



Agreement

between

**UNITED STATES
POST OFFICE DEPARTMENT**

and



*National Association of
Letter Carriers AFL-CIO*



*National Association of Post
Office and General Services
Maintenance Employees*



*National Association of Special
Delivery Messengers AFL-CIO*



*National Federation of
Post Office Motor Vehicle
Employees AFL-CIO*



*National Rural Letter
Carriers Association*



*United Federation of
Postal Clerks AFL-CIO*

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ARTICLE I

Recognition

A. Coverage

This basic agreement, called the "Agreement," and such other agreements entered into to supplement or amend this Agreement, represent and constitute an agreement between the Post Office Department, called the "Department," and the following alphabetically listed Organizations of employees of the Post Office Department, called the "Organizations," on personnel policies and practices and working conditions.

This Agreement covers all craft or occupational group employees of the Department in units, established at the national level, for which the Organizations have been certified by the Department as the exclusive representatives. Each individual employee organization represents only those craft or occupational employees in units, established at the national level, for which that organization has been certified by the Department as the exclusive representative. The units established include those craft or occupational group employees under the jurisdiction of postmasters and employees in the same craft or occupational group who are employed in a field activity managed by an official other than a postmaster, which is engaged in mail processing and/or delivery operations.

The Department may accord recognition in new independent installations or established installations when the question of representation status within the unit is raised. The determination of recognition will be made after consultation with the employee organizations involved at the national level.

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

National Association of Post Office and General Services Maintenance Employees (Maintenance Employees)

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

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

National Rural Letter Carriers Association (Rural Letter Carriers)

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

B. Exclusions

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

All managerial employees

All supervisory employees

All Postal Inspection Service employees

Employees directly engaged in personnel work in other than a clerical capacity

All employees on active duty in the United States Armed Forces

All employees working in postal field installations not under the jurisdiction of a postmaster except as provided in this Article.

ARTICLE II

Purpose

The well-being of the employees and the efficient and economic operation of the Department require that orderly and constructive relationship be maintained between the Department and the Organizations. The participation of employees in the formulation and implementation of employee policies and procedures affecting them contributes to the effective conduct of the public business. The parties to this Agreement recognize that they must assume great responsibilities and must exercise proper restraint and good judgment to establish stable and meaningful relations based upon this Agreement.

ARTICLE III

Management Rights

In compliance with Sec. 7 of Executive Order 10988:

A In the administration of all matters covered by the Agreement, officials and employees are governed by the provisions of any existing or future

laws and regulations, including policies set forth in the Federal Personnel Manual and Post Office Department regulations, which may be applicable, and the Agreement shall at all times be applied subject to such laws, regulations and policies, except as provided in Article XXIV, entitled Postal Manual Conflict.

B Management officials of the Post Office Department retain the right, in accordance with applicable laws and regulations (1) to direct employees of the Department, (2) to hire, promote, transfer, assign, and retain employees in positions within the Department, and to suspend, demote, discharge, or take other disciplinary action against employees, (3) to relieve employees from duty because of lack of work or for other legitimate reasons, (4) to maintain the efficiency of the Government operations entrusted to them, (5) to determine the methods, means and personnel by which such operations are to be conducted, and (6) to take whatever actions may be necessary to carry out the mission of the Department in situations of emergency.

ARTICLE IV

Organizations' Rights

A. Scope of Negotiations

In exercising authority to make rules and regulations relating to personnel policies and practices and working conditions, the Department shall have due regard for the obligation imposed by this Article, but such obligation shall not be construed to extend to such areas of discretion and policy as the mission of the Department, its budget, its organization and the assignment of its personnel, or the technology of performing its work.

The organizations may negotiate in the general area of working conditions, personnel policies and practices. As a general rule, negotiable matters must be within the administrative discretion of the Postmaster General, be permissible by applicable laws, Executive Orders, Civil Service Commission and other applicable non-Post Office Department regulations. The organizations have a right to negotiate or consult as appropriate regarding changes in regulations or policy affecting personnel policies, practices and working conditions.

Both parties, when formulating proposals or counter-proposals, shall consider that they may not negotiate provisions that are in conflict with:

1. Law

2. Regulations of the Civil Service Commission and the Department of Labor.

3. Matters not within the administrative discretion of the agency.

Transfers and assignments shall be made with due regard for applicable seniority provisions.

B. Responsibilities

The Organizations shall not (1) assert the right to strike against the Government of the United States or any agency thereof, or to assist or participate in any such strike or impose a duty or obligation to conduct, assist or participate in any such strike, or (2) advocate the overthrow of the constitutional form of Government of the United States, or (3) discriminate with regard to terms or conditions of membership because of race, color, creed or national origin. Violations of these provisions shall be the basis for the withdrawal of recognition of the particular organization concerned.

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

C. Standards of Conduct and Code of Fair Labor Practices

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

D. Exchange of Information

Recognizing that to a great extent the interests of the Department and of the Organizations are the same and that the exchange of information is one of the simplest methods of promoting mutual understanding and cooperation, it is the right of the Organizations which have exclusive or formal recognition at any level to be given information directly bearing on personnel policies and procedures and working conditions, and also information which may have an indirect impact upon personnel. All such information should be submitted as far in advance as practicable and should be withheld only for security reasons.

Each individual employee organization that is a party to this Agreement shall be given the opportunity to be represented at discussions at the national level between officials of the Department and employees and/or employee representatives concerning grievances, personnel policies and practices, and other matters affecting general working conditions of craft or occupational group employees in the unit represented on a national basis by the individual organization.

A representative of an Employee Organization having exclusive recognition has the right to be present and the postal official at the regional or local level is obligated to offer such Employee Organization representative an opportunity to be present when matters affecting the craft group are being presented by and/or discussed with employee organizations.

Each organization has been recognized as the exclusive representative of craft or occupational group employees of an appropriate national unit and is entitled to act for and to negotiate supplemental agreements for all employees in their respective units.

E. Bulletin Boards

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

F. Distribution of Information

Literature or notices may be distributed or posted at appropriate points within work areas of a postal building by employees of the installation serving as representatives of employee groups that are party to this Agreement. As a guide to organization officials, literature containing attacks or propaganda against the United States Government or its agencies or against individuals may not be posted or distributed on Federal premises. The distribution of literature will be permitted provided it is

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

ARTICLE V

Employee Rights

A. Right to Participate

Employees have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from such activity. The freedom of such employees to assist any employee organization shall be recognized as extending to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of its views to officials of the Executive Branch, the Congress, or other appropriate authority.

Participating in the management of or acting as the representative of an employee organization is not permitted if such activity would result in a conflict of interest or would be incompatible with law or the official duties of the employees.

B. Conflict of Interest

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

- (1) employees who have responsibility for directing and controlling the program operations of the Department;

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

C. Individual's Rights

The terms of this Agreement do not:

Preclude any employee of the Department from bringing matters of personal concern to the attention of appropriate officials of the Department in accordance with applicable law, rule, regulation, or established Departmental policy, or from choosing his own representative in a grievance or appellate action.

ARTICLE VI

Administration and Interpretation

A. Restrictions

In the administration of matters covered by the Agreement, officials of the Department and the Organizations, and all employees are governed by the provisions of any existing or future laws, executive orders, and regulations, including policies set forth in the Federal Personnel Manual and the Department's regulations which may be applicable. The Agreement and all supplements or amendments thereto shall at all times be subject to such laws, executive orders, regulations and policies as may be in effect now or in the future. No supplemental agreement nor any local nor other agreement may change the terms or conditions of this Agreement.

This Agreement does not:

- (1) Preclude or restrict consultations and dealings between the Department and any veterans organization with respect to matters of particular interest to employees with veterans preference, or

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

B. Labor-Management Meetings at National Level

The Department through appropriate officials and representatives shall meet with the Organizations one day during the first week of each month and such other times as is necessary to confer, but not negotiate, with respect to nationwide personnel policies and practices and matters affecting working conditions, matters affecting the Basic Agreement, supplements thereto and interpretations and disputes arising out of the administration of local agreements.

Disputes arising out of the administration of local agreements will not be considered until all efforts to settle the dispute at the local and regional level have been exhausted.

The Department will also confer on the status of current and new projects and programs, including Mail Processing and Delivery activities, and other matters which affect employees covered by this agreement.

The Department agrees to contact the Organization or Organizations concerned before action is taken when there is a doubt as to the proper interpretation of the National Agreement, unless an emergency situation exists.

The agenda for the regular monthly meeting may also provide for a discussion by Departmental officials of the status of current projects and new programs. Such monthly meetings shall not preclude at such other times as is reasonable any of the individual organizations which are party to this Agreement from meeting with the Department concerning activities of the Department of interest to the employees in the appropriate craft or occupational group. Minutes of the monthly Labor-Management Meetings shall be furnished to each Organization party to this Agreement. Decisions agreed to are to be policy and shall be implemented by the Department.

C. Processing Alleged Violations at Local Level of National Agreement

Any organization granted exclusive or formal recognition at the local

level alleging that the National Agreement and National Supplemental Agreements have been violated on the local level may file a written protest with the Regional Special Assistant for Employee Relations with a copy to the installation head.

As soon as possible after receipt of the protest the Regional Special Assistant for Employee Relations shall:

1. Determine if the protest is valid. If protest is substantiated, advise the installation head of corrective action to be taken and inform in writing the local protesting organization with a copy to the appropriate Regional Representative party to this agreement.
2. If the protest cannot be substantiated, confer with the Regional Representative of the exclusive National Organization(s) for the affected craft(s) to determine whether the protest can be resolved based on interpretation(s) made at the National level. If resolved, follow the notification procedure in (1) above.
3. If the issue cannot be resolved based on the interpretations made at the National level, the protest shall be forwarded to the Special Assistant, Employee Relations, Bureau of Personnel who will:
 - (a) Review with exclusive National Organization(s) concerned and determine if the protest can be resolved based on previous interpretations; or
 - (b) If it cannot be resolved, place the protest on the agenda for the next regular Labor-Management Meeting with the exclusive National Organization(s) in the craft(s) involved.

No organization other than the national exclusive organization(s) in the affected craft(s) has a right to be present at meetings where these items are considered. The resolution arrived at by the two parties is final and binding and may not be appealed. The national party(ies) by mutual consent may submit questions relating to the interpretation of the agreement to advisory arbitration. The advisory arbitrator will be selected and proceed according to procedures set forth in the provisions of this Agreement relating to advisory arbitration.

D. Administration—Agreement at Regional Level

The Department designates the Regional Director in each of its regions as the principal representative of the Department in the respective regions for the purpose of carrying out the policy of Executive Order 10988 of January 17, 1962. The authority of each Regional Director in this respect

shall be exercised subject to the terms and conditions of this Agreement and all amendments or supplements.

On or before the effective date of this Agreement, each organization party thereto shall furnish to the Department and each Regional Director, in writing, the name, title and address of its principal representative in each of the regions of the Department.

The Organizations are responsible for notifying the Department and Regional Directors of changes of their respective representatives as such changes occur.

The Regional Director or designated regional officials and representatives shall meet with one regional representative of each organization which has exclusive or formal recognition at the regional level to announce new or to confer on the status of current projects, programs, and other activities of interest to the employees. The designated employee representative may be accompanied by such technical assistants as needed, at no expense to the Department. The organizations shall be permitted to submit agenda items for inclusion among the topics to be discussed provided the material to be discussed is of general interest to all or the majority of the organizations present at the meeting.

Such meetings at the regional level, in order to insure full and complete communication from management to employee and employee to management, shall be called by the Regional Director at least once each quarter. These meetings will not preclude, at such other times as is reasonable, any of the regional representatives of individual organizations with exclusive or formal recognition at the regional level from meetings with Regional Officials concerning activities of interest to the employees in the appropriate craft or occupational group.

Major problems or plans such as the Christmas operation or a national emergency may justify the attendance of one representative of each of the Organizations from each state in the region, in addition to the designated regional representatives being called by the Regional Director to attend regional Labor-Management meetings.

The designated regional representatives, technical assistants, or state representatives called to attend such meetings by the Regional Director shall be placed on official time and be issued appropriate travel orders provided they are not on an extended leave status, in order to engage in business for the organizations they represent and provided they are employees under the jurisdiction of the Regional Director calling the meeting.

