will supply the selected physician with all relevant facts, including the job descriptions and occupational physical requirements of the employee's current position, as well as any available job under consideration. The third physician's determination will be final as to the employee's medical condition and occupational limitations. The costs of the services of the third physician shall be shared by the Union and the Employer.

ARTICLE 14

SAFETY AND HEALTH

Section 14.01. Responsibilities

It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility. The Employer agrees to give appropriate consideration to human factors in the design and development of automated systems.

Section 14.02. Cooperation

The Employer and the Union insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions. Mechanization, vehicles and equipment, and the workplace must be maintained in a safe and sanitary condition, including adequate occupational health and environmental conditions. The Employer shall make available at each installation forms to be used by employees in reporting unsafe and unhealthful conditions. If employees believe they are being required to work under unsafe conditions, they may:

- (a) **Notify** the supervisor, who will immediately investigate the condition and take corrective action if necessary;
- (b) **File** a grievance if no corrective action is taken during the tour; and/or,
- (c) **Make** a written report to the Labor-Management Committee, which may discuss the report with such employee's supervisor.

Any grievance **that** has as its subject a safety or health issue directly affecting an employee(s) which is subsequently properly appealed to arbitration in accordance with the provisions of Article 15 may be placed at the head of the appropriate arbitration docket at the request of the Union.

Section 14.03. Implementation

To assist in the positive implementation of the program:

- A. There shall be established at the Employer's Headquarters level a Joint Labor-Management Safety Committee. Representation on the Committee shall include one **(1)** person from the Union and one **(1)** from the Employer. **Each** party will have the right to be accompanied to any Committee meeting by no more than two **(2)** technical advisers. The Employer's representative will be designated as the Chairperson.

The Union representative may be designated as a coordinator, who, in conjunction with the Chairperson, shall schedule the meetings, and recommend priorities on new agenda items. In addition, the coordinator may assist the Chairperson in conducting the activities of the Committee.

- B. The Headquarters level Committee will meet quarterly, and the Employer and Union representatives will exchange proposed agenda items two **(2)** weeks before the scheduled meetings. If problems or items of significant, national nature arise between scheduled quarterly meetings, either party may request a special meeting of the Committee.

The responsibility of the Committee will be to evaluate and make recommendations on all aspects of the Employer's Safety Program to include program adequacy, implementation at the local level, and studies being conducted **for** improving the work environment.

- C. The Employer will make Health Service available for the treatment of job-related injury or illness where it determines they are needed. The Health Service will be available from any of the following sources: Government or public medical sources within the area; independent or private medical facilities or services **that can** be contracted for; or **in the event** funds, spaces, and personnel are available for such purposes, the **health**

services may be staffed at the installation. The Employer will promulgate appropriate regulations **that** comply with applicable regulations of the Office of Workers' Compensation, including employee choice of health services.

- D. The Employer will comply with Section 19 of the Williams-Steiger Occupational Safety and Health Act.
- E. Matters related to the implementation of this Article shall be appropriate matters for discussion by the Labor-Management Committees established by Article 17 of this Agreement. However, individual grievances concerning safety or health shall not be made the subject of discussion during local Labor-Management Committee meetings.

Section 14.04. Local Committee Responsibility

- A. The Committee shall review the progress in accident prevention and health at the Centers; determine program areas which should have increased emphasis; and it may investigate major accidents **that** result in disabling injuries. Items properly relating to employee safety and health shall be considered appropriate discussion items.
- B. The Committee shall, at its discretion, render reports to the Management Designee in each Center and may at its discretion make recommendations for actions on matters concerning safety and health. Any member of the Committee may also submit a written report to the Headquarters Safety and Health Committee **in the event** the Committee's recommendations are not implemented.
- C. Upon proper written request to the Chairperson of the Committee, on-the-spot inspection of particular troublesome areas may be made by individual Committee members or a Subcommittee or the Committee as a whole. Such request shall not be unreasonably denied.

When so approved, the Committee members shall be on official time while making such inspection.

- D. An appointed member of a local committee will receive an orientation by the Employer which will include:
 - (1) Responsibilities of the Committee and its members.
 - (2) Basic elements of the Safety and Health Program.
 - (3) Identification of hazards and unsafe practices.
 - (4) Explanation of reports and statistics reviewed and analyzed by the Committee.

- E. Where an investigation board is appointed by the Employer to investigate a fatal or serious industrial non-criminal accident and/or injury, the local **Union** at the Center will be promptly advised. When requested by the local **Union**, a representative from the local safety and health committee will be permitted to accompany the board in its investigation.

ARTICLE 15
GRIEVANCE-ARBITRATION PROCEDURE

Section 15.01. Grievance Definition

- A. A grievance is defined as a dispute, difference, disagreement, or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement or any agreement reached in accordance with Article 30, "Local Working Conditions," not in conflict with this Agreement.
- B. The parties expect that good faith observance of the principles and procedures of this Article will result in settlement or withdrawal of grievances at the lowest possible step. The steward or Union representative shall have authority to settle or withdraw the grievance in whole or in part. The supervisor or management representative, likewise, shall have the authority to grant or settle the grievance in whole or in part. Any resolutions reached at Step 1 or Step 2 shall be non-precedential unless the parties at Step 2 specifically agree otherwise or develop an agreement to dispose of future similar or related problems. Grievance settlements reached at any step of the process shall be dispositive of the particular grievance.

Section 15.02. Grievance Procedure

A. Step 1.

The employee must discuss a grievance with the immediate supervisor within fourteen (14) days of when the employee or Union has learned or may reasonably have been expected to have learned of its cause. The employee may be accompanied by a steward or Union

representative, if desired. The supervisor shall render a decision, stating reasons, within five (5) days. The Union shall be entitled to appeal an adverse decision to Step 2 of the grievance procedure within ten (10) days after receipt of the Employer's decision. Such appeal shall be in writing to the Management Designee in each Center and shall include:

- (1) A detailed statement of facts;
- (2) Contentions of the grievant;
- (3) Particular contractual provisions involved; and,
- (4) The remedy sought.

The Union may initiate a grievance at Step 1 in accordance with the above, and in such case the participation of an individual grievant is not required.

The Union may also initiate a class grievance at Step 1 when the grievance concerns the complaint of more than one (1) employee in the Center. Management will designate the appropriate Employer representative (other than the Step 2 designee) responsible for handling such complaint.

- B. Promotional grievances and grievances based solely upon discrimination or sexual harassment shall bypass Step 1 and be filed directly at Step 2. Any grievance initiated at Step 2, arising out of Article 2 or Article 33 of this Agreement, must be filed within fourteen (14) days of the date on which the Union or the employee first learned or may reasonably have been expected to have learned of its cause.

C. Step 2.

The employee shall be represented by a steward or a Union representative. The Management Designee in each Center will meet with the steward or Union representative as expeditiously as possible, but not later than seven (7) days after receipt of the appeal.

- D. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge, **each** party shall have the right to present no more than two **(2)** witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses.
- E. Any settlement or withdrawal of a grievance at Step 2 shall be in writing.
- F. Where agreement is not reached, a decision by the Employer shall be rendered within ten (10) days after the Step 2 meeting. Such decision shall be in writing, stating the detailed reasons thereof. The Union shall be entitled to appeal in writing an adverse decision to Step 3 of the grievance procedure within ten (10) days after receipt of the Employer's decision. Such appeal shall be made to the Vice President of Labor Relations and must include copies of the Step 2 appeal and the Step 2 decision with a copy of the Step 3 appeal being sent to the Employer's Step 2 representative.
- G. If the Union representative believes that the facts or contentions set forth in the decision are incomplete or inaccurate, such representative should, within ten (10) days of receipt of the Step 2 decision, transmit to the Employer's representative a written statement setting forth corrections or additions deemed necessary by the Union. Any such statement must be included in the file as part of the grievance record in the case. **Filing** such corrections or additions shall not affect the time limits for appeal to Step 3.

H. Step 3.

The parties shall meet at the national level within fifteen (15) days of such appeal **to attempt to resolve the grievance. Each party's Step 3 representative shall be responsible for making certain that all relevant facts and contentions have been developed and considered.**

The Union representative shall have the authority to settle or withdraw the grievance in whole or in part. The Employer's representative, likewise, shall have the authority to grant the grievance in whole or in part.

Following this meeting, a decision by the Employer will be rendered within fifteen (15) days. Such decision shall be in writing stating the reasons therefore **and shall include a statement of any additional facts and contentions not previously set forth in the record of the grievance appealed from Step 2.**

If the Union representative believes the facts and contentions set forth in the decision are incomplete or inaccurate, such representative must, within ten (10) days of receipt of the Step 3 decision, transmit to the Employer's representative a written statement setting forth corrections or additions that the Union deems necessary.

Any such statement must be included in the file as part of the grievance record in the case. The Union shall be entitled to appeal a grievance to arbitration by providing a written notice of such appeal within thirty (30) days of receipt of the Employer's Step 3 decision.

- i. The parties shall thereafter meet at the national level within **thirty (30)** days of appeal to arbitration **to attempt to resolve the issues to be presented to the arbitrator. If the parties are unable to agree upon the issues to be presented to the arbitrator, each party shall present proposed issues to the arbitrator.**

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

Section 15.03. Grievance Procedure — General

- A. Either the Union or the Employer is entitled to bypass the procedure provided in Step 3.
- B. Failure by the Employer to render a decision in any of the steps of this procedure within the time herein provided for (including mutually agreed to extension periods) shall be deemed to move the grievance to the next step of the grievance procedure.
- C. The failure of the aggrieved party or the Union to present the grievance within the prescribed time limits of the steps of this procedure, including arbitration, shall be considered as a waiver of the grievance. However, if the Employer fails to raise the issue of timeliness at Step 2, or at the step at which the employee or Union failed to meet the prescribed time limits, whichever is later, such objection to processing the grievance is waived.
- D. It is agreed that, in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement or involving an issue of national impact, such dispute may be initiated as a grievance at the national level without going through the preceding steps.
- E. If either party's Step 2 representative maintains that a grievance involves an interpretation of this Agreement or involves an issue of national impact, that party may refer the grievance to Step 3 of the grievance procedure with a detailed explanation of the issue(s) involved. If either party's national representative maintains that a grievance involves an interpretation of this Agreement

or an issue of national impact, such grievance, absent settlement or remand, shall be scheduled for national level arbitration.

The party **that** maintains that the grievance involves an interpretation of this Agreement or an issue of national impact must provide written notification to the other party, stating the interpretive question or the issue of national impact to be resolved. Such notification must be presented in writing to the other party no later than thirty (30) days **before** any scheduled arbitration date; otherwise, the right to have the grievance heard in national level arbitration shall be waived.

Section 15.04. Arbitration

- A. Each party shall select one permanent arbitrator for each Center to decide all cases, except those set forth in Section 3.D above. Each arbitrator shall be selected from a list of regular panel arbitrators being used by the **Employer** and the craft unions under the National Agreement.
- B. These arbitrators shall serve for the life of this Agreement unless otherwise agreed by the parties. **In the event that** any such arbitrator is unavailable or otherwise unable to perform the duties, an alternate shall be selected by the same procedure to serve on an ad hoc basis.
- C. The parties shall also select one arbitrator by the alternate striking of names from a list of five (5) names of arbitrators being used by the Employer and the craft unions under the National Agreement who shall serve as a permanent arbitrator to hear interpretive issues and issues of national impact for the life of this Agreement. The parties shall also select one arbitrator by the same procedure to act as an alternate in case the permanent arbitrator is unavailable or unable to perform the duties.

- D. The arbitrator's decision **shall** be final and binding. The arbitrator, if possible, shall render the award within thirty (30) days of the date of the hearing. All decisions of the arbitrator shall be limited to the terms and provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended, or modified by the arbitrator. All costs, fees, and expenses charged by the arbitrator will be shared equally by the parties.
- E. Arbitration hearings shall be held during working hours. Employee witnesses shall be on Employer time when appearing at the hearing, provided the time spent as a witness is part of the employee's regular working hours. The Employer will permit one (1) change of work schedule per case scheduled for arbitration for either the grievant or a witness, provided notice is given to his or her immediate supervisor at least two (2) days **prior to** the scheduled arbitration hearing.

ARTICLE 16

DISCIPLINE PROCEDURE

Section 16.01. Basic Principles of Discipline

A. Administration. In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause, such as, but not limited to:

- (1) Insubordination;
- (2) Pilferage;
- (3) Intoxication (drugs or alcohol);
- (4) Incompetence;
- (5) Failure to perform work as requested;
- (6) Violation of the terms of this Agreement; or,
- (7) Failure to observe safety rules and regulations.

Any such discipline or discharge shall be subject to the grievance-arbitration procedure (Section 2) provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

B. Discussions. If, in the judgment of management, an employee's action is unsatisfactory, but may be susceptible to correction short of formal discipline, management shall have the responsibility of discussing the alleged shortcomings with the employee. Such discussions shall be held in private, shall not be considered disciplinary, are not grievable, and shall not, therefore, be cited as an element of past record in any subsequent disciplinary action.

Section 16.02. Counseling

For a minor offense, counseling in private shall be the method of dealing with that offense. The supervisor and the employee shall sign and date a written statement **that** acknowledges

the counseling and the reason(s) therefore. Counseling is a disciplinary action.

Section 16.03. Letter of Warning

A letter of warning is a disciplinary notice in writing, identified as an official disciplinary letter of warning, **that** shall include an explanation of a deficiency or misconduct to be corrected.

Section 16.04. Suspensions of 14 Days or Less

In the case of discipline involving suspensions of fourteen (14) days or less, the employee against whom disciplinary action is sought to be initiated shall be served with a written notice of the charges against the employee and shall be further informed that he/she will be suspended after ten (10) calendar days, during which ten (**10**) day period the employee shall remain on the job or on the clock (in pay status) at the option of the Employer. However, if a timely grievance is initiated, the effective date of the suspension will be delayed until disposition of the grievance, by settlement or an arbitrator's final and binding decision. The employee shall remain on the job or on the clock (in pay status) at the option of the Employer.