E. Administration—Agreement at Local Installation Level

At each post office wherein craft or occupational group employees are in a unit represented by an employee organization on an exclusive basis, the postmaster shall meet, except as noted below, with the appropriate representatives of each employee organization so recognized at least once each quarter.

Such regular meetings shall be called by the postmaster and employee representatives in accordance with the following:

The total number of representatives, from each craft or occupational group represented by an Employee Organization having exclusive recognition, who may attend these meetings is negotiable. However, the number of representatives who will be entitled to official time benefits of this Article will be based on the following: One (1) representative from each craft or occupational group having exclusive recognition with twenty-five (25) or less regular employees; two (2) representatives from each craft or occupational group having exclusive recognition with twenty-six (26) or more regular employees. Craft or occupational groups represented by an employee organization not having exclusive recognition shall not be invited or attend these meetings.

Those called to attend such meetings, who are employees of that post office, shall be granted official time to the extent necessary to compensate them for time absent from their regular assigned duties in the post office on that day. It is intended that organization representatives shall not gain or lose compensation because of attendance at such meetings.

The parties to the Agreement recognize the necessity for postmasters and representatives of employee organizations accorded exclusive recognition at the largest installations to meet more often than once a quarter. The parties also recognize that at the very smallest installations where there exists daily contact between the postmaster and all or the majority of the employees that regular meetings once each quarter need not be held.

Those local installations required to meet more often than once a quarter will be required to provide in their local supplemental agreements with their organizations with exclusive recognition at the installation the number of meetings required in excess of one each quarter. In no event is there to be more than one such meeting each month.

The postmaster and appropriate officials shall meet with the appropriate representative of the organizations at these regular meetings and confer with respect to the local supplemental agreements and any interpretations and disputes arising out of the administration of local supplemental agreements.

The agenda for these regular meetings with the organizations with exclusive recognition may also provide for a discussion by the postmaster and/or local officials of the installation of current projects and new programs.

Such meetings shall not preclude a representative of the organizations with exclusive recognition at the local installation from meeting with local management on matters covered by other sections of this Agreement.

ARTICLE VII

Procedures Covering Local Negotiations

A. Rules:

1. Both parties agree that active participation in negotiations in behalf of employee organizations shall be limited to employees of the postal service including national, regional, area or local officials of the organization. It is further agreed that participation in behalf of postal service management shall be limited to employees of the postal service.
2. Negotiations leading to amendments including additions, revisions and implementations will commence not later than September 1, 1964 and shall be completed by October 3, 1964 except that either party has the right of one extension of 2 negotiation sessions within the following 7-day period.
3. The installation head shall arrange a meeting with representatives of Organizations having local installation Exclusive Recognition no later than 5 days prior to beginning date of negotiations. Full committees of all negotiators shall meet for negotiation of agenda items of interest to all crafts. Craft committees shall negotiate agreements of specific concern to craft or crafts concerned.
4. Provisions should be made so that employee representatives scheduled for duty during the period of negotiation may (1) request change of duty, (2) request leave without pay, (3) utilize accrued annual leave, or (4) request change in compensatory day.

In order to minimize disruption in operations and to provide an opportunity for full and complete discussions of items on the agenda, negotiations may, by mutual consent, be conducted in the evening and/or Saturdays and Sundays.

5. The convening, reconvening and adjournment of negotiating meetings shall be by mutual consent. Recessing of negotiating meetings shall be on a unilateral basis.
6. Formal correspondence shall be used prior to negotiations to designate each Organization's Chief Spokesman-Negotiator and his alternate and the Postal Installation's Chief Spokesman-Negotiator and his alternate. Formal correspondence will be required to effect a change in previously designated Chief Spokesman-Negotiator or alternate of either the Postal Installation or any of the Organizations party to the Agreement.
7. Each party to the Agreement shall unilaterally determine the make-up of its principal, sub and working committees.
 - a. Sub-committees and working committees shall be established by mutual consent of the parties. Ordinarily the membership of such committees will not exceed six (6) in number, equally divided between the two (2) parties.
 - b. The Chief Spokesman-Negotiator or alternate of the parties by mutual agreement will decide scope, authority, and operation of all sub and working committees.
 - c. Specialists and technicians may be added to the sub and working committees and will be in addition to the six (6) members cited in 7a. and will be selected in the same manner as those members. members.
8. Generally meetings will be held at the Postal Installation and space will be provided for caucus purposes. If meetings are held elsewhere and a charge is made for facilities the parties shall share the cost.
9. All parties agree that proposals on agenda items will be exchanged at least one full working day before scheduled meetings. Proposals on agenda items not listed on such agendas may be discussed and/or negotiated if mutually agreeable by all parties.
10. Both parties, when formulating proposals or counter-proposals, shall consider that they may not negotiate provisions that are in conflict with:
 - a. Law.
 - b. Regulations of the Department or Government agencies such as the Civil Service Commission and the Department of Labor, which have appropriate jurisdiction under Executive Order 10988.

- c. **The National Agreement and National Supplements.**
 - d. **Matters not within the administrative discretion of the installation head.**
11. **Grievances will not be made the subject of discussion during negotiating sessions.**
 12. **It is agreed by all parties that all procedures and stipulations set forth herein apply to negotiations between the Postal Installation and the Employee Organizations whether negotiations are carried on as a full committee or in sub-committee.**
 13. **Either party is entitled to have a written record of a concise statement from the other party as to the meaning and proposed operation of a specific provision of a proposal submitted by the other party.**
 14. **The Chief Spokesman-Negotiator or his alternate for each of the Organizations and the Installation Head shall be in a position to make a decision such as:**
 - a. **To accept a proposal;**
 - b. **To request an opportunity to submit a counterproposal at the next negotiation session;**
 - c. **To bring in proper technical assistants at the next negotiation session.**
 15. **When a proposal has been tentatively agreed upon by both parties, it shall be initialed by both parties. This does not prevent the proposal being reopened during the current negotiation period.**
 16. **It is mutually agreed that an impasse occurs only after both parties have presented proposals and counterproposals in good faith and both parties have considered the proposals and counterproposals of the other party in good faith and despite such honest and diligent efforts no agreement can be reached on the subject being negotiated.**

When it has been determined that an impasse has been reached, the following shall be the procedures:

Impasse items shall be reported at the conclusion of the 10th and 20th days of the negotiation period to the Special Assistant for Employee Relations and the Regional Representative of the Organization(s) for recommendations. Such submission shall be signed by the Chief Negotiator of both parties.

17. Issues not made the subject of negotiation during the negotiating period can be negotiated no sooner than 120 calendar days after the effective date of the local agreements and only by mutual consent of the parties. Either party desiring to negotiate such items must designate their intention by sending a ten-calendar day written notice to the other party. These negotiations must begin within 15 calendar days after receipt of the notice and cannot continue for more than ten calendar days.
18. Issues made the subject of negotiations during current negotiations but not agreed upon may again become the subject matter of local negotiation six (6) months after the effective date of the local agreement if it is mutually agreed by the parties. Such negotiations shall not exceed ten (10) calendar days.
19. None of the issues agreed upon during the principal negotiating period can be renegotiated during the life of the local agreement.
20. Signed copies of all negotiated agreements shall be furnished to the Regional Special Assistant for Employee Relations, Regional Representative of the Organization and one copy to its National Headquarters and the Local Chief Negotiator of each of the crafts concerned.

B. Change of Installation Head

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

C. Duration of Local Agreements

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

D. Invalidations

When local negotiations have resulted in a signed agreement a review of these agreements may be made independently by an official of the regional office and the regional representative of the employee organization which negotiated the local agreement for the purpose of ascertaining there is no conflict with existing law, postal regulations, or the National Agreement, and Supplements thereto.

In order to preserve the spirit in which these negotiations were entered into and the agreements reached, the review shall not result in an invalidation of an entire article covering a particular subject because one of the provisions of the Article is alleged to be invalid. If the regional and employee organization reviewers agree that deletion, addition or re-wording of an Article or provision can be made without changing the intent or operation of the Article or provisions in question, it shall be remanded to the postmaster and local employee organization with the suggested language changes. Such suggestions will not be adopted except by mutual consent of both parties at the local level.

Should the review result in an allegation that there is a conflict in law, the Postal Manual or the National Agreement, and Supplements thereto, consultation shall be arranged between the Regional Special Assistant for Employee Relations and the regional representative of the organization concerned. If the matter can be resolved by means of this consultation, the postmaster and local employee organization shall be notified of the decision agreed upon.

In no case shall an Article or provision be invalidated until after it has been reviewed by the regional official and the employee organization representative.

If the issue cannot be resolved at the regional level it shall be forwarded to the Special Assistant for Employee Relations, Bureau of Personnel, who will review the alleged invalidation with the representative of the employee organization concerned. Notification of the decision arrived at shall be given to parties involved.

If the alleged invalidation deals with an interpretation of the National Agreement or Supplements thereto, and an employee organization other than one having exclusive recognition at the national level is involved, the employee Organization that has exclusive recognition for the craft shall be present at the meeting with the Special Assistant for Employee Relations, Bureau of Personnel and the employee organization.

ARTICLE VIII

Policy on Discipline

A. Introduction

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

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

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

B. Definitions

1. **Deficiency:** Misconduct or inefficiency in performing the duties of a position satisfactorily.
2. **Informal Discipline:**
 - a. **Verbal:**
 - (1) **Discussion:** The act of discussing and reasoning.
 - (2) **Counselling:** Oral instruction in directing the conduct of an individual. An effort on the part of management to explore with an employee the source of any difficulty and suggestions of constructive ways to overcome such difficulty. Counselling of an employee shall be accomplished by an individual supervisor as privately as possible. During the counselling, only the employee and the counselling supervisor shall be present. Local agreements shall not limit or designate the number of counsellings.
 - b. **Written Letter of Warning:** A warning concerning the performance of an undesirable practice or failure to perform a required duty assignment in writing from a supervisor to an employee who commits an offense too serious to justify counselling and not sufficiently serious to warrant formal discipline. The local agreement shall not designate the number of offenses prior to written letter of warning.
3. **Formal Discipline:**
 - a. **Reprimand:** A written reproof or censure. An employee

may be issued a letter of reprimand only as a result of a letter of proposed adverse action. An employee has an appeal right under the grievance procedure from a reprimand only when the reprimand is the initial decision of management.

- b. **Suspension:** To remove an employee from his employment for a fixed period of time for cause. (Appealable under adverse action procedure).
- c. **Removal:** A dismissal from employment for cause. (Appealable under adverse action procedure).

C. Implementation

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

For the minor offense, which is usually unintentional, talking over the difficulty is generally sufficient. For a repeated or a serious offense, discussion or counselling may or may not be sufficient; if not, it may be necessary to issue a written warning. In all situations where formal discipline is recommended it is a supervisory responsibility to present the full story—both sides—to management for such corrective action as management may deem necessary.

Management's action could be any of the foregoing informal corrective techniques or a letter of proposed adverse action leading to a letter of reprimand, suspension or a removal as the situation may demand.

Disciplinary actions are to be taken only when necessary to correct an employee's conduct, to maintain order and to promote the efficiency of the postal service. Before initiating such actions, complete and fair consideration must be given to all circumstances involved. The severity of the disciplinary action shall not be in excess of that needed as a corrective measure.

The charges in a letter of proposed adverse action must be limited to those for which the employee has not previously been charged and must not include charges from which the employee has been formally absolved. Neither charges nor reference to past record may go back further than two years from the issuance date of the letter.

ARTICLE IX

Grievance Procedure

A. Definition

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

Grievances on alleged violations of local agreements must be processed under the section of this procedure on violations of local agreements.

Grievances on promotions must be processed under the section of this procedure on promotion appeals.

Appeals from adverse actions, determination of grade level, cases of alleged discrimination because of race, creed, color or national origin, and interpretations or alleged violations of this Agreement will be made through separate procedures. Dissatisfactions arising out of a decision appealed through compensation, adverse action or equal employment opportunity procedure are not subject to further appeal under the grievance procedure.

B. Guides for Supervisors

Most grievances arise from instances of misunderstandings or problems that should be settled promptly and satisfactorily on an informal basis at the supervisory levels before they become formal grievances. The prompt settlement of these problems is desirable in the interest of sound employee-management relations. To this end, the practice of friendly discussions of problems between employees and their supervisors is not only encouraged but directed.