Section 16.05. Suspensions of More Than 14 Days or Discharge

In the case of suspensions of more than fourteen (14) days, or of discharge, any employee shall, unless otherwise provided herein, be entitled to an advance written notice of the charges against the employee and shall remain either on the job or on the clock at the option of the Employer for a period of thirty (30) days. Thereafter, the employee shall remain on the rolls (non-pay status) until disposition of the case has been had either by settlement with the Union or through exhaustion of the grievance-arbitration procedure. A preference-eligible **employee** who chooses to appeal a suspension of more than fourteen (14) days or a discharge to the Merit Systems Protection Board (**MSPB**) rather than through the grievance-arbitration procedure shall remain on the

rolls (non-pay status) until disposition of the case has been had by settlement or through exhaustion of the Merit Systems Protection Board appeal. When there is reasonable cause to believe an employee guilty of a crime for which a sentence of imprisonment can be imposed, the Employer is not required to give the employee the full thirty (30) days advance written notice in a discharge action, but shall give such lesser number of days advance written notice as under the circumstances is reasonable and can be justified. The employee is immediately removed from a pay status at the end of the notice period.

Section 16.06. Emergency Procedure

An employee may be immediately placed on an off-duty status (without pay) by the Employer, but remain on the rolls where the allegation involves:

- A.** Intoxication (use of drugs or alcohol);
- B.** Pilferage;
- C.** Failure to observe safety rules and regulations; or,
- D.** In cases where retaining the employee on duty may result in:
 - (1)** Damage to U.S. Postal Service property;
 - (2)** Loss of mail or funds; or,
 - (3)** Where the employee may injure **himself or herself**, or others.

The employee shall remain on the rolls (non-pay status) until disposition of the case has been **had**. If it is proposed to suspend such an employee for more than fourteen (14) days or discharge the employee, the emergency action taken under this Section may be made the subject of a separate grievance.

Section 16.07. Veterans' Preference

- A.** A preference-eligible **employee** is not hereunder deprived of whatever rights of appeal such employee may have under the Veterans' Preference Act. **However,**

if the employee initiates an appeal under the Veterans' Preference Act, the employee will be deemed to have waived further access to the grievance-arbitration procedure beyond Step 3 under any of the following circumstances:

- (1) If an MSPB settlement agreement is reached.
- (2) If the MSPB has not yet issued a decision on the merits, but a hearing on the merits before the MSPB has begun.
- (3) If the MSPB issues a decision on the merits of the appeal.

B. **In the event** the grievance of a preference-eligible **employee** is due to be scheduled in accordance with Article 15, Section 4, and the preference-eligible **employee** has a live MSPB appeal on the same action, the parties will not schedule the grievance for arbitration until a final determination is reached in the MSPB procedure. If the grievance is not waived under Section 7.A.1, 2, or 3 above, the case will be scheduled promptly for arbitration. **If the grievance is** ultimately sustained or modified in arbitration, the preference-eligible employee will have no entitlement to back pay under the National Agreement for the period from the date the case would have been scheduled for arbitration and the date it is actually scheduled for arbitration.

Section 16.08. Review of Discipline

In no case may a supervisor impose suspension or discharge upon an employee unless the proposed disciplinary action by the supervisor has first been reviewed and concurred **on** by the Management Designee.

Section 16.09. Employee Discipline Records

A. The records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two **(2)** years.

- B. Upon the employee's written request, any disciplinary notice or decision letter will be removed from the employee's official personnel folder after two **(2)** years if there has been no disciplinary action initiated against the employee in that two-year period.

Section 16.10. Indefinite Suspension — Crime Situation

- A. The Employer may indefinitely suspend an employee in cases where the Employer has reasonable cause to believe an employee is guilty of a crime for which a sentence of imprisonment can be imposed. In such cases, the Employer is not required to give the employee the full thirty (30) days advance notice of indefinite suspension, but shall give such lesser number of days of advance written notice as under the circumstances is reasonable and can be justified. The employee is immediately removed from a pay status at the end of the notice period.
- B. The just cause of an indefinite suspension is grievable. The arbitrator shall have the authority to reinstate and make the employee whole for the entire period of the indefinite suspension.
- C. If after further investigation or after resolution of the criminal charges against the employee, the Employer determines to return the employee to a pay status, the employee shall be entitled to back pay for the period that the indefinite suspension exceeded seventy (70) days, if the employee was otherwise available for duty, and without prejudice to any grievance filed under B above.
- D. The Employer may take action to discharge an employee during the period of an indefinite suspension whether or not the criminal charges have been resolved, and whether or not such charges have been resolved in favor of the employee. Such action must be for just cause and is subject to the requirements of Section 5 of this Article.

ARTICLE 17 REPRESENTATION

Section 17.01. Stewards

Stewards will be designated by the Union for the purpose of investigating, presenting, and adjusting grievances.

Section 17.02. Appointment of Stewards

- A. The Union will certify to the Employer in writing a steward or stewards and an alternate steward or stewards in accordance with the following general guidelines. When more than one steward is appointed, one of the stewards shall be designated by the Union as the chief steward for that particular Center. An alternate steward will be appointed for each steward to serve when the latter steward is not available to perform the duties of the steward in the Center. The selection and appointment of chief stewards, stewards, and alternate stewards is the sole and exclusive function of the Union. A steward or stewards may be designated by the Union to represent more than one facility within the jurisdiction of the same Center; however, such steward or stewards would not be in addition to the below described formula of stewards per employees.
- B. The Union will designate one (1) steward for the first forty-nine (49) employees or part thereof, per tour, per Service Center at each Center. The Union will certify which employees within the Service Center each steward will exclusively represent if there are more than forty-nine (49) employees in the Service Center. Where there are fifty (50) or more employees on any tour, per Service Center in a Center, the Union may elect to appoint an additional steward for each additional fifty (50) employees or any portion of a multiple of fifty (50) employees per tour per Service Center.

- C. At the option of the Union, representatives not on the Employer's payroll shall be entitled to perform the functions of a steward or chief steward, provided such representatives are certified in writing to the Employer at the Headquarters level.
- D. A steward may not process a grievance concerning higher level pay, overtime, or a promotion action if the steward may be personally affected by the outcome.
- E. At each Center, the Union may designate in writing to the Employer at least three (3) duty days in advance of the filing of the grievance at Step 1 one (1) Union officer actively employed at that Center to act as a steward to investigate, present, and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance. The activities of such Union officer shall be in lieu of a steward designated under the formula in Section 2.B and shall be in accordance with Section 3, "Rights of Stewards." Payment shall be in accordance with Section 5.

Section 17.03. Rights of Stewards

- A. When it is necessary for a steward to leave his/her work area to investigate and adjust grievances, the steward shall request permission from the immediate supervisor and such request shall not be unreasonably denied. **In the event** the steward's duties require leaving the work area and entering another work area within the Center, the steward must also receive permission from the supervisor of such other area. Such request shall not be unreasonably denied.
- B. The steward or chief steward may request and shall obtain access, through the appropriate supervisor, to review the documents, files, and other records necessary for investigating or processing a grievance or determining if a grievance exists, and shall have the right to interview the aggrieved employee, supervisors

and witnesses during working hours. Such request shall not be unreasonably denied.

- C. While serving as a steward or chief steward, an employee may not be involuntarily transferred to another tour or facility within the Center or to another Center unless there is no job for which the employee is qualified on the employee's tour, facility, or Center.
- D. If an employee requests a steward or Union representative to be present during the course of an interrogation by the Inspection Service, such request will be granted. All polygraph tests will continue to be voluntary.

Section 17.04. Employee Request for Union Representation

No employee shall be required to take part in an investigatory interview where the employee has reasonable grounds to believe that the matter to be discussed may result in the employee being subject to disciplinary action and the employee's request for Union representation at the interview is denied.

Section 17.05. Payment of Stewards

The Employer will authorize payment under the following conditions:

- A. Grievances. The aggrieved employee will be compensated at the applicable straight-time rate for time actually spent processing Step 1 and Step 2 grievances, including meetings with the Employer, provided that such time is during the regular workday of the employee. There will be no compensation for time so spent if it is outside the regular workday of the employee.
- B. The Union steward (only as permitted under the formula in Section 2.B) who is representing the aggrieved employee will be compensated at the applicable straight-time rate for time actually spent at Step 1 and Step 2 grievance meetings, as well as for time actually

spent in grievance handling, including investigation, meetings with the Employer, and time reasonably necessary to write a grievance, provided that the time so spent is a part of the steward's regular workday. There will be no compensation for time so spent if it is outside the steward's regular workday.

- C. Meetings. The Employer may require a steward to attend meetings called by the Employer for information exchange and other conditions designated by the Employer concerning contract application. Employer authorized payment will be granted at the applicable straight-time rate, provided the time spent is part of the steward's (only as permitted under the formula in Section 2.B) regular workday.

Section 17.06. Labor-Management Committees

A. National.

There will be established a National Labor-Management Committee consisting of four members: two **(2)** selected by the Employer and two **(2)** selected by the Union. The Chairman of the National Labor-Management Committee will be the appropriate Vice President or other designee. This Committee will meet quarterly or as deemed necessary by the Employer or the Union **for the purpose of** discussing, exploring, and considering policy matters of substantial national concern to the parties relative to the bargaining units, provided neither party shall attempt to change, add to, or vary the terms of this Agreement.

B. Local.

Additionally, there will be established at each Center a local Labor-Management Committee consisting of **members** selected by the Employer and members selected by the Union. The Chairman of the local Labor-

Management Committee will be the Management Designee. This local Committee will meet at least quarterly or at such other time as the parties may agree for the purpose of discussing, exploring, and considering matters of mutual concern to the parties. The date and time of the meetings shall be determined mutually by the Employer and the Union, and each party shall furnish to the other a brief description of each subject **that** it intends to discuss at such meeting and a list of attendees at least one (1) service week in advance. The Employer will compensate one designated representative from the Union for actual time spent in the meeting at the applicable straight-time rate, providing the time spent in such meetings is a part of the employee's regularly scheduled workday.

Section 17.07. Introduction of Employees

A Union representative shall be given ample opportunity to meet with new bargaining-unit employees on their tour within the Center within the first two **(2)** weeks of their assignment. Health benefit-enrollment information and forms will not be provided during new-employee orientation until a representative of the Union has had an opportunity to address such new employees.

Section 17.08. Checkoff

- A. In conformity with Section 2 of the Act, 39 U.S.C. 1205, without cost to the Union, the Employer shall deduct and remit to the Union the regular and periodic Union dues biweekly from the pay of employees as instructed in writing by the Union and the employee, which written assignment by the employee shall be irrevocable for a period of not more than one (1) year. The parties agree that the Union will have sole responsibility for and control over dues withholding and revocation. The Union must provide the Employer with withholding and revocation information in a format and within time

periods acceptable to the Employer. The Employer agrees to remit to the Union all deductions to which it is entitled fourteen (14) days after the end of the pay period for which such deductions are made. Deductions shall be in such amounts as are designated to the Employer in writing by the Union.

- B. The authorization of such deductions shall be made in accordance with the terms of Standard Form 1187. Revocation of authorization shall be made in accordance with the terms of Standard Form 1188.
- C. Notwithstanding the foregoing, employees' dues-deduction authorizations (Standard Form 1187) which are presently on file with the Employer on behalf of the Union shall continue to be honored and given full force and effect by the Employer unless and until revoked in accordance with their terms.
- D. The Union shall defend, indemnify, save, and hold the Employer harmless from any and all claims, responsibility, damage, suit, demand, grievance, or other liability (including attorney's fees incurred by the Employer) which may arise out of any actions taken by the Employer required by the terms of this Article or in reliance upon instructions provided by the Union in connection with the Union's operation and control over said dues withholding and revocation.
- E. The Employer agrees that it will continue in effect, but without cost to employees, its existing program of payroll deductions at the request and on behalf of employees for remittance to financial institutions, including credit unions. In addition, the Employer agrees, without cost to the employee, to make payroll deductions on behalf of such organization the Union shall designate to receive funds to provide group automobile insurance for employees and/or homeowners/tenant liability insurance for employees, provided only one such insurance carrier is selected to provide such coverage.

ARTICLE 18 NO STRIKE

Section 18.01. No Strike

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

Section 18.02. Reasonable Action

The Union, or its local Unions, will take reasonable action to avoid such activity and where such activity occurs, immediately inform striking employees that they are in violation of this Agreement and order said employees back to work.

Section 18.03. Liability

It is agreed that the Union, or its local Unions which comply with the requirements of this Article, shall not be liable for the unauthorized action of their members or other **Postal Service** employees.

ARTICLE 19

HANDBOOKS AND MANUALS

Section 19.01. Agreement Consistency

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

Section 19.02. Proposed Changes

Notice of such proposed changes which directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least sixty (60) days **before** issuance. At the request of the Union, the parties shall meet concerning such changes. If the Union, after the meeting, believes that the proposed changes violate this Agreement (including this Article), it may then submit the issue to national level arbitration in accordance with the grievance-arbitration procedure within sixty (60) days after receipt of the notice of the proposed change. Copies of those parts of all new handbooks, manuals, and regulations that directly relate to wages, hours, or working conditions, as they apply to employees covered by this Agreement, shall be furnished to the Union upon issuance.

ARTICLE 20 PARKING

Section 20.01. Parking Program

The existing parking program will remain in effect. Management will continue to consider improving the parking program. Recognizing the need for adequate security for employees in parking areas, and while en route to and from parking areas, the Employer will take reasonable steps, based on the specific needs of the individual location, to safeguard employee security, including, but not limited to, establishing liaison with local police authorities, requesting the assignment of additional uniformed police in the area, improving lighting and fencing, and, where available, utilizing mobile security force patrols.

Section 20.02. Local Discussions

Parking is a proper subject for discussion at local Labor-Management Committee meetings. The location of new, additional, or improved parking facilities, the number of parking spaces, security and lighting in the parking areas, as well as similar subjects, are proper agenda items for such meetings. The local Labor-Management Committee may make recommendations to the Management Designee in each Center concerning such subjects.