The immediate supervisor must maintain an atmosphere in which the employee can speak freely. Complaints shall be given careful and unprejudiced consideration.

Fair and prompt handling by the immediate supervisor will result in the satisfactory settlement of a large majority of these problems at the work level.

To accomplish this, it is directed that these problems be settled wherever possible at the earliest stage of discussion. Every reasonable effort shall be made to avoid referral to the grievance procedure.

C. Eligibility to Appeal

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

D. Grievance Steps at Installation Level:

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

in writing, it may be signed by his employee organization representative or by his own chosen representative. It must contain the following information:

- a Title and grade level of grievant
- b Nature of grievance
- c Corrective action requested and reasons
- d Summary of efforts made to resolve grievance informally
- e Name of designated representative (individual or organization) if any

E. An individual's Right to be Represented

An employee has the right to select whomever he desires to represent him at each level of the grievance procedure. In the event that the person selected at the various levels is someone other than a representative of the exclusive organization, the exclusive organization at that level has a right to be present.

When an employee requests an organization rather than an individual to represent him in a grievance procedure, management will recognize the President of that organization as the representative, unless that official designates another organization representative.

F. Right of Organization with Exclusive Recognition

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

1. To be notified of the time and place of the proceedings at each step of the grievance beginning with discussion with the head of the installation or designee.
2. To be present at all steps of the grievance procedure. (No right to be present at initial contact with supervisor if the aggrieved has not selected a representative.)
3. The organization, if any, with exclusive recognition at the level where the grievance is being processed shall be furnished with a copy of the written decision and summary, at any step at which a written decision and/or summary is involved.
4. If not the designated representative of the grievant, shall have an op-

portunity to state the exclusive organization's position on the grievance. This right shall be exercised only one time, at each step, and shall follow the presentation made by the employee and/or his representative.

G. Installation Head's Decision

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

H. Appeal from Installation Head's Decision

If the grieved employee desires to appeal the decision of the head of the installation but does not desire a hearing, he shall appeal within five (5) working days after receipt of the decision in writing to the second level of appeal. A copy of the appeal to the second level shall be furnished to the installation head who shall forward the entire grievance file to the second level of appeal along with his answer to the grievance. The installation head's answer should indicate as clearly as is practicable the basis for the action taken, a copy of which shall be sent to the grievant. The grievant may within five (5) working days after receipt of the installation head's answer file exceptions to the Regional Director. The grievant's exception will become a part of the grievance file and must be considered by the Regional Director in arriving at a decision.

The appeal shall contain the following information:

1. Title and grade level of grievant
2. Nature of grievance
3. Corrective action requested and reasons
4. Summary of efforts made to resolve grievance informally
5. Name of designated representative (individual or organization) if any
6. Decision of the installation head

7. Any additional information pertinent to the grievance

8. A request for informal discussion if such is desired

I. Hearing

If the employee desires a hearing either he or his representative must notify the installation head, in writing, within five (5) working days of the installation head's decision. The installation head shall within three (3) working days arrange for formation of a three-man hearing committee and he shall arrange a place for the hearing. The hearing committee will consist of the following members: the grievant will name the person of his choice to be a member, the installation head will name the second member, and these two members will agree, within three (3) working days, on a third member who will act as chairman. All three members must be employees of the postal service. At those installations where there are ten or less employees, the grievant and/or the installation head is permitted to name members from nearby postal installations employing more than ten people.

The hearing committee shall act as an unbiased group to hear and evaluate such information pertinent to the grievance as may be presented by the grievant and management of the installation. While the hearing committee will listen to and ask questions of both sides, there shall be no confrontation of witnesses nor shall either side be permitted to cross-examine the other. Persons appointed to the hearing committee must approach their duties with an open mind and their recommendations must be based on a fair evaluation of the facts without distortion or personal bias.

Conduct of the hearing shall be as informal as is consistent with an orderly presentation of the case. While the hearings will not be limited by legal rules of evidence and procedures, testimony should be within reasonable bounds of relevancy. Only one witness should be permitted at a time. The grievant and his representative shall be present throughout the hearing.

The installation head shall make available to the hearing committee all records and facts pertinent to the case, other than security or other classified material.

An abstract of the proceedings covering all pertinent facts shall be kept. The abstract shall be signed by and copies furnished to all members of the hearing committee. Within five (5) working days after the completion of the hearing, the hearing committee shall furnish the installation head, the grievant and his representative with a summary of the hearing together with its decision.

The decision of the hearing committee shall be binding at the expiration of ten (10) working days unless appealed at the next higher level by the grievant or his representative or the installation head within that period.

Because the decision of the hearing committee may have a substantial impact on the operations of the postal installation, it shall not be placed into effect until the installation head has had an opportunity to appeal at the second level. If no appeal is filed, the decision shall be carried out upon expiration of the appeal period. If an appeal is made by the installation head, the decision of the hearing committee shall be held in abeyance unless changed by the second level. The decision rendered at the second level of appeal is binding and shall be promptly implemented by the installation head.

J. Official Time, Installation Level

The employee and his chosen representative shall have a reasonable amount of official time to present his grievance. A reasonable amount of time is determined by local management, except that the chairman of the hearing committee rather than local management determines the length and the conduct of the hearing.

In those cases where an organization with exclusive recognition represents the unit in which the grievant is employed, but is not the grievant's chosen representative, the exclusive organization representative may attend all proceedings, as provided herein, with his attendance at the proceedings charged to annual leave or leave without pay at his discretion. (In no instance may such attendance be charged to official time).

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

K. Appeal from Hearing Committee Decision

If the decision of the hearing committee is not acceptable to the grievant or to the installation head, either party may appeal in writing within ten (10) working days from the hearing committee decision to the second level of appeal. The grievant shall request informal discussion at the regional level at the same time if he desires such discussion. As most postal installations are post offices the second appeal would be to the Regional Director and the procedures will be set forth accordingly. However, the procedures

are equally applicable to all employees. The installation heads and the second levels of appeal are indicated in Section T.

If the grievant appeals, a copy of the letter of appeal shall be submitted to the installation head who shall promptly forward the grievance file to the Regional Director. Either party may file with the Regional Director exceptions to the summary of the hearing committee within the ten-day time limitation. The exceptions to the summary must be confined to the material appearing in the summary. In the event that either party to the grievance, or his representative, does not appear to make any presentation or give testimony, that party shall be denied the right to provide exceptions to the summary. If the installation head appeals he should submit the grievance file with the letter of appeal to the Regional Director and copy of the letter of appeal to the grievant.

L. Decision of the Regional Director

If the grievant or his representative requests informal discussion prior to the decision, the Director of the Personnel Division shall then arrange for the employee and/or his representative to meet with him for informal discussion designed to arrive at a settlement. All travel and other costs on the part of the organization, the grievant or his representative shall be at his own expense. However, the Regional Director shall arrange to have annual leave or leave without pay granted at the option of each employee involved.

If the Director, Personnel Division, at the region is not able to arrive at an informal settlement of the grievance he shall submit the case to the Regional Director who shall render a decision based on the merits as contained in the record of the official grievance file within ten (10) days. If no informal discussions are held the decision will be rendered within ten (10) days after receipt of the file by the Regional Director.

No additional information shall be solicited by the Regional Director. However, the Regional Director may accept new relevant and material evidence which was not available at the hearing upon a showing by the party presenting the new evidence that it was not previously disclosed through no fault of the party making request for its consideration. Copies of the decision shall be forwarded to the grievant, his representative and the installation head. The basis for the decision shall be stated as clearly as practical and the grievant shall be notified of any further appeal rights.

M. Appeals from the Regional Director's Decision

The decision of the Regional Director may be appealed to the Department by the grievant or his representative within ten (10) working days from the

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

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

The Board of Appeals and Review, Bureau of Personnel, will docket the appeal, notify the employee and other interested parties of its receipt, and schedule it for review. There is no right to a hearing at this level, but an additional hearing may be granted if such is deemed warranted. If a hearing is not held the grievant and/or his representative may discuss the case with the Board of Appeals and Review. If a hearing or discussion is scheduled at this level, the national exclusive organization, if not the representative, will be so notified and will be given an opportunity to be present throughout the proceedings and to state its position on the grievance.

The Board will render a decision on the appeal which shall be considered as the decision of the Postmaster General. In cases involving promotional matters, the Board may make a privileged recommendation to the Assistant Postmaster General, Bureau of Personnel, who will render the final decision.

The Board or the Assistant Postmaster General, Bureau of Personnel, as appropriate will notify each party of the decision and will forward copies to appropriate postal officials, the employee organization with national exclusive recognition and such other parties deemed necessary.

O. Residual Authority

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

P. Termination

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

Q. Promotion Appeal Procedure

An employee desiring to appeal a promotion grievance must observe the following procedure:

1. A written grievance must be filed within thirty (30) days after the decision of the official which gave rise to the situation being grieved. The grievance must be filed with an official one level above the official who made the initial decision. There will be no informal settlement of promotion grievances.
2. Steps in a promotion appeal are as follows:
 - a. A decision of an installation head may be appealed to the Regional Director or official designated at the second appeal level.
 - b. A decision of a Regional Director or official designated at the second appeal level may be appealed to the Assistant Postmaster General, Bureau of Personnel.
 - c. No appeal is permitted beyond the Assistant Postmaster General, Bureau of Personnel.
 - d. An employee desiring to appeal from the first or second level must do so within ten (10) days after receipt of the decision.

R. Violations of Local Agreements

The established grievance procedure shall be followed through and including the decision of the installation head.

The decision of the installation head may be appealed to the next regularly scheduled Labor-Management Committee meeting. At those installations where the regular Labor-Management meetings are scheduled less frequently than once each month, a special Labor-Management meeting shall be held for this purpose within 30 days.

If unresolved, the grievance may be appealed to the Regional Director whose decision will be final. If requested, a discussion may be had with the Regional Special Assistant for Employee Relations prior to the issuance of the decision.

S. Exceptions to Procedure

When the action giving rise to the grievance has been taken by, or at the specific direction of, an official above the installation head or above the second level of appeal, the written grievance should be filed directly with

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

T. Installation Head and Second Level of Appeal

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

U. Discrimination

When an employee alleges in his grievance appeal that the action com-

plained of is based in whole or in part on discrimination because of race, creed, color, or national origin, the claim of discrimination shall be adjudicated under the regulations of The President's Committee on Equal Employment Opportunity and Departmental regulations. However, this will not prohibit the Department from processing the grievance to a conclusion prior to the investigation and adjudication of the complaint of discrimination.

ARTICLE X

Adverse Action and Appeal Procedure

A. Eligibility to Appeal

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

B. Definitions

An "adverse decision" is an action which results in (1) a suspension of an employee from his job; (2) a discharge from employment; (3) a furlough without pay; and (4) reduction in rank or compensation, including those which are taken at the election of the Department after a classification decision by either the U.S. Civil Service Commission or the Department.

An "appeal" is a written request by an employee for reconsideration of an adverse decision.

An "appellant" is an employee who is appealing an adverse decision which has been taken against him.

The "Department" is the collective term incorporating all post offices, regional offices, special field establishments, and bureaus and offices domiciled in Washington, D. C.

C. Notice of Proposed Adverse Action

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

1. A statement of the most severe action warranted by the charges (e.g., removal, suspend for _____days) pending an analysis of the employee's reply.
2. Notification to the employee of his right to reply in person (and in the company of his representative if he so chooses) and in writing to the charges. His right to answer the charges in person is the right of reply to a representative of management who has either the authority to make a final decision on the proposed adverse action or to recommend what final decision should be made.
3. A statement informing the employee that he has a time limitation of ten calendar days from receipt of the letter of proposed adverse action in which to make his reply. (A delay in submission may be granted if good excuse is shown.)
4. A statement informing the employee that his reply will be fully considered before a decision is rendered.
5. A statement that the employee will receive a letter of decision and that if it is adverse, the employee will be advised as to the charge, or charges, relied upon as the reason, or reasons, for taking the adverse action.
6. A statement that the adverse action proposed will be affected not sooner than 35 calendar days from the issuance of this letter.