ARTICLE 21 BENEFIT PLANS

Section 21.01. Health Benefits

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

- A. The Office of Personnel Management shall calculate the subscription charges under the FEHBP that will be in effect the following January with respect to self-only enrollments, self-plus-one enrollments, and self-and-family enrollments.
- B. For career employees, the biweekly Employer contribution for self-only, self-plus-one, and self-and-family plans **and FEHB plans** in Plan Years **2023, 2024, 2025, and 2026** will be seventy-two percent (72%) of the weighted average biweekly premiums as determined by the OPM and will not exceed seventy-five percent (75%) for **any** individual plan.
- C. The weight to be given to a particular subscription charge for each FEHB plan and option will be based on the number of enrollees in each such plan and option for whom contributions have been received from employers covered by the FEHBP as determined by the OPM.
- D. The amount necessary to pay the total charge for enrollment after the Employer's contribution is deducted shall be withheld from the pay of each enrolled employee. To the extent permitted by law, the Employer shall permit employees covered by this Agreement to make their premium contributions to the cost of each plan on a pre-tax basis, and shall extend eligibility to such employees for the U.S. Postal Service's flexible-spending account plans for unreimbursed health care

expenses and work-related dependent child-care and elder-care expenses as authorized under Section 125 of the Internal Revenue Code.

(See **MOU** “Article 21.01 Health Benefits,” page 130)

Section 21.02. Life Insurance

The Employer shall maintain the current life insurance program in effect during the term of this Agreement.

Section 21.03. Retirement

The provisions of Chapters 83 and 84 of Title 5 U.S. Code, and any amendments thereto, shall continue to apply to employees covered by this Agreement.

Section 21.04. Injury Compensation

Employees covered by this Agreement shall be covered by Subchapter 1 of Chapter 81 of Title 5 U.S. Code, and any amendments thereto, relating to compensation for work injuries. The Employer will promulgate appropriate regulations which comply with applicable regulations of the Office of Workers’ Compensation Programs and any amendments thereto.

Section 21.05. Health Benefit Brochures

When new employees who are eligible for enrollment in the Federal Employees’ Health Benefit Program enter the bargaining unit, they shall be furnished a copy of the Health Benefit Plan brochure of the Union signatory to this Agreement.

ARTICLE 22
BULLETIN BOARDS

Section 22.01. Number of Bulletin Boards

The Employer shall furnish one (1) suitable bulletin board per floor, for floors having 25 or more employees, in each Center for the exclusive use of the Union.

Section 22.02. Posted Notices

Only suitable notices and literature may be posted or placed on the bulletin board. There will be no posting or placement of notices or literature on the bulletin boards except upon the authority of officially designated representatives of the Union.

ARTICLE 23
RIGHTS OF UNION OFFICIALS
TO ENTER POSTAL INSTALLATIONS

Upon reasonable notice to the Employer, duly authorized representatives of the Union shall be permitted to enter any **Postal Service** installation, whether owned or leased, covered by this Agreement for the purpose of performing and engaging in official **Union** duties and business related to this Agreement. There shall be no interruption of the work of employees due to such visits and representatives shall adhere to the established security regulations.

ARTICLE 24
EMPLOYEES ON LEAVE WITH REGARD
TO UNION BUSINESS

Section 24.01. Step Increases

Employees on leave without pay (LWOP) to devote full-time or part-time service to the Union shall be credited with step increases as if they had been in a pay status. Retirement benefits will accrue **based on** the steps so attained, provided the employees make contributions to the retirement fund in accordance with current procedures. Annual and sick leave will be earned in accordance with existing procedures based on hours worked.

Section 24.02. Conventions

Employees in a Center will be granted annual leave or leave without pay at their election to attend National, State, and Regional Union Conventions, provided that requests for leave have been submitted by the employees to the Management Designee as soon as practicable, and provided that approval of such leave does not seriously or adversely affect the operational requirements of the Center.

Section 24.03. Choice Vacation Period

If the requested leave falls within the choice vacation period and if the request is submitted **before** determining the choice vacation period schedule, it will be granted **before** making commitments for vacations during the choice period and will be considered part of the total choice vacation plan for the entire Center, unless agreed to the contrary at the local level. Where the specific delegates to the Union Convention have not yet been determined, upon the request of the Union, the Employer will make provisions for leave for these delegates **before** making commitments for vacation.

Section 24.04. Leave Requests

If the requested leave falls within the choice vacation period and the request is submitted after the determination of the choice vacation period schedule, the Employer will make every reasonable effort to grant such request, consistent with operational requirements.

ARTICLE 25 HIGHER LEVEL ASSIGNMENTS

Section 25.01. Definition

Higher level work is defined as an assignment to a ranked higher level position or the performance of distinguishing, disparate, or core duty elements of a ranked higher level position, whether or not such position has been authorized at the Center.

Section 25.02. Higher Level Pay

An employee who is detailed to higher level work shall be paid at the higher level for time actually spent on such a job. An employee's higher level rate shall be determined as if the employee were promoted to the position at the minimum rate for such promotion. An employee temporarily assigned or detailed to a lower level position shall be paid at the employee's authorized regular rate of pay.

Section 25.03. Authorization Procedures

Any employee who is detailed to higher level work shall be given a written management order, stating beginning and approximate termination, and directing the employee to perform the duties of the higher level position. Such written order shall be accepted as authorization for the higher level pay. The failure of management to give a written order is not grounds for denial of higher level pay if the employee was otherwise directed to perform the duties. **Before** the start date of a higher level assignment, the Union will be provided copies of the management written order for higher level duties, regardless of whether the higher level assignment is to a bargaining unit or nonbargaining unit position.

Section 25.04. Selection Procedures

Detailing employees to higher level bargaining unit work shall be from among qualified and available employees with first consideration given to employees in the function in which the

temporarily vacant higher level position exists. However, details to higher level bargaining unit positions permanently filled **based on** promotion of the senior qualified employee, the senior qualified available employee within the functional area, shall be selected.

In filling details to higher level positions that are expected to **exceed** 60 days' duration, management shall solicit interest from employees and fill these details, giving due consideration to criteria such as the employees' abilities, availability, specialized experience, and length of service in the functional assignment area and/or Center.

This provision does not preclude the Employer from making immediate higher level details for specific reasons during the solicitation and selection period.

Section 25.05. Leave

Annual or sick leave pay for employees detailed to a higher level position will be at the higher level rate as described in Section 2 of this Article during the period of the detail. Terminal leave payments resulting from death will be paid at such higher level rate for all employees who are assigned or detailed to higher level assignments on their last workday.

ARTICLE 26 WORK CLOTHES

Section 26.01. Protective Clothing

One or more articles of protective clothing will be offered by the Employer for use in the Computer Room and Delivery and Mail Room.

Section 26.02. Safety Equipment

Any safety equipment required by the Employer or by federal law or regulation applicable to the Employer shall be furnished to the employees by the Employer.

ARTICLE 27 EMPLOYEE CLAIMS

Section 27.01. Claims

Subject to a \$10 minimum, an employee may file a claim within fourteen (14) days of the loss or damage and be reimbursed for loss or damage to personal property, except for motor vehicles and the contents thereof, taking into consideration depreciation where the loss or damage was suffered in connection with or incident to the employee's employment while on duty or while on **Postal Service** premises. The possession of the property must have been reasonable or proper under the circumstances and the damage or loss must not have been caused in whole or in part by the negligent or wrongful act of the employee. Loss or damage will not be compensated when it resulted from normal wear and tear associated with day-to-day living and working conditions.

Section 27.02. Appeals

Claims shall be documented, if possible, and submitted with recommendations by the Union steward to the Management Designee in each Center for determination. An adverse determination may be appealed to Step 3 of the grievance-arbitration procedure.

Section 27.03. Motor Vehicles

- A. The above procedure does not apply to privately owned motor vehicles and the contents thereof. For such claims, employees may utilize the procedures of the Federal Tort Claims Act in accordance with Part 250 of the *Administrative Support Manual*.
- B. The procedures specified therein shall be the exclusive procedure for such claims, which shall not be subject to the grievance-arbitration procedure.
- C. A tort claim may be filed on SF-95, which will be made available by the **Management Designee**.

ARTICLE 28 EMPLOYER CLAIMS

Section 28.01. Written Demand

The parties agree that continued public confidence in the Postal Service requires the proper care and handling of USPS property, Postal **Service** funds, and the mails. In advance of any money demand upon an employee for any reason, the employee must be informed in writing and the demand must include the reasons therefor.

Section 28.02. Loss or Damage of the Mails

Employees are responsible for the protection of the mails entrusted to them. Such employees shall not be financially liable for any loss, rifling, damage, wrong delivery of, or depredation on the mails unless the employee failed to exercise reasonable care.

Section 28.03. Damage to U.S. Postal Service Property and Vehicles

An employee shall be financially liable for any loss or damage to property of the Employer, including leased property and vehicles, only when the loss or damage was the result of the willful or deliberate misconduct of such employee.

ARTICLE 29 TRAINING

Section 29.01. Training Assistance

The Employer shall continue to assist employees to improve their skills through training and self-help programs on and off the clock as has been heretofore practiced, including opportunities for cross-training in other occupational fields. When opportunities for cross-training to be conducted on official time exist, notices of such opportunities will be posted on official bulletin boards to inform interested employees.

(See MOUs “Career Development,” page 116; and “Information Technology Career Development,” page 119.)

Section 29.02. Cross-Training

Cross-training is defined as providing an opportunity for current employees to gain qualifications for positions for which they are currently not qualified.

Section 29.03. Selection Criteria

When considering applications for cross-training, the Employer shall select from a list of applicants, taking into account the employees’ abilities, availability, length of service in the functional assignment area and/or Center, as well as the selection considerations cited in Part 713.2c-f **of the *Employee and Labor Relations Manual***.

ARTICLE 30
LOCAL WORKING CONDITIONS

Section 30.01. Existing Memoranda of Understanding

Presently effective local **Memoranda of Understanding** shall continue in effect during the term of this Agreement and until successor memoranda are agreed upon by the parties or decided pursuant to Section 4 of this Article.

Section 30.02. Local Implementation Period

There shall be a 30-day period of local implementation to commence forty-five (45) days after the effective date of this Agreement. Such implementation shall be limited to only those items listed in Section 3 of this Article. No local negotiations nor local MOUs or provisions thereof may be inconsistent or in conflict with or vary the terms of this Agreement.

Section 30.03. Subjects for Local Implementation

Only the following items shall be proper subjects of local implementation:

- A. Determination on a percentage basis as to the number of employees who shall receive leave each week during the choice vacation period.

(See MOU “Technology Application – Incidental Annual Leave and Choice Vacation for Programmers,” page 136)

- B. Formulation of a local leave program.

(See MOU “Technology Application – Incidental Annual Leave and Choice Vacation for Programmers,” page 136)

- C. The determination of the beginning day of an employee’s vacation period.

- D. Whether employees at their option may request two **(2)** selections during the choice vacation period in units of either five (5) or ten (10) days.
- E. Whether jury duty and attendance at National or State Union Conventions shall be charged to the choice vacation period.
- F. The issuance of official notices to each employee of the vacation schedule approved for the employee.
- G. The procedures for submission of applications for annual leave during other than the choice vacation period.
- H. The method of selecting employees to work on a holiday.
- I. Whether "Overtime Desired" lists in Article 8 shall be by **pay location**.
- J. **The** assignment of employee parking spaces.
- K. The determination as to whether annual leave to attend Union activities requested **before** determining the choice vacation schedule is to be part of the total choice vacation plan.
- L. Guidelines for the curtailment or termination of **Postal Service** operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.
- M. The method to be used in requesting or reserving light duty or restricted duty assignments as appropriate so that no regularly assigned member of the regular workforce will be adversely affected.
- N. Guidelines for implementation of a flextime program.
- O. Location of office space for the APWU local **Union** to conduct its contract administration responsibilities and secure materials and records.

Section 30.04. Impasse

- A. Impasse items on any proposals covered by this Article may be submitted to the national level for discussion within ten (10) days of the close of the local implementation period. Any items still remaining in dispute after the national level discussion may be submitted to final and binding arbitration with the written authorization of the National President of the American Postal Workers Union, AFL-CIO, or the Vice President, Labor Relations. The request for arbitration must be submitted within sixty (60) days after conclusion of the 30-day local implementation period.
- B. Where the Employer, pursuant to Section 4.A, submits a proposal remaining in dispute to arbitration, which proposal seeks to change a presently effective Local **Memorandum of Understanding**, the Employer shall have the burden of establishing that continuation of the existing provision would represent an unreasonable burden to the Employer.

Section 30.05. Grievances

An alleged violation of the terms of a **Memorandum of Understanding** shall be subject to the grievance-arbitration procedure (Section 2.A).

ARTICLE 31 UNION-MANAGEMENT COOPERATION

Section 31.01. Union Membership

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

Section 31.02. Computer Information

The Employer shall, on a **biweekly** basis, provide the Union at its national headquarters with information as set forth in the **Memorandum of Understanding** regarding Article 31.

*(See **MOU** "Bargaining-Unit Information," page 122)*

Section 31.03. Information Requests

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

Requests for information relating to purely local matters should be submitted by the local Union representative to the Management Designee in each Center. **Upon request from the Union, the Employer will furnish requested information in electronic format when it is possible to do so.** All other requests for information shall be directed by the National President of the American Postal Workers Union to the Vice President, Labor Relations.

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

ARTICLE 32 SUBCONTRACTING

Section 32.01. Considerations

The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.

Section 32.02. Notification

The Employer will give advance notification to the Union at the national level when subcontracting **that** will have a significant impact on bargaining unit work is being considered **and** will meet to consider the Union's views on minimizing such impact. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Union.

Section 32.03. National Labor-Management Committee

The National Labor-Management Committee established pursuant to Article 17 shall study the problems in this area leading towards a meaningful evolutionary approach to the issue of subcontracting.

ARTICLE 33 PROMOTIONS

Section 33.01. Principle of Promotions

The Employer emphasizes its commitment to the principle of promotions from within, with emphasis upon career advancement opportunities. First opportunity for promotions will be given to qualified full-time career bargaining unit employees.

Section 33.02. Procedures

- A. When an opportunity for promotion exists in **any** Center, an announcement shall be posted on **all** official bulletin boards **(including electronic bulletin boards)** soliciting applications. Employees, **in any Center**, meeting the qualifications for the position shall be given first consideration. Qualifications shall include, but not be limited to, ability to perform the job, merit, experience, knowledge, and physical ability. Where there are qualified applicants, the best qualified applicant shall be selected, taking into **consideration** the applicants' abilities, specialized experience, and length of service in the functional assignment area. Neither written examinations nor interviews shall be controlling in determining qualifications. If no employee is selected for the promotion, the Employer will solicit applications from other sources.
- B. Length of service in the functional assignment area is computed from entry into a regular workforce position in a particular functional assignment area and continues to accrue for all periods of service in the functional assignment area.
- C. Promotion boards will be convened and after completion of suitability determinations, selections of successful applicants will be announced as expeditiously as possible. The promotion action will become effective no later than two **(2)** full pay periods after the announcement of the successful applicant.