D. Duty Status During Notice Period

Employees against whom adverse action is proposed shall be retained in an active duty status during the notice period except when the circumstances are such that the retention of an employee in an active-duty status during the notice period may result in damage to Government property, or loss of mail or funds, or may be injurious to the employee, his fellow workers, or the general public. The employee may then be temporarily assigned to duties in which these conditions will not exist or placed on leave with his

consent. In an emergency case when because of the circumstances described in this paragraph the employee cannot be kept in an active-duty status during the advance notice period, the employee may be suspended without his consent.

This is a separate adverse action and the employee is entitled to a letter informing him of the reasons for his suspension, his right of reply and the time limit. An employee may be placed in a nonduty status with pay for such time, not to exceed five working days, as is necessary to effect his suspension. In the emergency case, the employee must receive at least a 24-hour notice of his suspension.

E. Notice of Decision

The employee shall be notified promptly in writing of the decision. If the decision is adverse the letter must state the reasons for the decision. The letter of adverse decision may confirm or reduce the penalty identified in the letter of proposed adverse action, but cannot increase the penalty. The adverse action must be clearly identified, and the effective date shown.

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

The letter or notice of adverse decision will inform the employee that his appeal through the Department's procedures must be submitted in writing clearly identifying the basis for the appeal, and it will inform the employee that his appeal must include a request for a hearing or a statement that no hearing is wanted.

The employee must also be assured in the notice that if he decides to appeal the adverse action, he will—

1. have freedom from restraint, interference, coercion, discrimination, or reprisal;
2. have the right to be accompanied, represented, and advised by a representative of his own choosing; and

3. be assured a reasonable amount of official time to prepare his presentation. (Not applicable in a situation where the employee is already serving an emergency suspension.)

The same rights (1) and (3) shall extend to the representative selected by the employee to assist him in the development and presentation of his appeal.

An appeal to the Civil Service Commission may be submitted at any time after receipt of the notice of adverse decision but not later than ten calendar days after the effective date of the adverse action.

F. Rights of Organizations with Exclusive Recognition Status

An organization having exclusive recognition status at the regional level for the craft group involved is entitled to the following:

1. To be notified of the time and place of the first level appeal hearing and to be given an opportunity to have a representative present throughout the hearing.
2. To be sent a copy of the first level appeal decision.

An organization having exclusive recognition status in craft group at the national level is entitled to the following:

1. To be notified of any hearings held by the Board of Appeals and Review and be given an opportunity to have a representative present throughout the hearing.
2. To receive a copy of the Board of Appeals and Review decision.

G. First Level Appeal

1. *Submission of the Appeal*

Employees under the jurisdiction of a postmaster who appeal an adverse action must direct their appeals to the Regional Director of the region in which they are employed and must submit a signed copy of the appeal simultaneously to the postmaster. In cases involving post office employees in which the Regional Director renders the initial decision, and not the postmaster, the first level appeal will be to the Division of Installations Management in the Bureau of Operations.

Employees in regional offices and special field offices, money order centers, supply centers, mail bag depositories, stamped envelope agency, capital equipment warehouses and the postal agency, must direct their appeals to the bureau head or office head of their corresponding office.

Regional employees must furnish a signed copy to the Regional Director, and special field office employees must furnish their field office heads with a signed copy of their appeal.

Employees in bureaus and Departmental offices (or who are under the jurisdiction of same) who appeal an adverse decision must route their appeals through the bureau head or office head for submission to the Office of the Deputy Postmaster General.

2. Preparation for the Hearing

If the appellant or his designated representative has requested a hearing, a hearing officer will be assigned who will, in not more than twenty calendar days from receipt of the appeal in the office, schedule and conduct a hearing. (Extensions of time will be granted if unusual circumstances so warrant.) Hearings will normally be held at the installation in which the appellant is employed. The appellant and the postal official who issued the notice of proposed adverse action will be advised at the least seven calendar days prior to the date of the hearing.

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

3. Witnesses

Appearances of witnesses will be encouraged, but shall be voluntary, and normally will be limited to one witness at a time. The administration of the oath or affirmation to witnesses will be given by the hearing officer. Postal employee witnesses will be on the clock for the period that they are necessary to the hearing. Witnesses shall have freedom from restraint, interference, coercion, discrimination or reprisal.

4. *Appeal Hearing Procedure*

The hearing of an appeal will be conducted by a hearing officer. The hearing officer will see that the hearing is conducted in an orderly manner. The hearing officer has the authority to exclude an unruly participant from the hearing; to suspend a hearing in response to a reasonable request; and to cause the hearing to be terminated.

The testimony of witnesses shall be under oath or affirmation, which will be administered by the hearing officer.

The hearing will be closed to the public.

The appellant and/or his representative and the official and/or his representative proposing the adverse action must be present throughout the hearing.

The appellant, or his representative, will have the opportunity to make an opening statement, following which management will have a like opportunity.

The appellant, or his representative, followed by management, will present such witnesses and documentary evidence as each deems necessary. Each party shall have the right to cross-examine witnesses for the other.

The hearing officer shall ask such questions of any witness as he believes necessary to a full and fair development of the facts.

At the conclusion of the presentation of evidence, management will have the opportunity to make a closing statement, following which the appellant, or his representative, will have a like opportunity.

5. *Summary and Finding of Fact*

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

The appellant and/or his representative and the official who pro-

posed the adverse action may within five calendar days of receipt of the hearing summary and the findings of fact submit their objections and statements to the Regional Director (bureau head, Office of the Deputy Postmaster General, Division of Installations Management, Bureau of Operations, or Office of Regional Administration, Office of the Postmaster General.)

Appellants who request a record or a transcript may secure same at cost.

6. *If No Hearing is Held*

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

7. *Letter of Decision*

The designated appellate office shall render a decision within ten calendar days of receipt of the complete file and the findings of the hearing officer (or investigator) and shall notify the employee and the postal official whose decision was appealed. (A delay not to exceed an additional five days may be made in unusual circumstances.)

The decision shall be in writing, dated, and must advise the employee of the reasons for the action taken, and notify him of his further appeal rights.

H. *Second Level Appeal*

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

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

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

An appeal to the Department's Board of Appeals and Review should be addressed to the Board of Appeals and Review, Bureau of Personnel, Post Office Department, Washington, D. C. 20260.

The appeal should contain a full statement as to the reason for appealing the decision, and a copy of the decision rendered in the case. The employee shall send a signed copy of the letter of second appeal to the appellate office which rendered the initial decision. Upon receipt of this copy of a letter of further appeal, the first level appellate office will promptly forward the entire appeal case to the Department's Board of Appeals and Review.

(1) *Review by Department's Board*

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

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

A decision of the Department's Board of Appeals and Review is final (appeal for a court ruling excepted) and shall be considered as the decision of the Postmaster General. In cases involving policy matters the Board may make privileged recommendations to the Postmaster General who will render the final decision.

The Department's Board of Appeals and Review will submit a written decision to the employee and copies to the appropriate offices and to other interested parties as the Board deems necessary.

I. Residual Authority of the Postmaster General

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

J. Termination of Appeal

An appeal shall be dismissed when so requested by the appellant. An

appeal may also be dismissed when the appellant is guilty of unreasonable delay.

K. Discrimination

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

ARTICLE XI

Advisory Arbitration

A. Coverage

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

(1) The decision of the official at the first level of appeal of an adverse action.

(2) The decision of the official at the second level of appeal on grievances.

(3) The differences between the Department and the Organizations as to the meaning and application of the provisions of this Agreement which cannot be resolved and which are not proper subjects for appeal through grievance, adverse action, or other appeal procedures may, by mutual consent of the parties to this Agreement, be submitted to advisory arbitration.

B. Limitations

The arbitrator's award is subject to the provisions of existing or future laws, regulations and policies.

The arbitrator's jurisdiction shall not be extended to include such areas of discretion or policy as the mission of the Post Office Department, its budget,

its organization, the technology of performing its work and the assignment of its personnel.

The arbitrator shall not have jurisdiction over promotions.

The arbitrator shall have no power to add to or subtract from, to disregard or modify, any of the terms of this or any agreements made by the undersigned parties.

It is understood by the parties that any and all arbitration proceedings are:

- (1) Advisory in nature with any awards or recommendations subject to the approval of the Post Office Department.
- (2) Shall not extend to changes in or proposed changes in agreements or Department policy.
- (3) Shall be invoked only with approval of the individual employee or employees concerned and the appropriate employee organizations party to this Agreement, except disputes concerning the Agreement which shall be by mutual consent.

C. Procedures

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

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

Within five working days after selection of the arbitrator and receipt of his consent to arbitrate the matter, the official whose decision is appealed

shall forward the entire file to the arbitrator. The method to be used in arbitrating the dispute is under the arbitrator's jurisdiction and control, subject to such rules and procedures as the parties may jointly prescribe. He is to make his own awards and write his own opinions based on the record established. He may not delegate this duty and responsibility to others in whole or in part without the knowledge and prior consent of both parties. The power of the arbitrator may be exercised in the absence of any party, who after due notice, fails to be present or obtain a postponement. The advisory award of the arbitrator, however, must be supported by evidence as it cannot be based solely upon the default of a party.

The advisory award shall be made not later than thirty days from the date of the closing of the hearing, or the receipt of a transcript and any post-hearing briefs, or if oral hearings have been waived, then from the date of receipt of the final statements and proof by the arbitrator, unless otherwise agreed upon by the parties. However, a failure to make an advisory award within thirty days shall not invalidate an award.

The arbitrator's advisory award shall be mailed to the official whose decision has been appealed, the employee, and the employee organization. The advisory award of the arbitrator may be further appealed by either party within ten working days from date of receipt of the award.

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

ARTICLE XII

Reassignments

A. Basic Principles and Reassignments

When it is proposed to:

- a. Discontinue an independent installation;
- b. Consolidate an independent installation (i.e., discontinue the independent identity of an installation by making it part of another and continuing independent installation);
- c. Transfer a classified station or classified branch to the jurisdiction of another installation;
- d. Reassign within an installation employees excess to the needs of a section of that installation;

- e. Reduce the number of career employees of an installation other than by attrition; or
- f. Reduce RPO, HPO or transfer office employment,

such actions shall be subject to the following principles and requirements:

1. Dislocation and inconvenience to employees affected shall be kept to the minimum consistent with the needs of the service.
2. The Regional Director shall give full consideration to withholding sufficient career positions within the area for career employees who may be arbitrarily reassigned.
3. No employee shall be allowed to displace, or "bump," another employee properly holding a position or assignment.
4. Organizations having exclusive recognition for the crafts or occupational groups affected shall be notified in advance (as much as six months whenever possible) of intended action, such notification to be at the regional level, except under d above, which shall be at the local level.
5. In the case of employees arbitrarily detailed or reassigned from one installation to another mileage, per diem, or reimbursement for movement of household goods, as appropriate, if legally payable will be governed by the standardized Government travel regulations as set forth in POD Methods Handbook M-9, "Travel."
6. Any employee volunteering to accept reassignment to another craft or occupational group, another branch of the postal service, or another installation shall start a new period of seniority beginning with such assignment, except as provided herein.
7. Whenever changes in mail handling patterns are undertaken throughout an area including several postal installations with resultant successive reassignments of personnel from various installations to one or more central installations, such reassignments shall be treated as details for the first 180 days in order to prevent inequities in the seniority lists at the gaining installations.
8. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous career service in the same craft. In determining seniority of special delivery messengers who received career status under Civil Service Regulation

3.101, that period of continuous service as a special delivery messenger prior to attaining career status shall be included.

9. All new Duty Assignments created in the gaining installation and all duty assignments in a newly established installation, shall be posted for bid. One hundred eighty days is computed from the date of the first detail of an employee. Bidding shall be open to all regular employees of the craft involved at the gaining installation. This includes "regular" employees assigned to the gaining installation.
10. In those offices brought into a centralized operation, the career substitutes in those offices, will be given an opportunity for assignment to the central operation as vacancies in the career substitute quota become available.

To be eligible for reassignment, the career substitute must meet the following requirements:

- a. Must make application in the manner and within the time prescribed for receipt of such application.
- b. Must have been on the payroll of that post office on the date of first official announcement of the centralized operation of the area.
- c. Must have been at the time of the first official announcement on the same roster designation as the regular employee who was arbitrarily reassigned to the centralized operation.
- d. Must meet all qualifications required of substitutes in the centralized operation.