Section 33.03. Senior Qualified Positions

Promotions to positions enumerated in the Seniority Article of this Agreement shall be made by the selection of the senior qualified employee meeting the qualification standards established for that position.

Section 33.04. Future Changes

The unified promotion procedures currently being implemented for bargaining unit employees and used to **affect** the promotion of bargaining unit employees, shall not be altered at the local level. The unified promotion procedures include the applicable provisions of Handbook EL-312, Job Description Online, the *Administrative Support Manual* (ASM), the *Domestic Mail Manual* (DMM), and the F-21, *Timekeeper's Instructions*, part of which mandates **correctly completing** and **using** PS Forms 1796-A and 1796-B. If a change in the promotion procedures is deemed necessary, the proposed change will be subject **for** discussion by the National Labor-Management Committee. If mutual agreement by the parties cannot be reached, the proposed changes may be appealed to arbitration under the provisions of Article 19.

ARTICLE 34

WORK AND/OR TIME STANDARDS

The principle of a fair day's work for a fair day's pay is recognized by all parties to this Agreement.

Section 34.01. Employer Studies

The Employer agrees that any work measurement systems or time or work standards shall be fair, reasonable, and equitable. The Employer agrees that the Union, through qualified representatives, will be kept informed during the making of time or work studies **that** are to be used as a basis for changing current or instituting new work measurement systems or work or time standards.

The Employer agrees that the National President of the American Postal Workers Union may designate a qualified representative who may enter any installation covered by this Agreement **for purposes of** observing the making of time or work studies **that** are to be used as the basis for changing current or instituting new work measurement systems, work, or time standards.

Section 34.02. Notification

The Employer agrees that, before changing any current or instituting any new work measurement systems, work, or time standards, it will notify the Union as far in advance as practicable. Within a reasonable time not to exceed ten (10) days after the receipt of such notice, representatives of the Union and the Employer shall meet for the purpose of resolving any differences that may arise concerning such proposed work measurement systems, work, or time standards. If no agreement is reached within five (5) days after the meetings begin, the Employer may institute or change such systems or standards.

Section 34.03. Union Studies

If, after receipt of the notification as provided for in Section 2, it is necessary for a determination by the Union as to whether

any of the matters dealt with in the notification are to be regarded by them as being in violation of Section 1 above, the Union shall, after reasonable notice to the Employer, be permitted through qualified representatives to make time or work studies. If such studies are not completed **before** the Employer institutes the new or changed systems or standards, the studies may, nevertheless, be completed.

There shall be no disruption of operations or of the work of employees due to the making of such studies. Upon request, the Union representative shall be permitted to examine relevant available technical information necessary to complete the Union's study. The Employer is to be kept informed during the making of such studies.

Section 34.04. Grievances

If, after the Employer has initiated a change, the Union believes there is a violation of Section 1 above, it is expressly understood that the matter is grievable.

ARTICLE 35 EMPLOYEE ASSISTANCE PROGRAM

Section 35.01. Joint Support

The Employer and the Union express strong support for the Employee Assistance Program (EAP) of self-help, which includes alcohol and drug recovery programs.

Section 35.02. Access to Employee Assistance Program

Where afflicted Center employees have access to an EAP Program in effect at installations **that** are proximate or close to a Center, they shall be allowed to participate in that program or any expanded EAP services provided at that existing facility. At Centers without access to an EAP Program, the Employer shall refer the employee to local alcohol recovery programs. Additionally, the Employer will maintain a current listing of all local community, federally approved drug treatment agencies for referral of employees with drug-related problems.

Section 35.03. Participation

An employee's voluntary participation in such programs will be considered favorably in disciplinary action proceedings.

Section 35.04. National Labor-Management Committee Discussion

The existing program and new programs may be the subject of discussion **by** the National Labor-Management Committee pursuant to Article 17.

ARTICLE 36
CREDIT UNIONS AND TRAVEL

Section 36.01. Credit Unions

In the event that the Union signatory to this Agreement presently operates or shall thereafter establish and charter credit unions, the Employer shall, without charge, authorize and provide space, if available, for the operation of such credit unions in appropriate buildings, in other than workroom space. Any Center employee of any such credit union shall, if such employee can be spared, be granted annual leave or **leave without pay**, at the option of the employee, for up to four (4) hours daily, to perform credit union duties.

Section 36.02. Travel, Subsistence, and Transportation

- A. The Employer shall continue the current travel, subsistence, and transportation program. One (1) week advance notice will be given for travel, to the maximum extent possible.
- B. Employees will be paid a mileage allowance for the use **of** privately-owned automobiles for travel on official business when authorized by the Employer equal to the standard mileage rate for use of a privately-owned automobile as authorized by the General Services Administration (GSA). Any change in the GSA standard mileage rate for use of a privately-owned automobile will be put into effect by the Employer within sixty (60) days of the effective date of the GSA change.
- C. All travel for job-related training will be considered compensable work hours.

ARTICLE 37 SENIORITY

Section 37.01. Introduction

The Employer and Union agree to the following seniority principles, which replace all former rules, instructions, and practices, if any. These seniority principles determine the relative standing among full-time employees.

- A. Seniority for bargaining unit employees who were on the rolls of all Data Centers as of November 21, 1974, shall be computed to include all continuous service, including periods of absence covered under Section 5.A and B of this Article, in the U.S. Postal Service and its predecessor, the United States Post Office Department, immediately preceding their employment in the Data Center.
- B. Seniority for bargaining unit employees who were hired after November 21, 1974, will be computed from the date of their career appointment in **any** Center and continues to accrue so long as service is uninterrupted in **any** Center, except as otherwise specifically provided.
- C. Seniority for bargaining unit employees who were formerly employed in any Automatic Data Processing Center shall be computed, effective as of January 11, 1978, to include all continuous service in the Automatic Data Processing Center, including periods of absence covered under Section 5.A and B of this Article.
- D. Seniority for bargaining unit employees who were formerly employed in the Data Automation Division shall be computed, effective as of April 10, 1980, to include all continuous service in the Data Automation Division, including periods of absence covered under Section 5.A and B of this Article.

E. Seniority for Preferred Assignments. This seniority determines relative standing among the regular bargaining unit workforce employees eligible to bid for preferred assignments and for reassignment within an installation. It is computed from entry into a regular bargaining unit workforce position in an occupation code. It continues to accrue so long as service in the same occupation code and within the functional assignment area is uninterrupted. Bargaining unit employees who regain their seniority pursuant to Section 5 of this Article may also regain their previously acquired seniority for preferred assignments, provided they continuously hold the same occupation code in a similar functional assignment area that they held in **any IT/AS Center**.

F. Correction of Bargaining Unit Seniority. If a bargaining unit employee requests a correction of seniority standing, it is the responsibility of that requesting employee to identify and restate the specific instruction, rule, or practice in support of the request. Such request shall be made in writing to the Management Designee in each Center.

Section 37.02. Coverage

These rules apply to all employees in the regular workforce when a guide is necessary for filling vacant assignments and for the proper and efficient administration of this Agreement. No employees, solely by reason of this Article, shall be displaced from an assignment they gained in accordance with former rules.

Section 37.03. Responsibility

The Management Designee in each Center is responsible for day-to-day administration of seniority. The Management Designee shall post and furnish a copy of the current bargaining unit seniority list upon the signing of this Agreement and shall post and furnish a copy of an updated

bargaining unit seniority list to the Union **semi-annually**. **The seniority list will include the employee duty station finance number.** The application of this Article shall be open for negotiations at the installation level as provided under Article 30.

Section 37.04. Definitions

- A. Preferred Duty Assignment. An assignment preferred over the current assignment by a full-time employee eligible to bid for such assignment when it is posted for bid. This bidding shall be restricted to full-time bargaining unit employees in the same functional assignment area and occupation code.
- B. Seniority for Breaking Ties. When it is necessary to determine the seniority ranking for two (2) or more bargaining unit employees the following shall be used to break any tie, in the following sequence:
 - (1) Total continuous seniority in the bargaining unit of the Center(s).
 - (2) Total Postal Service seniority.
 - (3) Total Federal Career Civilian Service.
 - (4) Numerical by the last three or more numbers (using enough numbers to break the tie, but not fewer than three numbers) of the employee's **Social Security** number, from the lowest to highest
- C. Bidding Rights. Full-time employees may bid on any preferred duty assignment established in **any** Center within their functional assignment area and occupation code.
- D. Functional Assignment Area. A functional assignment area is a designated work location(s) or a part of a designated work location, within a Center, or within a Service Center, **branch**, **section**, or group within a Center. The functional assignment area may be used

in connection with various applications of seniority or length of service as they have been heretofore used under this Agreement. Functional assignment areas **are listed in the MOU “Identification of Functional Assignment Areas.”**

(See MOU “Identification of Functional Assignment Areas,” page 145)

- E. Identification of Bargaining Unit. A Center, for purposes of this Agreement, is composed of those bargaining unit employees for whom the Union has secured exclusive recognition at the national level.
- F. Duty Assignment. A duty assignment is a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.
- G Bid. A written request submitted to the Management Designee in each Center to be assigned to a duty assignment by a full-time employee eligible to bid on a vacancy or a newly established duty assignment.
- H. Application. A written request by a full-time employee for consideration for an assignment for which that employee is not entitled to submit a bid.

Section 37.05. Changes in Which Seniority Is Retained, Regained, or Restored

- A. Reemployment after Disability Separation. On reinstatement or reemployment after separation caused by disability, retirement, or resignation because of personal illness and the employees have so stated in their resignation and furnished satisfactory evidence for inclusion in their personnel folder, the employees will receive seniority credit for past service in the bargaining unit for time on the disability retirement or for illness if reinstated or reemployed in the Center in the same or lower grade from which originally separated, provided application for reinstatement or reemployment is made within six (6) months from the date of recovery. The date

of recovery in the case of disability retirement or disability separation must be supported by notice of recovery from the Compensation Group, Office of Personnel Management, or the Office of Workers' Compensation Programs, respectively, and, in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner.

- B. Restoration. On restoration in the Center after return from military service or unjust removal, employees shall regain the same bargaining unit seniority rights they would have had if not separated.
- C. Status of Bargaining Unit Employees **Who Leave the Center**. Employees who leave the bargaining unit on or after the effective date of this Agreement and return to a Center will begin a new period of seniority unless they return from a position within the Postal Service within one **(1)** year from the date of leaving a Center.
- D Status of Bargaining Unit Employees **Who Involuntarily Leave the Center**. Employees who are involuntarily reassigned outside of the bargaining unit pursuant to Article 40 and return to a bargaining unit position within a Center shall regain their previously held seniority at the time of their reassignment.

Section 37.06. Changes in Which Seniority Is Lost

Except as specifically provided elsewhere in this Agreement, full-time employees begin a new period of seniority:

- A. Upon reinstatement or reemployment;
- B Upon transfer into the bargaining unit from other **Postal Service** installations not covered by this Agreement; or,
- C. Upon changing from one (1) occupation code to another (seniority for preferred assignments only).

Section 37.07. Reduction of Seniority for Preferred Assignments

- A. When an employee is voluntarily or for disciplinary reasons changed to a lower salary position in the Center and the occupation code is in the same functional assignment area from which promoted, seniority is established as the employee's former period of seniority without credit for employment in any other higher salary position.
- B. When the change is to the same or a lower salary position in the Center and the position is other than that from which promoted, whether the change is voluntary or involuntary, seniority will be established as one day less than the junior regular workforce employee in that occupation code and functional assignment area or the employee's own seniority, whichever is less.

Section 37.08. Filling Positions Reevaluated in the Bargaining Unit

When an occupied position is upgraded on the basis of the present duties, the incumbent bargaining unit employee will remain in such position. When an occupied position is upgraded on the basis of duties **that** are added to the position, the incumbent bargaining unit employee will remain in such position, if qualified.

Section 37.09. Relative Standing on the Part-Time Roll

- A. The relative standing among part-time employees on the roll is computed from entry into a part-time position in a particular occupation code. It continues to accrue so long as service in the same occupation code is uninterrupted. In cases of appointment of more than one eligible **employee** on the same day from the same competitive register, their positions on the part-time roll will be in accord with their standing on the competitive eligible register.

- B. Part-time employees shall be offered appointment to full-time positions of the same occupation code in the order of their standing on the part-time roll.

Section 37.10. Conversions

A reinstated or transferred bargaining unit employee shall be placed on the part-time roll ahead of one appointed from the register on the same day. When two or more bargaining unit employees are converted under the regulation, effective the same date, their relative standing on the part-time roll 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 part-time roll shall be determined by order of standing on the register. First preference for filling vacancies shall be given to qualified regular workforce employees.

Section 37.11. Senior Qualified Positions

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

Facility Communication Technician, Sr. (Occupation Code 0332-3027) from Facility Communication Technician (Occupation Code 0332-3023).

(See "Functional Area" Letter of Intent, page 123)

ARTICLE 38 POSTING

Section 38.01. Newly Established and Vacant Duty Assignments

- A. All newly established duty assignments shall be posted for full-time bargaining unit employees eligible to bid within ten (10) days. All vacant duty assignments shall be posted within thirty (30) days unless such vacant duty assignments are reverted.
- B. When a vacant duty assignment is under consideration for reversion, the local Union President will be given an opportunity for input **before** a decision is made to revert. The decision to revert or not to revert the duty assignment shall be made no later than thirty (30) days after it becomes vacant. If the vacant assignment is reverted, a notice shall be posted advising of the action taken and the specific reason(s) thereof.
- C. Article 38 must be satisfied before consideration is given to hiring new employees from outside the bargaining unit.**
- D. When it is necessary that fixed scheduled day(s) of work in the basic workweek for a duty assignment be permanently changed, the affected assignment(s) shall be reposted.
- E. The determination of what constitutes a sufficient change of duties or principal assignment area to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.
- F. No assignment will be **reposted** because of a change in starting time unless the change exceeds one (1) hour. Whether to **repost** or not is negotiable at the local level, **if the change** exceeds one (1) hour. If during the life of this Agreement, there are cumulative changes in the starting time **that** exceeds one (1) hour, unless otherwise negotiated locally, the assignment must be reposted.

G. The following applies:

- (1) The duty assignment of a full-time bargaining unit employee detailed to a non-bargaining position **in excess of one (1) year** shall be declared vacant and shall be posted in accordance with this Article. Upon return to the bargaining unit after being detailed for one year or more, the employee will become an unassigned regular **employee**. An employee temporarily detailed to a non-bargaining unit position will not be returned to the bargaining unit solely to prevent the employee's assignment from being posted for bid. PS Form 1723, *Assignment Order*, shall be used in detailing bargaining unit employees to temporary non-bargaining unit positions. The Employer will provide the Union at the local level with a copy of PS Form(s) 1723 showing the beginning and ending of such details.
- (2) The duty assignment of an employee detailed to a non-bargaining unit position for more than **ninety (90) days** will be filled in accordance with Article 25.

Section 38.02. Place of Posting

The notice inviting bids for an assignment shall be posted on official bulletin boards at **all Centers** where employees work to **ensure** that **the notice** comes to the attention of all employees eligible to submit bids. Copies of the notice shall be given to the Union. When an absent employee has so requested in writing, stating a mailing **or email** address, a copy of any notice inviting bids shall be mailed **or emailed** to the employee by the Management Designee in each Center.

Section 38.03. Length of Posting

The notices shall remain posted for ten (10) calendar days.

Section 38.04. Information on Notices

Notices shall include the following information, specifically stated:

- A. The duty assignment by position title and occupation code.
- B. Grade.
- C. Hours of duty (beginning and ending).
- D. The principal assignment area (e.g., functional assignment area, section, and/or location of activity).
- E. Qualification standards.
- F. Physical requirement unusual to the specific assignment.
- G. Invitation to employees to submit bids.
- H. The fixed or rotating schedule of days of work, as appropriate.
- I. **Voluntary reassignment requirement. (See MOU “Identification of Positions Requiring Voluntary Reassignment.” Page 148)**

Section 38.05. Bidding Procedures

All eligible employees shall have the opportunity to bid on vacancy announcements. All bids will be submitted in accordance with the instructions listed on the vacancy announcements. An employee who has submitted a bid shall have the right to withdraw in writing, any time before the closing date. Such withdrawal, to be effective, shall be dated.

Section 38.06. Successful Bidder

- A. Within ten (10) days after the closing date for the posting, the Management Designee in each Center shall post a notice stating the successful bidder and seniority date. The senior qualified bidder meeting the qualification standards established for the position shall be designated the “successful bidder.”
- B. The successful bidder must be placed in the new assignment within twenty-one (21) days. The local agreement may set a shorter period.
- C. When the duty assignment requires special qualifications, and the senior bidder is qualified on these special qualifications, the senior bidder **will be assigned** in compliance with **item B**, above. If there is a question that the senior bidder does not possess these special qualifications when the posting period is closed, permanent filling of the assignment shall be deferred until the senior bidder has an opportunity for a period not to exceed thirty (30) days, to prove possession of the special qualifications.
- D. **Normally**, the successful bidder shall work the duty assignment as posted.

Section 38.07. Unassigned Regulars

An unassigned full-time regular employee should bid on duty assignments posted for bid for which the employee is qualified. If the employee does not bid or is the unsuccessful bidder, such employee shall be assigned in any residual assignment. The employee's preference will be honored if there is more than one assignment available for which he/she is qualified.

ARTICLE 39
VOLUNTARY TRANSFERS

An employee whose **voluntary reassignment** is approved will be allowed to use **up to** five (5) days of annual leave or five (5) days of leave without pay (LWOP) for purposes of a **voluntary reassignment**. However, employees voluntarily **reassigning** under this provision shall be solely responsible for all travel, transportation, relocation, and other expenses incurred pursuant to the **voluntary reassignment**.

*(See **MOU** “Voluntary Transfers,” page **124**.)*

ARTICLE 40
INVOLUNTARY REASSIGNMENTS

Section 40.01. Primary Principles of Involuntary Reassignments

- A. In effecting involuntary reassignments, dislocation and inconvenience to employees in the bargaining unit shall be kept to a minimum, consistent with the needs of the service. Involuntary reassignments shall be made in accordance with this Article.
- B. The Employer will meet with the Union at the national level at least one hundred and twenty (120) days in advance of the implementation of a plan to involuntarily reassign employees to another Center. The Employer will meet with the Union at the national level to fully advise the Union how it intends to implement the plan. If the Union believes that the Employer has violated the procedures for involuntary reassignment set forth herein, the Union may grieve the matter at Step 3 of Article 15 within fourteen (14) days of said national level meeting.
- C. When, at the same time, five percent (5%) or more full-time bargaining unit employees are excessed out of a Center, the Union at the national level may request a comparative work hour report of the losing Center sixty (60) days after the excessing of such employees. If a review of the work hour report does not substantiate that business conditions warranted the action taken, such employees shall **have their retreat rights** activated. If the retreat rights **are** denied, the employees have the right to the grievance-arbitration procedure (Section 2).
- D. Retreat rights shall be defined as an employee's right to reassignment to a position in the same occupation code in the Center and/or functional area from which the employee was involuntarily reassigned.

- E. To minimize the impact on employees in the regular workforce, the Employer agrees to separate, to the extent possible, casual employees working in the affected Center and/or functional area **before** excessing any employees out of the **functional area**. The junior full-time employee who is being excessed has the option of reverting to part-time status or of being reassigned to the gaining Center.
- F. To minimize the impact on full-time employees, the Employer shall, to the extent possible, reduce part-time employees' hours **in the** functional area as appropriate.
- G. The National Labor-Management Committee established pursuant to Article 17 shall meet to resolve any problems arising under this Article. When employees covered by this Agreement are reassigned to other bargaining units, their original date of appointment in the regular workforce shall be used **for the purpose of** computing job security clause protection in the gaining bargaining unit.
- H. The appropriate Vice President shall give full consideration to withholding sufficient bargaining unit positions within a gaining Center for bargaining unit employees who may be involuntarily reassigned.
- I. Except as otherwise provided by law, no employee shall be allowed to displace, or "bump" another employee properly holding a position or duty assignment.
- J. Employees involuntarily reassigned from one Center to another shall be given not less than ninety (90) days advance notice, if possible, and shall receive mileage, per diem, and reimbursement for **moving** household goods as set forth in Handbook F-12, *Relocation Policy*.

- K. In this Agreement, whenever provisions are made for involuntary reassignments, it is understood that any employee involuntarily reassigned must meet the qualification standards of the position to which reassigned.

Section 40.02. Involuntary Reassignment Procedures for Full-Time Employees

- A. Subject to Veterans' Preference regulations, all bargaining unit employees shall, to the maximum extent possible, be involuntarily reassigned to available positions in accordance with the following:
- (1) Excess bargaining unit employees shall be reassigned, to the extent possible, to available positions having the identical occupation code in the same Center or other Centers, or functional areas in the same Center or other Centers.
 - (2) Upon completion of the reassignments designated in paragraph 1 above, a bid process will be initiated within each Center for preferred assignments, tours, hours, days off, and for those positions specified in Article 37, Section 11, for which there are vacancies. This paragraph shall not be construed as a waiver of the 90-day detail requirement set forth in Article 40, Section 1.H, of this Agreement.
 - (3) Upon the completion of reassignments as referenced in the immediately preceding paragraph, the remaining excess bargaining unit employees shall be reassigned, to the extent possible, to available positions for which they are qualified at the same or lower level in the same Center or other Centers or functional areas in the same or other Centers.

- (4) When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior qualified, displaced employee.
- B. New or vacant positions in a gaining functional area or Center which are not filled through the reassignment procedures referenced in Section 2.A.1-4 of this Article shall be posted once for competitive application. The best qualified applicant shall be selected in accordance with the procedures set forth in Article 33 of this Agreement.
 - C. Residual vacancies created as a consequence of the competitive application procedure outlined in Section 2.B of this Article shall be posted once for bid and/or competitive application in accordance with the terms of this Agreement.
 - D. After exercising the procedures set forth in Section 2.A-C of this Article, the Employer may then reassign those remaining unassigned bargaining unit employees to any available position for which the employee is qualified within the same Center or other Centers. The employee's preference will be honored if there is more than one assignment available for which he/she is qualified.
 - E. A full-time bargaining unit employee shall have the option of changing to part-time status in the same position in lieu of involuntary reassignment.
 - F. Should a discontinued, consolidated, or transferred Center or functional area be reactivated within one **(1)** year, bargaining unit employees involuntarily reassigned shall have their retreat rights activated. Failure to bid or apply for the first available vacancy in the employee's former occupation code will end such retreat right.

(See **MOU** “*Involuntary Reassignments Within a Center,*” page 125)

Section 40.03. Involuntary Reassignment Procedures for Part-Time Employees

- A. Subject to Veterans’ Preference regulations, when there are excess part-time employees in positions, the excess junior part-time employee shall be reassigned to another position in the same Center, or if no such positions are available, to the same or another position in another Center.
- B. A senior part-time employee in the same position in the same Center may elect to be reassigned to another Center in the same or another position and take the seniority of the senior excess part-time employee being reassigned, as set forth in A above.
- C. The Employer will designate, after the National Labor-Management meeting, vacancies at Centers in which excess part-time employees may request to be reassigned, beginning with vacancies in other positions in the same Center; then vacancies in the same position in other Centers; and, finally, vacancies in other positions in other Centers, making the designations to minimize relocation hardships to the extent practicable.
- D. Part-time employees reassigned to another position in the same Center shall be returned to the first part-time vacancy within the position and grade from which reassigned.
- E. Part-time employees reassigned to other Centers have retreat rights to the next such vacancy according to their standing in their position on the part-time roll in the losing Center, but such retreat rights do not extend to part-time employees who elected to request reassignment in place of the junior part-time employee.

- F. The right to return is dependent upon a written request made at the time of reassignment from the losing Center, and such request shall be honored unless it is withdrawn or an opportunity to return is declined.

Section 40.04. Reassignment to Bargaining-Unit Positions in Other Postal Installations

- A. Subject to Veterans' Preference regulations, employees may be reassigned to bargaining unit positions in other **Postal Service** installations governed by the APWU National Agreement within the employee's commuting area in lieu of involuntary reassignment to another Center. Such reassignment will take into **consideration** the employee's qualifications, installation preference, and Center seniority. Such reassignments of full-time bargaining unit employees shall be to full-time bargaining unit positions at the same or lower salary rate for which the employee is qualified. In those instances where reassignment is to a lower salaried position, the employee will be provided a protected rate from the date of reassignment.
- B. Subject to Veterans' Preference regulations, the Employer may also make reassignments to positions in other bargaining units consistent with appropriate regulations and the terms and conditions of current collective bargaining agreements governing those positions. Such reassignments will take into **consideration** the employee's qualifications, installation preference, and Center seniority.

In those instances where reassignment is to a lower salaried position, the employee will be provided a protected rate from the date of reassignment.

Section 40.05. Grade Retention for Reassignments to Center Positions

An employee involuntarily changed to another position of a lower grade shall retain the grade and salary of the position from which changed and be eligible for any in-grade salary increases for which otherwise eligible. The employee will continue to maintain the original grade until such time as he/she fails to bid or apply for reassignment in an established position in the former grade or to any position in a grade between that of the former grade and the established grade for the new position within the same Center, so long as accepting the vacant position does not result in any loss in the present salary.

The Center shall notify said employee of any such vacant position for which it is determined that the employee is or may be qualified. Failure to qualify for the position shall not result in loss of saved grade.

Section 40.06. Reassignments from APWU Bargaining Positions in Other USPS Installations

Surplus/excess U.S. Postal Service APWU bargaining unit employees from any **Postal Service** installation may be involuntarily reassigned to residual Center bargaining unit positions. Any employee who is involuntarily reassigned must meet the qualifications for the residual vacancy. Such employees shall begin a new period of seniority but will retain their full-time or part-time category status.

ARTICLE 41
POLICY ON TELEPHONES

The parties recognize that telephones are for official Postal Service business. However, the Employer at the local level shall establish a policy for the use of telephones by designated Union representatives for legitimate business related to the administration of the Agreement, subject to sound business judgment and practices.

ARTICLE 42
SEPARABILITY AND DURATION

Section 42.01. Separability

Should any part of this Agreement or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement, and they shall remain in full force and effect.

Section 42.02. Duration

This Agreement shall be effective upon the date of execution, except where otherwise noted, and shall remain in full force and effect from **May 17, 2022**, to and including 12 midnight **May 17, 2025**, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than **ninety (90)** or more than **one hundred and twenty (120)** days before the expiration date of the Agreement.

(signed) _____
Doug A. Tulino
Vice President
Labor Relations
United States Postal Service

(signed) _____
Mark Dimondstein
President
American Postal Workers
Union, AFL-CIO

Dated: **May 23, 2022**

**MEMORANDUMS OF UNDERSTANDING
AND
LETTERS OF INTENT**

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

Re: Transfer of Work

When bargaining unit work is transferred from the Centers to other **Postal Service** facilities, and if new positions are created at the gaining facility as a result of the transfer of work, any newly created positions will be offered first to qualified full-time Center employees who were excessed as a result of the transfer of work and who voluntarily desire to transfer to the gaining facility.

Establishment of seniority rights of an employee accepting such voluntary reassignment will be governed by the provisions of any applicable collective bargaining agreement at the gaining facility.

Recognizing that separate bargaining units are involved, the parties agree that this **Memorandum of Understanding** supersedes anything in any collective bargaining agreement negotiated between the Employer and the **American Postal Workers** Union that could prohibit Center employees from being assigned to bargaining unit positions in another bargaining unit as set forth herein.

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

Re: Deaf and Hard of Hearing

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

Management's Responsibility

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

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

A reasonable accommodation must be approached on a highly individual, case-by-case basis. The individual's input must be considered **before** making a decision regarding accommodation.

IMPLEMENTATION

This obligation is met by selecting an appropriate resource from the variety of resources available.