Order of selection from these making application will be in accordance with their seniority.

Right of a substitute applicant for reassignment as a substitute to the centralized operation is lost if he becomes a regular in his present office. Those eligible will be allowed only one opportunity for reassignment.

11. Whenever in this agreement provision is made for reassignments it is understood that any person reassigned must meet the qualification requirements of the position to which reassigned.
12. Any employee arbitrarily reassigned to another craft or occupational group in the same or lower level, whether in the same or another installation, shall take seniority for preferred tours and assignments whichever is the lesser of:
 - (a) one day junior to the junior regular employee in the same

level and craft or occupational group in the installation to which reassigned, or

(b) retain his own seniority.

13. This agreement is effective only in relation to postal employees in the crafts and occupations exclusively represented at the national level by the signatory employee organizations.
14. This agreement does not apply to rural carriers except as specifically stated herein, nor does it modify the provisions of section B6 of this article, Reductions in RPO, HPO or Transfer Office Employment.
15. It is understood that any employee entitled hereunder to a specific placement may exercise such entitlement only if no other employee has a superior claim hereunder to the same position.
16. Surplus employees from non-mail processing and delivery installations placed in crafts covered by this Agreement shall be assigned to the foot of the existing substitute roll of the affected craft, or equivalent if no substitute classification exists, and shall begin a new period of seniority effective the date of reassignment.

B. Special Provisions on Reassignments

In addition to the general principles and requirements above specified the attached specific provisions are applicable:

1. *Discontinuance of an Independent Installation*

When an independent installation is discontinued all career employees shall to the maximum extent possible be arbitrarily reassigned to continuing postal positions in accordance with the following:

- a. Arbitrary reassignment of regular employees with their seniority for preferred assignments and tours of duty to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the discontinued installation, provided that when two or more such vacancies are simultaneously available first choice of assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.
- b. Arbitrary reassignment of regular employees for whom placement is not available under B.1.a. above in other crafts or occupational groups in which they meet minimum qualifications at the

same or lower level with seniority for preferred assignments and tours under (1) or (2) below, whichever is lesser:

(1) one day junior to the seniority of the junior regular employee in the same level and craft or occupation in the installation to which assigned, or

(2) retain his own seniority.

- c. Arbitrary reassignment of career substitutes with seniority in any vacancy in the substitute quota in the same craft or occupational group at any installation within 100 miles of the discontinued installation.
- d. Arbitrary reassignment of career substitutes for whom placement is not available under B.1.c. above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level at the foot of the existing substitute roster at the receiving installation.
- e. Regular employees for whom no vacancies are available by the time installation is discontinued shall be changed to career substitutes and placed as such, but shall for six months retain placement rights to vacancies developing within that time within any installation within 100 miles of the discontinued installation on the same basis as if they had remained regular.
- f. Employees, regular or substitute, arbitrarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level and occupation from which reassigned.

2. Consolidation of an Independent Installation

- a. When an independent postal installation is consolidated with another postal installation each career employee, regular or substitute, shall be arbitrarily reassigned to the continuing installation without loss of seniority in his craft or occupational group.
- b. Where reassignments under 2a preceding result in an excess of employees in any craft or occupational group in the continuing installation, identification and placement of excess employees shall be accomplished by the continuing installation in accordance with the provisions of this Agreement covering such situations.
- c. If the consolidated installation again becomes an independent installation, each employee whose reassignment was necessitated by the previous consolidation shall be entitled to the first vacancy

in the reestablished installation in the level and craft or occupational group held at the time the installation was discontinued.

3. *Transfer of a Classified Station or Classified Branch to the Jurisdiction of Another Installation*

- a. When a classified station or classified branch is transferred to the jurisdiction of another installation all career employees shall at their option remain with the classified station or classified branch without loss of seniority, or remain with the installation from which the classified station or classified branch is being transferred.
- b. A realistic appraisal shall be made of the number of employees by crafts or occupations who will be needed in the station after transfer, and potential vacancies within these requirements created by the unwillingness of employees to follow the station to the new jurisdiction shall be posted for bid on an office-wide basis in the losing installation.
- c. If the postings provided in Paragraph 3b preceding do not result in sufficient employees to man the transferred classified station or classified branch junior employees by craft or occupational group on an installation-wide seniority basis in the losing installation shall be arbitrarily reassigned to the classified station or classified branch and each employee thus arbitrarily reassigned shall be entitled to the first vacancy in his level and craft or occupational group in the installation from which transferred.

4. *Reassignment Within an Installation of Employees Excess to the Needs of a Section*

- e. The identification of assignments comprising for this purpose a section shall be determined locally by negotiations between the installation head and the organization having local exclusive recognition for the craft and occupational group. If no organization has such exclusive recognition the installation head shall identify the section after consultation with employee organizations having formal recognition at the local level.
- b. Regular employees, excess of the needs of a section, starting with that employee who is junior in the same craft or occupational group, assigned in that section, shall be reassigned outside the section, but within the same craft and occupational group. They shall retain their seniority and may bid on any existing vacancies.
- c. Such reassigned regular employee retains the right to retreat to the section from which withdrawn only upon the occurrence

of the first vacancy. Failure to bid for the first available vacancy will end such retreat right.

- d. The assignment vacated by the reassignment of the junior employee from the section shall be posted for bid of the regular employees in the section. If there are no bids the junior remaining employee in the section shall be assigned to the vacancy.
 - e. A rural carrier becoming a city carrier upon the conversion of a rural route to city delivery shall permanently assume seniority one day junior to that of the junior city carrier or shall retain his own seniority, whichever is less.
5. *Reduction in the Number of Employees in an Installation Other than by Attrition*

When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition that installation:

- a. Shall determine by craft and occupational group the number of excess employees;
- b. Shall to the extent possible minimize the impact on career employees by separation of temporaries;
- c. Shall to the extent possible minimize the impact on regular positions by reducing substitute hours;
- d. Shall identify as excess the necessary number of junior regular employees in the craft and occupational group affected, on an installation-wide basis, and make reassignments within the installation as follows:
 - (1) An excess regular employee who is qualified for a vacant assignment of his level in another craft shall be arbitrarily reassigned with seniority in the other craft as provided in general paragraph 12, Article XII. (Seniority Supplemental—Section D.2.c. shall not apply.)
 - (2) He shall be returned at the first opportunity to the craft from which he was reassigned.
 - (3) When returned he retains seniority previously attained in the craft augmented by his intervening employment in the other craft.
 - (4) The right of election by a senior employee provided in paragraph e.(1) below is not available for this cross-craft reassignment within the installation.

e. Reassignments to other Installations.

- (1) After making reassignments within the installation, arbitrarily reassign such excess regular employees, starting with the junior, as provided for employees of a discounted installation (see general item 12), except that any senior employee in the same craft or occupational group in the same installation may elect to be reassigned to the gaining installation and take the seniority of the junior regular employee subject to arbitrary reassignment.
- (2) If more than one senior regular employee elects to be reassigned to the gaining installation, the senior of such regulars shall take the seniority of the junior employee with the most seniority; the next such senior regular shall take the seniority of the next junior employee with the next most seniority, and so on.
- (3) Such senior employees who elect to accept reassignment to the gaining installation do not have retreat rights.
- (4) A regular employee shall have the option of changing to career substitute in the same craft or occupational group in lieu of arbitrary reassignment.
- (5) Employees involuntarily reassigned under 5e.(1) above, other than senior employees who elect to be reassigned in place of junior employees, shall be entitled at the time of such reassignment to file a request to be returned to the first vacancy in the level, in the craft or occupational group in the installation from which reassigned, and such request shall be honored so long as he does not withdraw it or decline to accept an opportunity to return in accordance with such request.

6. Reductions in RPO, HPO or Transfer Office Employment:

a. Order of Withdrawal:

Withdraw the junior clerk on the basis of service seniority, pool clerks at the different headouts of the same RPO or HPO to select the junior clerk.

b. Election:

- (1) A supervisor or a senior clerk may elect to take the place of a clerk being withdrawn by permanently taking that clerk's service seniority. Employees who have made this election before September 30, 1961, regain their service seniority when returned to the RPO, HPO or transfer office from which withdrawn.

- (2) A supervisor withdrawn from his level may be changed to a clerk at this request. If no assignment is vacant the junior employee shall be withdrawn therefrom and the supervisor placed in the assignment so vacated.

ARTICLE XIII

Assignment of Ill or Injured Employees

A. Introduction

The Department and Organizations with exclusive recognition rights, recognizing their responsibility to aid and assist deserving employees who through illness or injury are unable to perform their regularly assigned duties, agree to the following provisions and conditions for reassignment to temporary or permanent light duty or other assignments. It will be the responsibility of each postmaster to implement the provisions of this agreement within his office.

B. Employee's Request for Reassignment

1. Temporary Reassignment

Any employee recuperating from a serious illness or injury and temporarily unable to perform his regularly assigned duties may submit a written request to the postmaster for temporary assignment to a light duty or other assignment. The request shall be supported by a medical statement from a licensed physician, stating when possible the anticipated duration of the convalescence period. Employee agrees to submit to a further examination by a Public Health Service doctor or a physician designated by the postmaster, if that official so requests.

2. Permanent Reassignment

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

condition of the 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.

Postmasters shall show the greatest consideration for employees requiring light duty or other assignments, giving each request careful attention, and reassign employees to the extent possible in his office. When a request is refused the postmaster shall notify the concerned employee in writing, stating the reasons for his inability to reassign him.

C. Local Implementation

It is desirable, due to varied size post offices and conditions within post offices, that the following important items having a direct bearing on these reassignment procedures, shall be determined by negotiations between the postmasters and the organizations having exclusive recognition at the local installations, or consultation with formal organizations.

1. **Establishment of Light Duty Assignments**—Through local negotiations or consultation as appropriate, each office will establish the assignments that are to be considered light duty for each craft represented in the office. These negotiations or consultation should explore ways and means to make adjustments in normal assignments, to convert them to light duty assignments without seriously affecting the production of the assignment.
2. **Number of Light Duty Assignments**—The number of assignments within each craft that may be reserved for temporary or permanent light duty assignments, consistent with good business practices, shall be determined by past experience as to the number of reassignments that can be expected during each year, and the method used in reserving these assignments to insure that no regularly assigned employee will be adversely affected, will be defined through local negotiations.

D. General Policy and Procedures

Every effort should be made to reassign the concerned employee within his present craft or occupational group. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.

The employee must be able to meet the qualifications of the position to which he is reassigned on a permanent basis. On temporary reassignment,

qualifications can be modified provided excessive hours are not used in the operation.

The reassignment of any employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any regular employee on a scheduled assignment.

The reassignment of any employee under the provisions of this Article to an agreed-upon light duty temporary or permanent or other assignment within the office, such as type of assignment, area or assignment, hours of duty, etc., will be the decision of the postmaster who will be guided by the examining physician's report, employee's ability to reach his place of employment and ability to perform the duties involved.

An additional position can be authorized within the craft or occupational group to which the employee is being reassigned, if the additional position can be established out of the auxiliary hours being used in that operation without increasing the overall hour usage. If this cannot be accomplished then consideration will be given to reassignment to an existing vacancy.

The postmaster shall review each temporary reassignment once each postal quarter to determine the need for continuation of the assignment, requesting the reassigned employee to submit to a medical review by the United States Public Health Service or a physician designated by the Postmaster if the postmaster believes such action is necessary.

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

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

1. The resulting regular vacancy in the complement, not necessarily in the particular duty assignment, of the losing craft or occupational group from which the employee is being assigned shall be posted to give regular employees in the gaining craft the opportunity to be assigned to the vacancy if they so desire.
2. If no regular accepts the opportunity to be assigned to the vacancy in the complement, not necessarily in the particular duty assignment, in the other craft, the senior substitute on the opposite roll who wishes to accept the vacancy shall be assigned to the regular vacancy in the complement of the craft of the reassigned employee.

F. Seniority of an Employee Assigned to Another Craft

An employee assigned to another craft or occupational group in the same or lower level in the same installation shall take the seniority for preferred tours and assignments whichever is the lesser of (a) one day junior to the junior regular employee in the craft or occupational group, (b) retain his own seniority.