- A.** In selecting a resource, the following, among others, should be considered, as appropriate:
 - (1)** The ability of the deaf or hard-of-hearing employee to understand various methods of communication and the ability of others to understand the deaf or hard-of-hearing employee.
 - (2)** The importance of the situation as it relates to work requirements, job rights, and benefits.
 - (3)** The availability and cost of the alternative resources under consideration.
 - (4)** Whether the situation requires confidentiality.
- B.** Available resources which should be considered include:
 - (1)** Management Designees are authorized to pay for certified interpreters. Every effort will be made to provide certified interpreters when deemed necessary by an application of the principles set forth herein.
 - (2)** In some states, the Division of Vocational Rehabilitation (DVR) provides interpreters at no charge. When a decision is made that an interpreter is the appropriate accommodation, and a DVR interpreter is not available, other methods of securing an interpreter should be used.
 - (3)** Volunteer interpreters or individuals skilled in signing may be obtained from the workforce or from the community. The skill level of such persons should be considered.

- (4) In some situations, written communications may be appropriate. The deaf or hard-of-hearing employee's ability to understand written communications should be considered.
 - (5) Supervisors, training specialists, EAP, and EEO counselors may be trained in sign language.
 - (6) Deaf or hard-of-hearing applicants should **normally** be scheduled for a specific examination time when an interpreter will be available.
 - (7) State or federal relay services may provide a way for a deaf or hard-of-hearing employee to conduct **Postal Service** business by telephone with other employees and customers.
- C. Management will provide the following assistance for deaf and/or hard-of-hearing employees:
- (1) All films or videotapes designed for the training or instruction of regular workforce employees developed on or after October 1, 1987, shall be opened or closed captioned. To the extent practicable, existing films or videotapes developed nationally that will continue to be used by deaf or hard-of-hearing employees with some frequency, will be opened or closed captioned.
 - (2) Special telecommunications devices for the deaf will be installed in all **Postal Service** installations employing deaf employees in the regular workforce. Special telecommunications devices or telephone volume-control devices will be installed for hard-of-hearing employees whenever a hard-of-hearing employee needs a reasonable accommodation to communicate by phone. These devices will be available to deaf and/or hard-of-hearing employees for official business and in the case of personal emergencies. As appropriate, management will provide training to staff on the use of these special telecommunications devices.

D. Labor-Management Committee Meeting

Discussion of problem areas regarding **the following are appropriate matters for consideration at Joint Labor-Management meetings:**

- (1) Use of certified sign interpreters;
- (2) Enhancement of job opportunities for the deaf and hard-of-hearing;
- (3) Type of special telecommunications devices or volume-control devices to be installed;
- (4) Installation of visual alarms or other systems, such as tactile devices at other-than-new **Postal Service** installations; and,
- (5) The availability of new technologies which may help deaf and hard-of-hearing employees perform a variety of tasks.

Discussion of such matters at Labor-Management meetings is not a prerequisite to the filing or processing of a grievance.

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

Re: Conversion to Full-Time Status

Where a part-time flexible **employee** has performed duties within his/her grade and occupational group within a Center at least **forty (40)** hours a week (8 within 9), five (5) days a week, over a period of six (6) months, the senior part-time flexible **employee** in that grade and occupational group shall be converted to full-time status.

It is further understood that part-time flexible **employees** converted to full-time under this criteria will have flexible reporting times, flexible non-scheduled days, and flexible reporting locations within the Centers, depending upon operational requirements as established on the preceding Wednesday.

LETTER OF INTENT

Re: Maximization

This letter memorandum sets forth **the Employer's and Union's** mutual intent regarding the attached **Memorandum of Understanding** relating to maximization:

1. The initial **six (6)** month measuring period will begin on May 1, 1982, and end on September 31, 1982. Conversions based upon this initial period shall be completed within sixty (60) days. This conversion process shall not interfere with or delay conversions which would otherwise be implemented pursuant to the existing Agreement. Henceforth, the six (6) month measuring periods will be monitored on a continuing basis, and conversions required shall be implemented promptly.
2. Conversions required pursuant to this Memorandum of Understanding shall be in addition to (but not duplicative of) conversions that may be required pursuant to existing provisions of the Agreement. The criteria established by this **Memorandum of Understanding** are supplementary to, not in limitation or diminishment of, existing criteria in this Agreement.
3. Subject to operational requirements, the intent of the parties is to avoid unnecessary disruptions in existing patterns of reporting times, non-scheduled days, and reporting locations for those PTF's converted pursuant to these criteria, to the extent the duties of the position converted are consistent with those performed by the PTF during the measuring period.
4. Employees converted to full-time positions pursuant to this **Memorandum of Understanding** may bid on assignments posted for bid in the same grade and occupational code and shall be full-time regular employees under this Agreement.

5. In those Centers where conversions have been made under this **Memorandum of Understanding**, and there are subsequent reversions or excessing, any reductions in full-time employees' positions shall be from among those position(s) converted pursuant to this **Memorandum of Understanding** in the same grade and occupational code until they are exhausted.
6. The parties at the national level will review and resolve any problems relating to the initial period of implementation, in accordance with their mutually expressed intentions. Accordingly, grievances filed at the local level relating to the initial period of implementation shall be stayed without prejudice to either party, and the time limits deemed extended by mutual consent, in order to permit review at the national level. Upon such review, questions of fact may be referred to the normal grievance machinery.

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

Re: Part-Time Flexible Court Leave

1. Effective September 26, 1987, part-time flexible bargaining unit employees who have completed their probationary period shall be eligible for court leave as defined in *Employee and Labor Relations Manual* Part 516.1 and Part 516.31.
2. Appropriate provisions of the applicable handbooks and manuals shall be amended to carry out these changes consistent with the principles expressed in paragraphs 3, 4, and 5 below. The handbooks and manuals, including Part 516 of the *Employee and Labor Relations Manual*, shall be amended pursuant to Article 19, except that the sixty (60) day notice of such changes shall be waived.
3. A part-time flexible bargaining unit employee will be eligible for court leave if the employee would otherwise have been in a work status or annual leave status. If there is a question concerning the status, the part-time flexible bargaining unit employee will be eligible if the employee was in a work status or annual-leave status on any day during the pay period immediately preceding the period of court leave.
4. If eligibility is established under paragraph 3, the specific amount of court leave for an eligible part-time flexible employee shall be determined on a daily basis as set forth below:
 - a. If previously scheduled, the number of straight-time hours the Employer scheduled the part-time flexible bargaining unit employee to work.

- b. If not previously scheduled, the number of hours the part-time flexible bargaining unit employee worked on the same service day during the service week immediately preceding the period of court leave.
 - c. If not previously scheduled and if no work was performed on the same day in the service week immediately preceding the period of court leave, the guarantee as provided in Article 8, Section 8, of this Agreement, provided the part-time flexible **employee** would otherwise have been requested or scheduled to work on the day for which court leave is requested.
5. The amount of court leave for part-time flexible bargaining unit employees shall not exceed eight (8) hours in a service day or **forty (40)** hours in a service week.

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

Re: Leave Sharing

The Employer will continue a Leave Sharing Program during the term of the 2022 Agreement under which career employees will be able to donate annual leave from their earned annual leave account to another career employee within the Centers.

In addition, career **Postal Service** employees may donate annual leave to other family members who are career **Postal Service** employees without restriction as to geographic location. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2. Single donations must be of eight (8) or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation.

Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated and employees may not donate leave to their immediate supervisors.

To be eligible to receive donated leave, a career employee **must:**

- (a) **Be** incapacitated for available **Postal Service** duties due to serious personal health conditions;
- (b) **Be** known or expected to miss at least **forty (40)** more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover; and,

- (c) **H**ave his or her absence approved pursuant to standard attendance policies.

Donated leave may be used to cover the **forty (40)** hours of LWOP required to be eligible for leave sharing.

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

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

At separation, any remaining donated leave balance will be paid in a lump sum.

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

Re: Annual Leave Exchange Option

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

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

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

**Re: Role of Inspection Service in Labor Relations
Matters**

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

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

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

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

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

Re: Career Development

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

1. On an annual basis, if requested by the employee, **management** will meet with the employee and discuss the employee's goals and objectives, as well as those of the **Postal Service**. This discussion will include an appraisal of the employee's progress and any suggestions as to how career advancement could be improved. These discussions shall be a private matter between **management** and the employee and shall neither be grievable nor used for discipline.
2. DCS-23 Technical Training Specialists will work with individual IT employees to establish educational, training, or mentoring plans. The Technical Training Specialists will be responsible for tracking individual employee educational, training, or mentoring progress. IT will continue to use the automated IT training application on the ServiceNow Platform.
3. **Accounting Services** employees must request and obtain approval **before** registering for coursework. Employees will be allowed the opportunity to obtain tuition reimbursement upon successful completion of approved professional seminars, non-postal coursework, and USPS training classes relevant to positions in the IT/AS Centers. Employees are limited to

a maximum of **\$3,000** per fiscal year per employee, and reimbursement is subject to the satisfactory completion of the training.

- 4. Information Technology employees must request and obtain approval prior to registering for coursework. Employees will be allowed the opportunity to obtain tuition reimbursement upon successful completion of approved professional seminars, non-postal coursework, and Employer training classes relevant to positions in the IT/AS Centers. Employees are limited to a maximum of \$5,000 per fiscal year, per employee, and reimbursement is subject to the satisfactory completion of the training. Any employee utilizing the \$5,000 shall sign and submit a Continued Service Agreement (CSA) prior to enrollment. Exceptions to exceed the maximum amount may be made upon advance approval of the parties.**
- 5. Employees in the IT/AS Centers will use a common Individual Development (IDP) Form to document any employee requested yearly career/training discussions within the Accounting Service Centers (ASC) and IT organizations.**
- 6. The Employer's payment for training or development is contingent on the employee completing a one (1) year commitment period within the Postal Service. If the employee separates from the Postal Service prior to either completing the training or completing one (1) year, the employee will be required to reimburse the Postal Service in full for expenses incurred in connection with the employee's training. The commitment period begins immediately upon completion of the training.**

- 7. The MOU refers to voluntary, external training which has been requested by the employee for career development. The employee must obtain approval from his or her manager before enrolling in the course and may request tuition reimbursement upon successfully completing the course.**

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

Item 3 of this Memorandum of Understanding expires with the expiration of the 2022 National Agreement.

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

Re: Information Technology Career Development

The Employer recognizes the desirability of advancing the career development of employees assigned to the Chief Information Officer (CIO) group. Accordingly, assistance to enable employees to reach their potential shall be provided as follows:

- 1. On an annual basis, if requested by the employee, management will meet with the employee to discuss the employee's career goals and objectives, as well as those of the Postal Service. This discussion will include an appraisal of the employee's progress and any suggestions as to how career advancement could be improved. These discussions shall be a private matter between management and the employee and shall neither be grievable nor used for discipline.**
- 2. Employees will use the Individual Development Plan (IDP) Form in HERO to document an employee's requested yearly career/training discussions. If a training request is denied, management will communicate to the employee the reason for the denial and provide documents to the employee for reference.**
- 3. DCS-23 Technical Training Specialists will work with individual IT employees to establish educational, training, or mentoring plans. The Technical Training Specialists will be responsible for tracking individual employee's educational, training, or mentoring progress. IT will continue to use the automated IT training application on the ServiceNow Platform.**

- 4. Employees must request and obtain approval prior to enrolling in a training course, and the Employer will pay the cost for approved courses directly to the course provider.**
- 5. Employees must successfully complete the training course and provide proof of satisfactory completion to the Technical Training Specialist via email within two (2) weeks of the course end date. Proof of satisfactory course completion may include proof of receipt of a final grade of C or higher and/or certification of completion and attendance. For graded courses, employees must receive a final grade of C or higher. Section 744.1 of the *Employee and Labor Relations Manual (ELM)* states “A grade of B or higher, or a grade of pass in a pass/fail course, is required for all courses.” For purposes of this MOU *only*, employees must have a final grade of C or higher and must pass in a pass/fail course.**
- 6. Employees are limited to a maximum of \$5,000 per fiscal year, per employee. Any employee utilizing the \$5,000 shall sign and submit a Continued Service Agreement (CSA). In accordance with Section 744 of the ELM, employees who complete more than five (5) external training courses within three (3) consecutive years will be considered working towards completing an academic degree and will be required to complete a CSA if the total expenditure for the training is \$5,000 or more.**
- 7. In compliance with Section 744.3 of the ELM, employees utilizing a total of \$5,000 for training or development per fiscal year must complete a one (1) year commitment period within the Postal Service.**

- 8. The commitment period begins immediately upon completion of the training.**
- 9. An employee may be required to reimburse the Postal Service for expenses incurred in connection with a training program if any one of the following occurs:**
 - a. The employee fails to enroll in the approved training or fails to complete the training successfully (ELM 744.41).**
 - b. The employee fails to receive a final grade of C or higher.**
 - c. The employee fails to provide documentation of successful completion of the training. Documentation includes the employee's training certification and grade reports.**
 - d. The employee voluntarily separates from the Postal Service for any reason other than non-career military service (including, but not limited to, regular retirement or involuntary termination) before completing the training or the one (1) year commitment period (ELM 744.41).**
- 10. This MOU refers to voluntary, external training that has been requested by the employee for career development.**

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

This Memorandum of Understanding expires with the expiration of the 2022 National Agreement.

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

Re: Bargaining-Unit Information

Pursuant to the provisions of Article 31 of the Agreement the Employer shall, **biweekly**, provide the Union with the following information on each employee in the Centers bargaining unit:

- | | |
|--------------------------------|--------------------------|
| 1. EIN | 19. Post Office CAG |
| 2. Last Name | 20. Rate Schedule |
| 3. First Name (Full) | 21. Nature of Action |
| 4. Middle Initial | 22. Effective Date |
| 5. Address | 23. Pay Grade |
| 6. City | 24. Pay Step |
| 7. State | 25. Health Benefit Plan |
| 8. ZIP Code | 26. Designation Activity |
| 9. Post Office Name | 27. Enter on Duty Date |
| 10. Post Office State | 28. Retire on Date |
| 11. Post Office Zip | 29. Occupation Code |
| 12. P.O. Finance Number | 30. Pay Location |
| 13. Layoff Protection Date | 31. Life Insurance Code |
| 14. Next Pay Step | 32. Handicap Code |
| 15. Retire/FICA Code | 33. TSP Status Code |
| 16. Gender
Amount | 34. TSP Deduction |
| 17. Veterans Preference Code | 35. TSP Percentage |
| 18. Date of Birth | |

The Employer will provide the Union with the information above without charge.

LETTER OF INTENT

Re: Functional Area

As agreed upon during the course of negotiations, the parties concur that “functional area” and “**functional assignment areas**” are defined as follows:

Functional Area: A functional area is an established work location within a Center or Service Center, Branch, Section, or group within a Center where like or similar functions are performed, as determined by the employer.

Functional Assignment Areas: The definition of “Functional Assignment Areas,” as further defined by the parties, appears in Article 37 of this Agreement. It is recognized that changes to the functional areas may affect functional assignment areas or affect the computation of the length of service in a functional assignment area. Within thirty (30) days of notification of changes to the functional areas, the affected local Union, at its option, may request a fourteen (14) day period of local implementation to re-negotiate functional assignment areas.

Any impasse items may be submitted to Step 3 of the grievance-arbitration procedure within ten (10) days of the close of negotiations.

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

Re: Voluntary Transfers

The parties agree that the policy and guidelines on "Requests for Voluntary Transfer/Reassignment" as set forth in the Postmaster General's April 6, 1979, memorandum will remain in effect during the life of this Agreement for voluntary transfers or reassignments within this bargaining unit.

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

Re: Involuntary Reassignments within a Center

The parties agree that upon the effective date of this Agreement and continuing only until the date of its expiration, the following provisions will apply to involuntary reassignments of full-time bargaining unit employees within a Center. The procedures expressed in this **Memorandum of Understanding** shall not be in conflict with the provisions of Article 40 of this Agreement and are subject to the Veterans' Preference regulations.

Full-time bargaining unit employees excess to the needs of a functional assignment area shall be reassigned within that Center, by **using** the following steps:

- A. When it is determined that employees are to be excessed from a functional assignment area, those employees will be excessed by juniority within the affected occupation code.
- B. Those excess employees shall then be reassigned to available positions having the identical occupation code beginning with the senior excessed employee.
- C. Upon completion of the reassignments designated above, a bid process will be initiated for preferred duty assignments, pursuant to the provisions of Article 38.
- D. At the Employer's option, the remaining excessed employees shall then be reassigned, to the extent possible, in accordance with the following:

To an on-the-job and/or off-site training opportunity, for up to a sixty (60) day period, to qualify for positions available at the same or lower level outside the employee's occupation code. Such training shall be offered to employees **based** on seniority or to positions available for which they are presently qualified, at the same or lower level. First choice of duty assignments shall go to the senior qualified excessed employees. **A new or vacant position(s) in a functional assignment area that is not filled through the reassignment procedures referenced above shall be posted once for competitive application.**

- E. A reassigned employee retains the right, for a period of one (1) year from the date excessed, to retreat to the functional assignment area from which excessed only upon the occurrence of the first residual vacancy in the same occupation code, after the employees in that functional assignment area have completed the bidding process. Failure to bid for the first available vacancy will end such retreat right.

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

Re: Information Technology Contractors

The parties agree that it will be necessary for Information Technology (IT) to use contractor personnel within the four (4) IT Centers. However, the Employer acknowledges the need to mentor and train bargaining unit employees in the use of new systems and systems language as it relates to various current and future development projects within the IT Centers.

In furtherance of these objectives, the Employer will utilize bargaining unit programmers on development projects consistent with business needs.

The parties agree as follows:

1. The total number of contractors performing bargaining unit IT work within the existing centers will not exceed 15 percent (15%) of the total authorized bargaining unit complement.
2. The Employer will provide the Union with tracking reports every four-week reporting period containing the information needed to monitor compliance with the terms of this MOU.
3. Issues that arise regarding this MOU may be discussed during the national Labor-Management meeting.

*(See MOU "**New Developer/Programmer Positions**,"
page 132.)*

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

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

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

- a. A full-time or part-time regular career employee is limited to:
 1. For bone marrow, up to 7 days;
 2. For stem cells, up to 7 days;
 3. For blood platelets, up to 7 days; and,
 4. For organs, up to 30 days.
- b. A part-time flexible employee may be granted leave up to the limits set forth above. The amount of leave that may be granted will be based on the employee's average daily work hours in the preceding **twenty-six (26)** weeks, but not to exceed eight (8) hours per day.

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

Re: Bereavement Leave

IT/AS represented employees may use a total of up to three (3) workdays of annual leave, sick leave, or leave without pay to make arrangements necessitated by the death of a family member or to attend the funeral of a family member. Authorization of leave beyond three (3) workdays is subject to the conditions and requirements of Article 10 of the National Agreement, Subchapter 510 of the *Employee and Labor Relations Manual*, and the applicable local **Memorandum of Understanding** provisions.

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

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

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

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

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

Re: Article 21.01 Health Benefits

The method for determining the Employer biweekly contributions to the cost of employee health insurance for those IT/AS APWU career employees enrolled in the APWU Health Plan Consumer Driven Self, Consumer Driven Self Plus One, or Consumer Driven Family options (FEHBP Codes 474, 475, and 476) shall be as follows:

- A. The biweekly Employer contribution for APWU Health Plan Consumer Driven Self option, Consumer Driven Self Plus One option, or Consumer Driven Family option will be **ninety-five percent (95%)** of the total premium, subject to the conditions in **paragraphs B. and C.**
- B. The limitation upon the Employer's contribution toward the APWU Health Plan Consumer Driven Self, Consumer Driven Self Plus One, and Consumer Driven Family options shall be 79 percent (79%) of the weighted average biweekly premiums under the FEHBP as determined by the Office of Personnel Management **for January 2023, January 2024, January 2025, and January 2026.**
- C. Employees will receive the above Employer contribution in the APWU Health Plan Consumer Driven Self, Consumer Driven Self Plus One, or Consumer Driven Family plans only after those employees are first enrolled in a FEHBP plan for a period of one (1) full year. Otherwise, the Employer contribution for these **employees who may choose to enroll in the APWU Health Plan Consumer Driven Self, Consumer Driven Self Plus One, or Consumer Driven Family plans shall be the same as the contribution for other plans under this Agreement**

- D. The Employer contribution for the APWU High Self, High Self Plus One, and High Family plan options (FEHBP Codes 471, 472, and 473) will be the lesser of:
1. The Employer share of the OPM weighted average biweekly premium in a given plan year, as provided in Article 21.01.B; or
 2. 84.5 percent (**84.5%**) of the total premium for the APWU High plan options.

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

Re: New Developer/Programmer Positions

The Postal Service agrees to post, as soon as practicable but no later than the expiration of the 2022 – 2025 IT/AS National Agreement, a cumulative total of fifty (50) developer/programmer positions. The addition of the fifty (50) developer/programmer positions raises the authorized complement to 481 for the term of the 2022 – 2025 Agreement.

Management will determine the distribution of the positions among the individual occupation codes, the grade levels (19-21-23) of the positions, and the finance numbers to which the positions will be assigned.

The developer/programmer positions will be in the following Occupation Codes:

- a. Computer Systems Developer, Sr., Grade 23 (2210-0196).
- b. Computer Systems Analyst/Programmer, Grade 21 (0334-0142 and 2210-0195)
- c. Computer Analyst/Programmer Associate, Grade 19 (2210-0194).

Should any issues and/or questions arise concerning the Postal Service's compliance or ability to comply with the terms of this MOU, the parties agree that no local grievances shall be filed; instead, the issues and/or questions shall be referred to the parties' national representatives, and the parties shall meet and discuss continued implementation at the national level. This agreement does not preclude either party from initiating

a dispute at the national level after all reasonable efforts have been exhausted to resolve the issues/implementation of this MOU.

This MOU serves the sole purpose of memorializing the parties' agreement to post the aforementioned positions, and it shall expire at the conclusion of the 2022-2025 IT/AS National Agreement.

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

Re: New Grade 18 IT Service Desk Lead Specialist Positions

The Postal Service agrees to post, as soon as practicable, but by no later than the expiration of the 2022-2025 IT/AS National Agreement, a cumulative total of five (5) Grade 18 IT Service Desk Lead Specialist (Occ Code 0336-3009) positions. The addition of the five (5) Grade 18 IT Service Desk Lead Specialist positions raises the authorized complement to 29 for the term of the 2022-2025 Agreement.

Management will determine to which finance numbers the positions will be assigned.

Should any issues and/or questions arise concerning the Postal Service's compliance or ability to comply with the terms of this MOU, the parties agree that no local grievances shall be filed; instead, the issues and/or questions shall be referred to the parties' national representatives, and the parties shall meet and discuss continued implementation at the national level.

This agreement does not preclude either party from initiating a dispute at the national level after all reasonable efforts have been exhausted to resolve the issues/implementation of this MOU.

The MOU serves the sole purpose of memorializing the parties' agreement to post the aforementioned positions, and it shall expire at the conclusion of the 2022-2025 IT/AS National Agreement.

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

Re: Career Ladders

Quality Assurance and Control Analyst (1910-0018), DCS-16 employees will be promoted to Quality Assurance and Control Analyst, Sr. (1910-0019), DCS-18 upon two (2) years of satisfactory performance. Once implemented, all vacant Quality Assurance and Control Analyst, Sr. DCS-18 positions will be posted as Quality Assurance and Control Analyst DCS-16 positions.

Accounting Technician (0544-0009), DCS-13 employees will be promoted to an Accounting Specialist, DCS-15 upon two (2) years of satisfactory performance. Employees currently in Accounting Specialist (P) (0544-0007), DCS-14 positions will be upgraded to DCS-15 Accounting Specialist (P). All vacant DCS-15 Accounting Specialist (P) positions will be posted as Accounting Technician DCS-13 positions. *(This career ladder applies only to positions in the Eagan Payroll Branch.)*

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

Re: Technology Applications – Incidental Annual Leave and Choice Vacation for Programmers

The parties agree to establish a selection process for incidental annual leave and choice vacation for the programmers in the Chief Information Officer (CIO) group. The procedures in this MOU will apply to all Programmers and supplant those provisions of Article 30 addressing incidental annual leave and choice vacation percentage allowances based on teams.

The parties agree as follows:

- a. Programmers will submit their request for incidental annual leave and choice vacation to the team manager or designee.**
- b. A leave calendar of available dates will be posted on a shared team site and will be accessible by all team members under each Postal Career Executive Service (PCES) manager.**
- c. Leave will be determined by seniority within each team/pay location to ensure that management is able to maintain sufficient coverage to support applications.**
- d. The number of employees from each team/pay location who may be off on annual leave at any given time will be up to twenty-five (25) percent per team.**
- e. The choice vacation period shall be the leave year.**

- f. If an emergency occurs where planned coverage becomes unavailable (e.g., emergency extended sick leave), management retains the ability to cancel leave to ensure business continuity. Management will only cancel leave when no other alternative is available. If a management-declared emergency develops that prevents taking leave as bid, the employee may designate an alternative vacation period(s) of an equal or fewer number of days as the cancelled request. The alternative period(s) may include adding the lost vacation time onto the front or end of the subject choice vacation period, as appropriate. Based upon availability, management will approve the alternative period(s).**

All other provisions of Article 10 that are not addressed in this MOU will apply.

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

Re: Skills Repository for Programmers

The purpose of this MOU is to provide for the creation of a database identifying the knowledge, skills, and program languages of the Programmers and Developers in the Technology Application Group. The database or "Skills Repository" will be used by the Employer to identify needed skills to support the continuity of operations and technical programs.

The Skills Repository will be accessible only by EAS personnel and the Technical Training Specialist (TTS) located in each Information Technology Center. The TTS will be responsible for inputting and maintaining the information in the Skills Repository.

Programmers and Developers will be encouraged, but not required, to participate in the Skills Repository. Programmers and Developers who participate in the Skills Repository will meet with the TTS and provide their computer language(s) and level of proficiency in each language.

The Skills Repository may not be used for promotions, disciplinary action, or to assign overtime. The Skills Repository may be used to assign special projects to meet an immediate need of the Employer.

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

Re: Information Technology – TACS/Timekeeping

The parties agree that the Technology Training Specialist (TTS), DCS-23, located in each Information Technology Center will be responsible for timekeeping entries in the Time and Attendance Collection System (TACS).

This Memorandum of Understanding expires with the expiration of the 2022 National Agreement.

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

Re: Voluntary 10/4 Work Schedules

The Parties agree to the following principles regarding voluntary 10/4 schedules:

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

Participating employees may at any time request in writing to be returned to their five (5) day, eight (8) hour bid assignment. The request must be made by Tuesday of **Week Two** of the pay period to be effective the beginning of the following pay period. Such employees will return to their five (5) day, eight (8) hour permanent bid assignment, and they will not be eligible to opt back into the program for three (3) months.

Employees do not maintain or assume a 10/4 **work** schedule while on detail assignments unless the detail assignment is posted showing that it is allowed, and the posting will identify any restrictions to a specific 10/4 off-day.

If a 10/4 work schedule becomes vacant or management proposes changes, including adding, reducing, or otherwise changing a 10/4 work schedule, such changes will be based on operational needs. Any proposed changes will be discussed with the local Union within fourteen (14) calendar days after the vacancy occurs or before a change is to be implemented to allow for input and discussion.

After meeting with the local Union, and if or when management decides to maintain a 10/4 work schedule, the 10/4 work schedule will be offered to those employees currently holding a 10/4 work schedule within the supervisory unit within ten (10) days of the decision to maintain the 10/4 work schedule. The schedule will be awarded by IT/AS seniority and will become effective within twenty-one (21) days. All vacated 10/4 work schedules will follow the same process as noted above. Any residual 10/4 work schedules after this process will remain open and available upon request.

Upon promotion, reassignment, or movement from one supervisory unit to another, if a 10/4 **work schedule** exists in the gaining unit, the employee may request the 10/4 schedule.

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

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

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

No overtime shall be paid to participating full-time career employees on a 10/4 **work** schedule for hours over eight (8) and **no more than** ten (10) on a regularly scheduled workday.

Except for the preceding sentence, all other existing overtime and penalty overtime rules apply to voluntary 10/4 participants.

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

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

Existing contractual **wording** with regard to Sunday premium, **work-hour** guarantees, flextime, and **higher-level** assignments apply to employees working voluntary 10/4 **work** schedules.

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

Re: Information Technology Timekeeping

The parties agree that Information Technology employees, Level 19 and above, will follow the below procedures when recording their time.