ARTICLE XIV

Compensation—Higher Level Duties

Higher Level Compensation: Conditions for payment of salary to an employee detailed to perform the duties of a position in a salary level higher than his own.

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

1. Any employee who has served in any higher level position on and after October 12, 1962 shall be given credit beginning January 1, 1963, for time served in one of the positions of higher level. This accumulated time shall be added to any other time served in the same higher level position on and after January 1, 1963. After 30 working days of total creditable service has been accumulated the employee shall be paid at the higher rate pursuant to law.
2. Any employee who on and after January 1, 1963, serves in any higher level position shall accumulate and carry over all such credit from January 1, 1963, to each succeeding calendar year.
3. Once an employee has accumulated 30 days of creditable service in a higher level he does not have to reaccumulate such days year after year for entitlement to immediate pay when assigned to perform the duties of any position in a higher level.
4. Clerks in Third Class Offices. For any absence of the postmaster on day(s) for which the postmaster has been officially and previously scheduled for duty, the clerk assigned to replace the postmaster will receive, for each day of such absence, compensation at the rate of the postmaster's position after 30 days of assignment to the higher level position.

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

1. An employee demoted to a lower level position shall upon detail to an established and ranked position in a higher level, not higher than the position ranking formerly held, be immediately eligible for higher level compensation.
2. An employee detailed to a seasonal or temporary limited, established and ranked position of higher level, except acting postmaster, shall be eligible immediately upon assumption of the duties of the seasonal or temporary limited position.
3. A post office employee in a stationary unit who is detailed to road duty in an RPO or HPO in a higher level position shall be eligible-immediately for higher level compensation. Pay for service as a distribution clerk, RPO or HPO PFS-5, shall be at the appropriate substitute rate. Pay for road duty in positions in PFS-6 or above shall be computed as if rendered in a surplus capacity.
4. Any regular employee in the clerk, city carrier and special delivery messenger crafts detailed to higher level "preferred assignments" previously established and ranked position shall be immediately eligible for higher level compensation under these conditions:
 - a. The position shall be one of those listed below:

<u>Position Number</u>	<u>Title</u>	<u>Craft or Crafts</u>
K.P. 17	Claims Clerk—Paying Office	Clerk
S.P. 2-3	Information Clerk	Clerk
S.P. 2-4	Scheme Examiner	Clerk
S.P. 2-41	Special Distribution Clerk	Clerk
S.P. 2-156	Wholesale Stamp Clerk	Clerk
S.P. 2-157	Special Postal Clerk	Clerk
S.P. 2-158	Schedule Clerk—Foreign Mails	Clerk
S.P. 2-181	General Office Clerk—Foreign Mails	Clerk
S.P. 2-195	Vehicle Operations Maintenance Assistant	Clerk, Carrier or Special Delivery Messenger
S.P. 2-218	Receiving Clerk—Foreign Air Mail	Clerk

S.P. 2-241	Distribution & Dispatch Expediter	Clerk
S.P. 2-261	Carrier-Technician	Carrier

- b. The position is not more than two levels above the current level of the detailed employee.
 - c. The position is not higher than PFS-5.
5. Any regular employee in the Motor Vehicle Service or the Maintenance (formerly Custodial) Service detailed to a higher level, non-supervisory previously established and ranked position shall be immediately eligible for higher level compensation under the following conditions:
 - a. The position is not higher than PFS-5.
 - b. The position is not more than two levels above the current level of the detailed employee.
 - c. The position is located in either the Motor Vehicle or the Maintenance Service, as appropriate.
 - d. The position is in the same occupational craft as that held by the detailed employee.
 6. Any employee below PFS Level 4 assigned as a substitute detailed to perform the duties of a PFS Level 4 position shall immediately receive the pay of that position at the substitute rate.

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

1. The phrase "to a salary level higher than his own" shall mean to a position which has been established, approved as to job content, ranked, and approved for use by an authorized postal official higher in the organization structure than the supervisor of the work unit in which the position is located.
2. First recourse to detailing employees to higher level assignments shall be eligible, qualified, and available employees in the immediate work area having the temporarily vacant higher level position. The "work area" shall be a matter of local negotiation.
3. Details to perform the work of a higher level position will be accomplished only by a written management order which directs the employee to perform the work of the higher level position. The fact that the employee was directed in writing to perform the work of a higher level position will be accepted as evidence that the employee performed all the required duties of the assigned position.

ARTICLE XV

Compensatory And Duty Assignments

A. Annual Rate Employees

The following provisions shall apply to regular annual rate employees represented by the Organizations except those assigned to road duty, rural carriers and Level PFS-2 clerks in third-class post offices:

1. *Work week and hours of duty*

All regular annual rate employees in field installations of the postal service shall be scheduled for duty on the standard work week of Monday through Friday. In the interest of economy and efficiency, assign regulars where there is 8 hours to be performed within 10 hours on a permanent schedule. Wherever practicable, without detriment to the service, arrange schedules so that the hours of service are performed within a period of less than 10 hours, with at least $\frac{1}{2}$ hour for rest or lunch. Wherever possible, the assignment should be established on a 5-day week basis.

2. *Assignment of Weekend Duty:*

a. After the number of assignments needed to meet the service requirements on weekends has been determined by local management, the installation head shall negotiate with local exclusive employee organizations and consult with formal organizations on the procedure for assignment of individuals to be scheduled for necessary weekend duty. Assignments shall be made sufficiently in advance to permit adequate notice to employees and as local work load conditions require. As a minimum employees shall be notified no later than the end of their tours of duty Thursday of the days and hours of weekend duty. Assignments shall be adjusted to meet service needs and shall be displayed on appropriate bulletin boards. Mutual "swap-ping" agreements may also be negotiated locally.

b. Hours of duty on Saturday and/or Sunday are considered to be duty in excess of the standard schedule days and shall be made up by giving the employee compensatory time as prescribed. Special provisions for payment of overtime in lieu of compensatory time may be established for the month of December by the Department.

3. *Assignment of Compensatory Time:*

a. Employees shall be notified no later than end of tour of duty

on Thursday of their scheduled compensatory time the following week.

- b. Earned compensatory time of less than 8 hours that is not carried forward and combined with other service shall be granted on one day within 5 working days; except that, at the request of the employee, the head of the postal installation may grant the earned compensatory time on several days within the 5 working days if service will not be impaired.
- c. When at least 8 hours has been accumulated, pursuant to law the employee must be scheduled and granted one full day off of 8 hours on Monday through Friday within 5 working days after the accumulation of the 8 hours. The 8 hours available shall not be used over lesser periods than one full day. The assignment of specific compensatory days off for individuals will be accomplished by local negotiations.

B. Clerks in Third Class Post Offices

All regular annual rate clerks in Third Class Post Offices shall be scheduled for duty not in excess of 40 hours a week or 80 hours in a pay period. Such clerks may be required to work extra hours in emergencies.

C. Substitute Employees

1. Scheduling of Substitutes

- a. Subject to service requirements, substitutes shall be scheduled in advance and notified prior to the end of their tour of duty as to when their service will be required the following day. Substitutes shall not be required to remain at home or call the Post Office to ascertain whether their services are needed.
- b. The above requirement does not include Mobile Unit substitutes as their notification is made either by letter or by telephone.

2. Substitute Work Assignments

- a. Career Substitutes.
 - (1) Assignment within Craft. Career substitute employees normally shall be assigned within the craft to which appointed. (See Article XIV, B.6)
 - (2) Details in Another Craft. Qualified career substitute employees may be detailed to work in another craft. They

must meet any special requirements such as the possession of a valid motor vehicle operator's identification card or the ability to distribute mail by appropriate scheme. (See Article XIV, B.6)

- (3) **Distribution of Work Among Career Substitutes.** When full employment is not available for all career substitutes, or extra substitute work hours are required of career substitutes, distribute the workload as fairly as practicable among qualified career substitutes within the same craft.

b. **Temporary Substitutes.**

Temporary substitutes must not be employed to the detriment of career substitute employees. This means that temporary substitutes ordinarily shall not be given work assignments in a craft when qualified and available substitutes in the craft are not employed for an average of forty or more hours weekly.

3. ***Rest Day***

Career or temporary substitutes should not be employed for more than 6 days in any calendar week except in December and in unusual circumstances which preclude normal work schedules.

4. ***Annual and Sick Leave***

Annual and sick leave shall be credited and granted to substitute employees as provided in Part 721 of the Postal Manual except that a substitute shall be granted sick leave at the maximum rate of 8 hours for each whole leave day of his absence other than as provided in (1) or (2) below:

- (1) Where he normally is scheduled for and performs less than 8 hours of work, sick leave granted for one day shall equal the hours he would have worked.
- (2) When in his absence substitutes average less than 8 work-hours, sick leave granted shall be equal to the whole hour nearest to the average daily workhours by substitutes in the same work group of his craft.

D. Fill Clerk Assignments in RPOs, HPOs and Transfer Offices

1. ***Definitions***

- a. An RPO or HPO is a "line" (RPO, HPO or combination

RPO-HPO). If operated in two or more divisions, such as East and West, each is a separate RPO or HPO.

- b. Each transfer office with one or more full time assignments is a separate transfer office, including offices separately located and operated independently of each other in the same city. The assignment of transfer clerk, AMF, is excluded from these procedures.
 - c. (1) In an installation those level 5 and lower positions in the clerk craft which are assigned by the installation head to assist those responsible for RPO, HPO and transfer office management are covered by the Agreement.
 - (2) When making selections to fill any of the assignments identified in Paragraph 1c(1) whether by promotion, re-assignment, or otherwise, the best qualified candidate shall be selected from an RPO, HPO, a transfer office, or from the post office when such candidate meets the Department's qualification standards.
 - (3) A clerk other than a former RPO, HPO or transfer clerk in such an assignment is eligible for change to any post office assignment for which he was eligible before December 19, 1961.
2. *Changes within a RPO, HPO or Transfer Office*
 - a. Each RPO, HPO and transfer office is a separate entity within which clerks may bid for preferred assignments.
 - b. Bids by clerks shall be considered in the order of service seniority. Making assignments according to bids shall be completed before otherwise filling vacant regular assignments.
 3. *Filling Vacant Regular and Substitute Clerk Assignments in RPOs, HPOs and Transfer Offices:*

The installation head shall fill vacancies in RPOs, HPOs and transfer offices in his charge, including assignments in any new RPOs, HPOs, or transfer offices, from the following priority groups, proceeding to a lower group when no qualified eligible is available in a higher group:

- a. **FIRST:** Return from other postal assignments to the RPO, HPO or transfer offices applicants withdrawn therefrom before July 23, 1960 as "surplus" or thereafter by reason of curtailed employment. The order of consideration is "last out, first back." Eligibility in this priority is lost by failure to be an applicant for return at the first opportunity.

- b. **SECOND:** Place any regular or substitute clerk who is excess to the needs of a RPO, HPO or transfer office or who for such reason has been assigned in an installation clerical assignment.
- (1) On his *application*, in any vacant regular or substitute RPO, HPO, or transfer office assignment.
 - (2) Where no applicant is entitled to *consideration* under procedures in subparagraph b(1) above, mandatorily change any clerk from an assignment in which he is retaining a protected compensation rate to a vacant regular assignment in a salary level equal to his retained rate.
 - (a) In an RPO or HPO with headout the same as his former permanent headout, or
 - (b) In a transfer office at the post office where he is employed. Break any tie among eligibles by placing first the clerk who has the least service seniority.
- c. **THIRD:** Select from all of the following the qualified applicant with the greatest service seniority who has applied for the vacant assignment at level 5. This is one priority group with no sub-priority separations. No applicant otherwise eligible for voluntary change under this paragraph shall be changed from regular to substitute.
- (1) RPO, HPO, and transfer office regular and substitute employees who are employees of the post office in charge of the assignment applied for, or employees of another installation and assigned or residing at the headout or within convenient commuting range of the assignment applied for.
 - (2) Former terminal and airport mail facility regular and substitute clerks merged into post offices who applied by January 9, 1961, for a change to an RPO or HPO assignment for which they were eligible before the merger.
- d. **FOURTH:** Change to regular the senior substitute clerk who is assigned (1) to the RPO or HPO at the headout for the vacant assignment being filled, or (2) to the transfer office where the vacant assignment is being filled.

Each substitute clerk should be assigned to one RPO, HPO or transfer office. Assignments should be made to satisfy normal service requirements without necessitating or approving excessive deadheading to and from tours of duty. No substitute should be assigned to an RPO, HPO or transfer office, or at a headout where there would not be substantially full-time work for him except where he may be kept fully employed by detail to other road or transfer office assignments.

SENIORITY NOTE: Changes made under the **FIRST** through the **FOURTH** priority are without loss of seniority.

- e. **FIFTH:** For *substitute* employment, select the senior qualified applicant from the installation where the transfer office is located, or at the headout for a mobile assignment. Post such openings in accordance with Article XXII for applications by regular and substitute clerks.
- f. **SIXTH:** If the substitute opening is not filled under the **FIFTH** priority, repeat the posting in the installation in charge of the RPO or HPO or transfer office. Select the senior qualified applicant.

SENIORITY NOTE: Regular or substitute employees who change to RPO, HPO or transfer office substitutes under the **FIFTH** or **SIXTH** priority begin a new period of seniority.

- g. **SEVENTH:** For *substitute* employment, select an applicant from any installation, reemploy an applicant for reinstatement, transfer an applicant from another Federal agency, or recruit from the eligible list at the installation where the employee is needed. The employee selected under this priority begins a new period of seniority except as provided for in the Supplemental Agreement on Seniority.

4. *Substitute Clerks for RPOs, HPOs and Transfer Offices:*

a. *Substitutes with Appointment in Level 4 and 5:*

A substitute clerk with dual appointments in level 4 and 5 may decline change to regular in level 4 when he is reached in order on the level 4 substitute clerk roster. If he declines, his name shall be removed from the level 4 substitute clerk roster and he shall not be considered again for change to regular in level 4. Procedures in paragraph 3d of this Article govern change to regular in level 5. Change to regular in either level 4 or level 5, terminates substitute appointments in both level 4 and 5. No new dual appointments are to be made for RPO, HPO or transfer office.

b. *Details:*

- (1) Substitute clerks in RPO, HPO and transfer office assignments may be interchanged by detail, and may be used in level 4 assignments occasionally where necessary to provide a reasonable amount of work if such employees are available and needed to supplement the level 4 substitute clerks. Should service changes substantially eliminate em-

ployment in level 5 for any RPO, HPO, or transfer office substitute, change to level 4 should be initiated, the same as for regular employees.

- (2) In emergencies, and at places where substitutes assigned to RPOs, HPOs or transfer offices are not available, other employees may be detailed to road or transfer office assignments. Headout installation heads shall cooperate with installation heads in charge of RPOs or HPOs by arranging for the detail of qualified employees at those headouts.

5. Reorganization—Opening All Assignments for Bids:

The installation head may authorize a general reorganization in which all assignments in a RPO, HPO or a transfer office will be open for bids (1) When there is a major service change which justifies general bidding, or (2) When mutually agreed by the installation head and the appropriate certified employee organizations, but there shall be no more than one mutually agreed upon reorganization in a twelve month period, or sooner than six months after a general reorganization by reason of a major service change.

ARTICLE XVI

Vacation Planning

A. Basic Agreement

It is agreed to establish a nationwide program for vacation planning with emphasis upon the choice vacation period or variations thereof.

B. Formulation of Leave Program

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

1. Postmasters and supervisors shall be responsible for scheduling and granting annual leave on an equitable basis with due regard for the needs of the service and the welfare of the employees. Care shall be exercised to assure that no employee is required to forfeit any part of his annual leave.

2. Each employee shall be responsible for planning his vacation period in accordance with his personal desires subject to the approval of his supervisor.
3. Plans to program annual leave on a year-round basis, excluding the month of December, shall be made prior to or immediately after the beginning of each leave year. Establishment of the choice vacation period may be determined by local negotiations. Local agreements may exclude specific periods, in addition to December, from the choice vacation period because of known local service requirements for such periods.
4. The length of the continuous vacation period granted each employee during the choice vacation period shall be substantially as outlined below. Reasonable variations may be made provided they are consistent with local service requirements and the employee's desires. The inclusion of the weekend at the beginning and end of a vacation period shall be the subject of local negotiations.
 - a. Employees earning 13 days days annual leave per year shall be granted up to 10 days during the choice vacation period. The remainder of their annual leave may be granted at other times during the year.
 - b. Employees earning 20 days per year shall be granted up to 15 days during the choice vacation period. The remainder of the annual leave may be granted at other times during the year.
 - c. Employees earning 26 days per year shall be granted up to 15 days during the choice vacation period. The remainder of the annual leave may be granted at other times during the year.
5. The number of employees granted annual leave during any given period shall be governed by service requirements and the number of employees available for necessary replacement.
6. Whenever it is not possible to meet advance commitments for granting annual leave within the availability of normal replacements, the 40-44 hour work week of substitute employees may be expanded, and/or a limited amount of overtime may be used.
7. Whenever for justifiable reasons an employee desires to take his vacation during a period which conflicts with that of other employees already scheduled, every reasonable effort will be made to work out a mutually agreeable exchange of periods.
8. Rural carriers shall be granted annual leave in minimum units of 1 day in accordance with their personal wishes, provided a substitute

rural carrier of record is available for their replacement. It shall be the responsibility of each rural carrier to plan his vacation at times when a substitute of record is available.

9. Postmasters shall prepare a written outline of each step of the negotiated leave plan. A copy of the plan shall be kept on file in the postmaster's office, and a copy shall be placed on employees' bulletin boards, or otherwise made accessible to all employees.

ARTICLE XVII

Transportation Between Stations

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

B. An employee who has been duly authorized by a proper postal official, and who is required to travel from one unit of a post office to another in an emergency situation, shall be allowed such necessary travel time on the clock and shall be authorized transportation expenses therefor.

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

ARTICLE XVIII

Position Descriptions

A. Position Identification

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

B. Availability of Position Descriptions

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

C. Criteria of Position Descriptions

The criteria published in the Regional Manual for authorization of a Key, Standard, or Individual Position when not part of the officially published position descriptions shall be furnished to the respective exclusive organization.

ARTICLE XIX

Safety and Health

SAFETY AND HEALTH COMMITTEES

It is the responsibility of management to provide safe working conditions and to develop a safe working force. The Organizations offer to cooperate with and assist management to live up to this responsibility.

The Department and the Organizations insist on the observance of safety rules and safe procedures by employees and insist on correction of unsafe conditions.

To assist in the positive implementation of the program there will be established at each postal installation having 100 or more employees a joint Labor-Management Health and Safety Committee. Similar committees may be established by negotiation in installations having fewer than 100 employees.

The membership of the committee will consist of the installation head or his representative (who shall be the Chairman), the safety officer (who will serve as Secretary), one supervisors' representative and one representative from each craft, to be selected as follows:

1. Each Organization with exclusive recognition in the installation shall designate a committee member for the craft it represents,

2. If no organization has exclusive representation for a particular craft at the installation level an organization with formal recognition at the local level and exclusive recognition at the national level shall designate a committee member for that craft, and
3. In all other instances each organization with formal recognition at the installation level shall nominate three employees in the craft concerned to the installation head who shall select one from all nominees presented as a committee member.

Conflict of interest situations could occur if grievance representatives of the Organization are members of the Safety and Health Committee, therefore, such grievance representatives should not be on the Committee.

In order to insure the broadest exposure of the program to employees, to develop interest by active participation of employees, to insure new ideas being presented to the Committee and to make certain employees in all areas of an installation have an opportunity to be represented except for the Chairman and Secretary, the Committee members shall not serve more than one 12 month period during two successive years.

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

The Health and Safety Committee shall meet at least quarterly and at such other times as designated by the Chairman. The meeting shall be on official time. Each Committee member shall submit agenda items to the Secretary at least three (3) days prior to the meeting.

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

ARTICLE XX

Uniforms

A. All Uniforms

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

B. Window Clerk Attire

Eligibility for uniform allowance

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

Uniform items to which uniform allowances are applicable:

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

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

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

ARTICLE XXI

Employee Service

Vending Machines:

Each craft or occupational group of employees is entitled to have one representative on the Employee Welfare Committee having control over vending machine operations in work rooms and swing rooms.

Any organization with exclusive recognition at the installation and any Organization party to this Agreement that has formal recognition at the installation on January of each year shall submit the names of three persons to the installation head, who shall select one to represent the craft or occupational group involved within thirty days after receipt of the list. The list may or may not include the incumbent.

If no craft or occupational group has formal or exclusive recognition an election shall be held by such craft or occupational group and the installation head shall select one of the three persons receiving the highest number of votes.

The Employee Welfare Committee shall meet regularly but in any event no less than once each six months.

The expenditure of funds of the Employee Welfare Committee shall be by three-fourths vote. The accounting and auditing of all funds shall be as prescribed by regulations governing such funds in official Departmental publications.

The rates charged the Employee Welfare Committee for utilities furnished shall be as prescribed by the Post Office Department.

ARTICLE XXII

Posting

A. Except for rural carrier vacancies, duty assignments shall be posted as follows:

1. All vacant duty assignments or newly established duty assignments shall be posted within 7 working days after a determination has been made the position is not to be reverted. If a vacant duty assignment has not been posted within 30 days, upon request, the installation head or his designee should consult with the organization concerned.
2. If the vacant assignment is reverted, a notice shall be posted within 7 working days, advising of action to be taken and reason therefor.
3. The determination of what constitutes a sufficient change of duties

to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.

4. No assignments will be posted because of change in starting time unless the change exceeds one hour. Whether to post or not is negotiable if it exceeds one hour.

B. Place of Posting

A notice shall be posted conspicuously in such place or places at the installation where the vacancy exists including stations and branches of post offices, as to assure that it comes to the attention of employees eligible to submit bids.

C. Length of Posting

The notice shall remain posted for not less than 7 calendar days.

D. Information on Notices

The notices shall describe:

- a. The duty assignment by position title and number (e.g. key, standard or individual position)
- b. PFS salary level
- c. Scheme knowledge requirements where applicable
- d. Hours of duty
- e. The principal assignment area (e.g., section and/or location of activity)
- f. Qualification standards
- g. Physical requirements unusual to the specific assignment
- h. Invitation to employees to submit bid
- i. Whether the compensatory day(s) are fixed or rotating
- j. If city carrier route is involved the carrier route number shall be designated.

E. Successful Bidder

1. Within 7 days after the closing date of a posted assignment, the postmaster shall post a notice stating the successful bidder and his seniority date.
2. Except when the position requires scheme knowledge, the senior bidder meeting the qualification standards established for the position and any unusual requirement posted shall be assigned as soon as practicable, consistent with the needs of the service. When the position requires scheme knowledge, the senior bidder has not in excess of 90 days to qualify.
3. Normally the successful bidder shall work the duty assignment as posted.

ARTICLE XXIII

Promotions

In recognition of the extensive consultations that have taken place between the Post Office Department and the Employee Organizations over the past three years on promotions, and in recognition of the fact that existing promotion procedures must be immediately implemented and that the proposed implementation has been the subject of consultation with the Organizations, it is agreed that the revised promotion procedures as implemented will remain in effect until June 1, 1965, without regard to the termination date of this Agreement.

The Department and the Organizations agree that the establishment of procedures for determining: (1) the method of qualifying employees to be placed on an eligibility list, (2) the zone of consideration within such eligible registers from which selection for promotion to initial level supervisory positions shall be made, and (3) appropriate appeal procedures on violations of the established promotion procedures, are negotiable. The Department agrees to open negotiations with the Organizations to establish the above procedures at least 30 days prior to June 1, 1965.

The promotion procedures now in effect for the Motor Vehicle and the Maintenance (custodial) Services will remain in effect until changed by the procedures provided above.

It is understood that any an all aspects of promotion procedures must

comply with Civil Service Regulations and be approved by the Commission.

ARTICLE XXIV

Postal Manual Conflict

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

ARTICLE XXV

Duration of Agreements and Special Provisions

A. Agreement and National Supplemental Agreement

This Agreement and National Supplemental Agreements, hereinafter referred to as the Agreements, shall become effective as of July 1, 1964, and shall remain in effect through October 31, 1965. They will automatically be renewed for biennial periods unless at least 60 days prior to October 31, 1965, or any subsequent anniversary date, either party gives notice to the other in writing by Certified Mail of its desire to modify or amend the Agreements.