The 1261 indicator will be turned on for all employees, Level 19 and above. This will generate the four basic **clock** rings for the scheduled **workday**. **Employees will record their time on electronic timesheets. The time employees record on the electronic timesheet shall be an accurate representation of their four basic clock rings of hours worked.**

Employees will be required to swipe the clock for any deviation from the above, including the following:

- (1) When the employee comes in early for overtime or the employee is on leave at the beginning of the tour for part of the day, the employee will swipe a begin tour;
- (2) On a nonscheduled day, the employee must swipe a begin and end tour;
- (3) **If** the employee takes leave during the tour, the employee will swipe an end tour upon leaving and a begin tour when returning; and,
- (4) When the employee comes in at his or her regular time and has overtime or takes leave at the end of the day, the employee will swipe an end tour.

Employees must record clock rings on their electronic timesheets. Electronic timesheets will be initialed daily by the employee, noting the hours the employee worked. Leave will also be annotated on the timesheets but will not replace the PS Form 3971.

This Memorandum of Understanding will expire with the implementation of the Web timeclock (WTC) or any available or future technologies designated by management.

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

Re: Identification of Functional Assignment Areas

Accounting Services

Finance	Office	Accounting Services
266367	Eagan	Payroll
266367	Eagan	Finance
266367	Eagan	Accounting Reconciliation
266367	Eagan	Disbursing
266367	Eagan	Quality Assurance
266367	Eagan	TACS Help Desk
287133	St. Louis	Accounting Help Desk
287139	St. Louis	Accounts Payable
287139	St. Louis	Claims
287139	St. Louis	Field Sales
287139	St. Louis	General Accounting
287139	St. Louis	International Accounting
287139	St. Louis Satellite Office	HQ Field Payables
287139	St. Louis Satellite Office	HQ Contract Payables

Compute Engineering

Finance	Office	Compute Engineering
366350	Eagan	Purchasing, Property & Office Services
366350	Eagan	Mail Center
366350	Eagan	Production Operations - Operations
366350	Eagan	Production Operations – JCL & Scheduling
366350	Eagan	Production Operations – Tape Library
366350	Eagan	LAN Support
366350	San Mateo	Facilities - Mailroom & Receiving
366350	San Mateo	Host Computing Services – LAN Support & POB

Endpoint Technology

Finance	Office	Endpoint Technology
266375	Eagan	IT Service Desk
056873	San Mateo	IT Service Desk (CA)

Technology Applications

Finance	Office	Technology Applications
052510	N/A	Application Technology Services
052510	N/A	Data Technology Services
052510	N/A	Program Mgmt Tech Services
102469	N/A	Payment Programs
102469	N/A	Finance Tech Services
102469	N/A	Payment Tech Services
102921	N/A	Technical Data Support
102921	N/A	Commercial Systems Solutions
102921	N/A	Acceptance & Mail Entry Tech Services
102921	N/A	Pricing Technology Services
266368	N/A	Asset Technology Services
266368	N/A	Compensation Tech Services 100
266368	N/A	Compensation Tech Services 101
266368	N/A	Employee Technology Services
287136	N/A	Delivery Technology Services
287136	N/A	Retail Technology Services
411579	N/A	e-Commerce Technology Services
411579	N/A	Customer & Sales Tech Services
419262	N/A	Logistics Tch Services
419262	N/A	Visibility Tech Services

This Memorandum of Understanding expires with the expiration of the 2022 National Agreement.

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

**Re: IDENTIFICATION OF POSITIONS REQUIRING
VOLUNTARY REASSIGNMENT**

- **Accounting Services**
- **Compute Engineering**
- **Endpoint Technology**
- **Technology Applications**

Accounting Services will require voluntary reassignment for the following positions:

Branch	Level	Occ Code	Job Title	On-Site Required Y/N	Pay Location
Accounting Help Desk	13	0525-0005	Accounting Support Technician	Y	441, 442, 443, 444
Accounts Payable	16	0510-0022	Accounting & Control Specialist	Y	434
ASC Payroll	15P	0544-0010	Accounting Specialist (P)	Y	621, 650
	13	0544-0009	Accounting Technician	Y	621, 630, 633, 634, 635, 636, 650, 661
Finance - Disbursing	18	0510-0021	Accounting & Control Specialist Sr.	Y	641
	14	0525-0007	Accounting Specialist	Y	641
International Accounting	16	0510-0022	Accounting & Control Specialist	Y	481
	14	0525-0007	Accounting Specialist	Y	481

(continued)

Compute Engineering will require voluntary reassignment for the following positions:

Branch	Level	Occ Code	Job Title	On-Site Required
Production Operations (Operations, JCL & Scheduling, Tape Library)	18	0332-0019	Computer Oprns Spec	Y
	11	0332-0018	Computer Oprns Suppt Spec	Y
LAN Support	19	0332-0026	Facility Communications Tech Sr	Y
	17	0332-3023	Facility Communications Tech	Y
Purchasing, Property and Office Services, Mail Center	16	2003-2001	Property Control Specialist PDC	Y
	15	1105-2002	Procurement & Supply Assistant PDC	Y
	11	0332-0018	Computer Oprns Suppt Spec	Y

No Endpoint Technology positions will be posted requiring voluntary reassignment.

No Technology Applications positions will be posted requiring voluntary reassignment.

This Memorandum of Understanding expires with the expiration of the 2022 National Agreement.

TABLE ONE (RSC N)

RSC N (TPWU)		Information Technology / Accounting Service Centers (IT/ASC) Schedule Full-Time Annual Basic Rates Effective May 7, 2022 (PP-11-2022)																				Most Prev. Step
ITA 9C GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S			
6	50385	00302	01002	03097	05700	04430	05102	05775	00438	07103	07700											
7	59708	00727	01201	03498	04174	04363	05070	05743	00198	06281	07033	07210										
8	57042	01098	01700	03080	04074	05207	05907	00018	07301	07587	08009											
9	57341	01441	02128	04260	04968	05697	06367	07038	01108	07811	08315	08718										
10	57700	01844	02500	04752	05460	06210	06905	07602	08350	09122	09858											
11		02494		05487	06285	07108	07958	08767	09638	10487	10968											
12				68710	67400	69208	69074	69080	70647	71400	72220	73000										
13				67458	68280	69111	69005	70751	71575	72388	73245	74050	74870									
14				59350	60032	70026	70654	71053	72606	73247	74412	75274	76142									
15				59362	70272	71401	72113	73028	73841	74859	75768	76688	77608									
16				70450	71458	72410	73400	74375	75340	76353	77295	78270	79244									
17				73462	74608	75851	76701	77724	78794	79849	80890	81940	82985									
18				75193	76200	77400	78520	79650	80750	81855	82970	84004	85158									
19				77087	78042	80417	81384	82467	83756	84917	86052	87267	88442									
20				79332	80717	82112	83507	84902	86297	87692	89007	90462	91877									
21				81003	82487	84066	84643	86121	87679	89207	90734	92263	94791									
22				83259	85466	87893	88710	90337	91961	93581	95218	96916	98472									
23				87494	89172	90980	92268	94295	96004	97772	99420	101128	102856									

NOTE: This schedule reflects a \$2184 substitution adjustment effective May 7, 2022 (PP-11-2022).

TABLE TWO

Information Technology / Accounting Service Centers (IT/ASC) Schedule Full-Time Annual Basic Rates Effective May 7, 2022 (PP 11-2022)																													
RSC N2 (AP/WU)																													
IT/ASC GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	Most Prev. Step									
19	81,632	82,556	83,480	84,404	85,328	86,252	87,176	88,100	89,024	89,948	90,872	91,796	92,720	93,644	94,568	95,492	96,416	97,340	98,264	99,188	100,112	101,036	101,960	102,884	103,808	104,732	105,656	106,580	107,504
20	83,162	84,301	85,440	86,579	87,718	88,857	89,996	91,135	92,274	93,413	94,552	95,691	96,830	97,969	99,108	100,247	101,386	102,525	103,664	104,803	105,942	107,081	108,220	109,359	110,498	111,637	112,776	113,915	115,054
21	85,059	86,319	87,579	88,839	90,099	91,359	92,619	93,879	95,139	96,399	97,659	98,919	100,179	101,439	102,699	103,959	105,219	106,479	107,739	108,999	110,259	111,519	112,779	114,039	115,299	116,559	117,819	119,079	120,339
22	87,939	89,292	90,645	91,998	93,351	94,704	96,057	97,410	98,763	100,116	101,469	102,822	104,175	105,528	106,881	108,234	109,587	110,940	112,293	113,646	115,000	116,353	117,706	119,059	120,412	121,765	123,118	124,471	125,824
23	91,784	93,204	94,624	96,044	97,464	98,884	100,304	101,724	103,144	104,564	105,984	107,404	108,824	110,244	111,664	113,084	114,504	115,924	117,344	118,764	120,184	121,604	123,024	124,444	125,864	127,284	128,704	130,124	131,544
Part-time Flexible - Basic Hourly Rates of Pay																													
19	40.98	41.44	41.91	42.37	42.84	43.30	43.76	44.23	44.69	45.15	45.62	46.08	46.55	47.01	47.47	47.94	48.40	48.87	49.33	49.80	50.26	50.73	51.19	51.66	52.12	52.59	53.05	53.52	53.98
20	41.75	42.32	42.89	43.46	44.04	44.61	45.18	45.75	46.32	46.89	47.47	48.04	48.61	49.18	49.75	50.32	50.89	51.46	52.03	52.60	53.17	53.74	54.31	54.88	55.45	56.02	56.59	57.16	57.73
21	42.70	43.33	43.97	44.60	45.23	45.86	46.50	47.13	47.76	48.39	49.03	49.66	50.29	50.92	51.56	52.19	52.82	53.45	54.08	54.71	55.34	55.97	56.60	57.23	57.86	58.49	59.12	59.75	60.38
22	44.15	44.83	45.50	46.18	46.86	47.54	48.22	48.90	49.58	50.26	50.94	51.62	52.30	52.98	53.66	54.33	55.01	55.69	56.37	57.05	57.73	58.41	59.09	59.77	60.45	61.13	61.81	62.49	63.17
23	46.08	46.79	47.50	48.21	48.93	49.64	50.35	51.07	51.78	52.49	53.20	53.92	54.63	55.34	56.06	56.77	57.48	58.19	58.90	59.61	60.32	61.03	61.74	62.45	63.16	63.87	64.58	65.29	66.00
Step Increase Waiting Periods (in Weeks)																													
Steps (From-To)	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O	O-P	P-Q	Q-R	R-S	Yrs.										
Grades 19-23	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	14.4

NOTE: This schedule reflects a \$2,84 cost of living adjustment effective May 7, 2022 (PP 11-2022).

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APPENDIX A (RSC N)

Information Technology / Accounting Service Centers (IT/ASC) Schedule Night Shift Differential Hourly Rates Effective April 23, 2022 (PP 10-2022)																							
RSC N (APMU)																							
IT/ASC GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S				
6	1.14	1.27	1.29	1.36	1.38	1.40	1.42	1.44	1.47	1.49	1.51												
7	1.15	1.28	1.30	1.37	1.39	1.41	1.44	1.46	1.48	1.50	1.52												
8	1.16	1.29	1.31	1.38	1.41	1.43	1.45	1.47	1.49	1.52	1.54												
9	1.17	1.30	1.33	1.40	1.42	1.44	1.47	1.49	1.51	1.53	1.56												
10	1.18	1.32	1.34	1.41	1.44	1.46	1.48	1.51	1.53	1.55	1.58												
11		1.34	1.36	1.44	1.46	1.49	1.51	1.51	1.56	1.58	1.61												
12		1.48	1.50	1.53	1.55	1.55	1.58	1.58	1.60	1.63	1.65	1.68											
13		1.50	1.53	1.55	1.58	1.58	1.61	1.61	1.63	1.66	1.69	1.71	1.74	1.78									
14		1.53	1.56	1.59	1.61	1.64	1.64	1.64	1.67	1.70	1.72	1.75	1.78	1.81	1.83	1.85	1.87						
15		1.56	1.59	1.62	1.65	1.68	1.68	1.68	1.71	1.74	1.77	1.80	1.83	1.86	1.88	1.90	1.92						
16		1.60	1.63	1.66	1.69	1.72	1.72	1.72	1.76	1.79	1.82	1.85	1.88	1.91	1.94	1.97	2.00						
17		1.70	1.73	1.77	1.80	1.83	1.83	1.83	1.87	1.90	1.94	1.97	2.00	2.04	2.07	2.10	2.13						
18		1.75	1.79	1.82	1.86	1.89	1.89	1.89	1.93	1.97	2.00	2.04	2.07	2.11	2.15	2.18	2.22						
19		1.80	1.84	1.88	1.92	1.96	1.96	1.96	1.99	2.03	2.07	2.11	2.15	2.18	2.22	2.26	2.30	2.30					
20		1.86	1.90	1.95	1.99	2.04	2.04	2.04	2.08	2.13	2.18	2.22	2.27	2.31	2.36	2.40	2.45	2.45					
21		1.92	1.97	2.02	2.07	2.12	2.12	2.12	2.22	2.27	2.32	2.37	2.41	2.46	2.51	2.56	2.66	2.66					
22		2.01	2.06	2.12	2.17	2.22	2.22	2.22	2.27	2.33	2.38	2.43	2.49	2.54	2.59	2.64	2.70	2.70					
23		2.13	2.18	2.24	2.29	2.35	2.35	2.35	2.40	2.46	2.52	2.57	2.63	2.68	2.74	2.79	2.85	2.85					

APPENDIX A (RSC N2)

Information Technology / Accounting Service Centers (IT/ASC) Schedule Night Shift Differential Hourly Rates Effective April 23, 2022 (PP 10-2022)																									
RSC N2 (APWU)																									
IT/ASC GRADE	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S						
19				1.89	1.92	1.95	1.99	2.02	2.04	2.08	2.11	2.14	2.18	2.20	2.23	2.27	2.30	2.30	2.30						
20				1.95	1.98	2.03	2.06	2.10	2.14	2.18	2.22	2.26	2.30	2.33	2.37	2.41	2.45	2.45	2.45						
21				2.01	2.05	2.10	2.14	2.18	2.23	2.27	2.31	2.36	2.40	2.43	2.47	2.52	2.56	2.56	2.56						
22				2.11	2.15	2.20	2.24	2.29	2.33	2.38	2.43	2.47	2.52	2.56	2.60	2.65	2.70	2.70	2.70						
23				2.23	2.27	2.33	2.37	2.42	2.46	2.52	2.57	2.61	2.66	2.70	2.76	2.80	2.85	2.85	2.85						