Six months after the effective date of these Agreements, or of any renewal anniversary date thereof, either party may serve a written Notice to Reopen upon the other for the purpose of negotiating amendments to these Agreements. Said Notice shall indicate generally the subject matter of the proposed amendments. Such Notice shall be sent by Certified Mail and may be served only once during a calendar year. Any resulting negotiations shall take place for not more than 15 working days, unless otherwise mutually agreed upon.

The parties may by mutual consent reopen these Agreements at other times and negotiate for such period as may be mutually agreed upon.

Any amendments agreed upon as the result of reopening these Agreements shall take effect upon a date mutually agreed upon by the parties.

B. Duration of Local Agreements

Local agreements and supplements thereto shall remain in effect through October 31, 1965. They will automatically be renewed for biennial periods unless different renewal modification, amendment or termination dates and procedures for such changes are established by mutual agreement of the parties to the National Agreement.

BASIC AGREEMENT

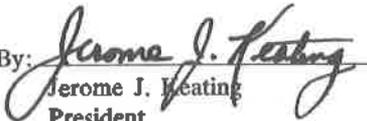
POST OFFICE DEPARTMENT

By: 

Postmaster General

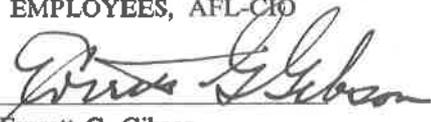
EMPLOYEE ORGANIZATIONS

NATIONAL ASSOCIATION OF
LETTER CARRIERS, AFL-CIO

By: 

Jerome J. Keating
President

NATIONAL FEDERATION OF
POST OFFICE MOTOR VEHI-
CLE EMPLOYEES, AFL-CIO

By: 

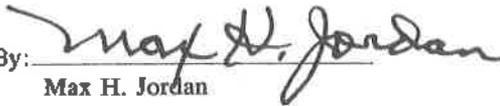
Everett G. Gibson
President

NATIONAL ASSOCIATION OF
POST OFFICE AND GENERAL
SERVICES MAINTENANCE EM-
PLOYEES

By: 

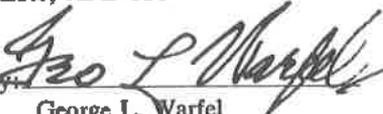
Ross A. Messer
Legislative Representative

NATIONAL RURAL LETTER
CARRIERS ASSOCIATION

By: 

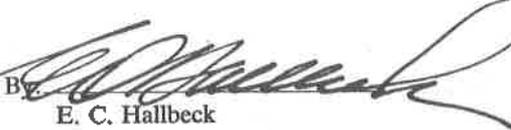
Max H. Jordan
President

NATIONAL ASSOCIATION OF
SPECIAL DELIVERY MESSEN-
GERS, AFL-CIO

By: 

George L. Warfel
President

UNITED FEDERATION OF
POSTAL CLERKS AFL-CIO

By: 

E. C. Hallbeck
President

Washington, D. C.

June 18, 1964

SUPPLEMENTAL AGREEMENTS

<i>Subject</i>	<i>Organization(s)</i>
Heavy Duty Compensation	National Rural Letter Carriers' Association
Hourly Rate Regular Employees	National Association of Post Office and General Services Maintenance Employees
Tools for Vehicle Maintenance Personnel	National Federation of Post Office Motor Vehicle Employees (AFL-CIO)
Seniority	National Association of Letter Carriers, AFL-CIO National Association of Special Delivery Messengers, AFL-CIO United Federation of Postal Clerks, AFL-CIO
Drive Out of City Carriers	National Association of Letter Carriers, AFL-CIO

SUPPLEMENTAL AGREEMENT

Heavy Duty Compensation

It is agreed by and between the Post Office Department and the National Rural Letter Carriers' Association that the following terms and conditions represent the basic understanding of the parties for the administration of heavy duty compensation for the period of this agreement.

1. Heavy duty compensation is additional compensation above that provided in the Rural Carrier Schedule, paid in accordance with a Heavy Duty Schedule established pursuant to authority granted the Postmaster General in 39 U.S. Code 3543(c). The Heavy Duty Schedule shall show the annual compensation for evaluated hours of required service per week, up to and including 48 hours, based on the compensation for the 42-mile route (equivalent to: PFS-4, 5 days, 40 hours per week) established by the RCS Schedule as the compensation of an evaluated 40-hour week. Compensation for required evaluated service in excess of 40 hours per week shall be valued at $1\frac{1}{2}$ the hourly rate of the 40 hour per week rate to determine annual compensation on routes where the required evaluated service exceeds 40 hours but does not exceed 48 hours per week.
2. Heavy duty compensation will be authorized on the basis of evaluated time as determined by the Office and Route Time Standards, after subtracting any relief time.
3. The official annual evaluation of a route to determine continued eligibility for heavy duty compensation or elimination of or adjustment in heavy duty compensation shall be conducted during the last two full weeks in September. Eligibility for heavy duty compensation on other routes will be determined on the basis of the official annual evaluation conducted during the third week in September. Whenever a carrier represents that certain unusual conditions or special services were not reflected in the regular annual evaluation, the evaluated time may be adjusted by an appropriate allowance as determined by the Regional Office. Such additional allowance may be authorized only when the carrier's actual work time exceeds the current evaluated time for the route. When substantial service changes occur, which indicate possible eligibility for, or adjustment of heavy duty compensation, a special count to be conducted during the third week of any month except December, may be taken at the initiative of the Department or in response to a request from the carrier on the affected route.
4. Assistance in the form of relief days on heavy duty routes, except

SUPPLEMENTAL AGREEMENT

Hourly Rate Regular Employees

It is agreed by and between the Post Office Department and the National Association of Post Office & General Services Maintenance Employees, that the following terms and conditions represent the basic understanding of the parties as to the applicability of the 8-in-10 hour law and overtime compensation to hourly rate regular employees in the Maintenance Service.

1. Hourly rate regular employees in the Maintenance Service are subject to the provisions of the 8-in-10 hour rule and the Postal Manual will be appropriately clarified.
2. Hourly rate regular employees in the Maintenance Service who are assigned to work in excess of 8 hours a day are entitled to overtime pay and the Postal Manual will be appropriately clarified.

The term of this supplemental agreement shall be the same as that of the Basic Agreement between the parties and supplements or amendments thereto, and/or renegotiation thereof, shall be in accordance with procedures established in the Basic Agreement.

NATIONAL ASSOCIATION OF POST OFFICE DEPARTMENT
POST OFFICE & GENERAL
SERVICES MAINTENANCE EM-
PLOYEES

By:

Rosa A. Messer

By:

John H. Thompson
Postmaster General

JUNE 18, 1964

Date

SUPPLEMENTAL AGREEMENT

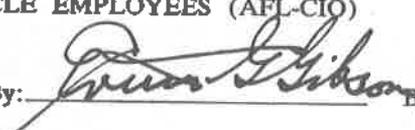
Tools for Vehicle Maintenance Personnel

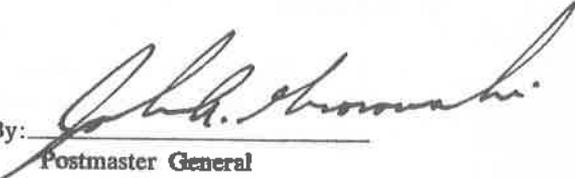
It is agreed by and between the Post Office Department and the National Federation of Post Office Motor Vehicle Employees, AFL-CIO, that the Department will furnish the basic tools deemed necessary for the performance of official duties by personnel assigned to vehicle maintenance duties in vehicle maintenance facilities under the following conditions.

1. The determinations as to the tools that are considered basic tools shall be made by the Department. These tools will remain the property of the United States Government and will be available for use by employees in the performance of their jobs. Each mechanic will be furnished the hand tools which he is required to use in his daily assignment, as determined by the Department.
2. Each mechanic will be held accountable on a charge-out basis for each tool issued to him. If a tool becomes worn or useless, it will be turned in to the stockroom for replacement. Each mechanic may be required to reimburse the Department for any loss or damage, beyond reasonable wear and tear, sustained with respect to the tools for which he is accountable.
3. The Department will purchase such tools on the first supply date after July, 1, 1963, that the Department determines funds are available for the purchase.

The term of this supplemental agreement shall be the same as that of the Basic Agreement between the parties and supplements and amendments thereto, and/or renegotiation thereof, shall be in accordance with procedures established in the Basic Agreement.

NATIONAL FEDERATION OF POST OFFICE DEPARTMENT
POST OFFICE MOTOR VEHICLE EMPLOYEES (AFL-CIO)

By: 

By: 

Postmaster General

JUNE 18, 1964

Date

SUPPLEMENTAL AGREEMENT

Seniority

A. Introduction

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

B. Coverage

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

C. Responsibility

The postmaster is responsible for day-to-day administration of seniority. The application of this general agreement shall be open to negotiation at post office level with the organization having exclusive recognition there for the craft. Should no organization have such exclusive recognition, there shall be consultation with the organization with formal recognition for the craft.

D. Definitions

1. **Craft Group**—A craft group is composed of those positions for which an organization has secured exclusive recognition at the national level.
2. **Seniority for Preferred Assignments**—
 - a. This seniority determines the relative standing among career regular employees eligible to bid for preferred assignments. It is computed from career appointment in a particular craft and level and continues to accrue so long as service is uninterrupted in the same craft and level in same post office, except as otherwise specifically provided. Seniority for preferred assignments shall include employment in both PFS-4 and in the PFS-5

assignments listed in paragraph D.2.b(3) when the employee is, as the senior qualified bidder in his craft:

- (1) Assigned from PFS-4 to one of the listed PFS-5 assignments.
- (2) Returned from one of the listed PFS-5 assignments to a PFS-4 assignment.
- (3) Changed from one to another of the listed PFS-5 assignments.

b. An employee may not bid on an assignment involving a change in level except for the following PFS-5 positions which are to be filled by the senior qualified bidder from the appropriate craft or crafts as herein indicated. Also, employees in level PFS-5 assignments listed below may bid on level PFS-4 positions within their respective crafts:

- (1) An employee obtaining one of the 12 biddable level 5 positions listed below may bid on another level 5 position in his craft and within the list.
- (2) An employee surplus from a level 5 assignment not listed below, or from a higher level assignment, must bid and compete on a senior qualified basis to be assigned in one of the listed level 5 assignments. Paragraph F.4.b. gives him bidding seniority, for return to the craft from which promoted, credit for his continuous career service in the same post office in PFS-4 and higher levels. This rule also applies to a surplus employee who bids for return to level 4 in the craft from which promoted.
- (3) An employee in one of the 12 level 5 assignments listed below may not bid a level 5 position outside the list of 12 level 5 assignment.

<i>Position Number</i>	<i>Title</i>	<i>Craft or Crafts</i>
K.P. 17	Claims Clerk—Paying Office	Clerk
S.P. 2-3	Information Clerk	Clerk
S.P. 2-4	Scheme Examiner	Clerk
S.P. 2-41	Special Distribution Clerk	Clerk
S.P. 2-156	Wholesale Stamp Clerk	Clerk
S.P. 2-157	Special Postal Clerk	Clerk
S.P. 2-158	Schedule Clerk—Foreign Mails	Clerk

S.P. 2-181	General Office Clerk— Foreign Mails	Clerk
S.P. 2-195	Vehicle Operations Maintenance Assistant	Clerk, Carrier or Special Delivery Messenger
S.P. 2-218	Receiving Clerk—Foreign Air Mail	Clerk
S.P. 2-241	Distribution & Dispatch Expediter	Clerk
S.P. 2-261	Carrier—Technician	Carrier

c. A city carrier who is reassigned to a clerk or a clerk who is reassigned to city carrier at the same post office shall have seniority from date of such reassignment for the first five years in the new position and thereafter his seniority shall be reckoned from the date of his career appointment in his former occupation.

3. Duty Assignment

A duty assignment is a set of duties and responsibility within a recognized position regularly scheduled during specific hours of duty.

4. Preferred Duty Assignment

Any assignment preferred by an employee.

5. Bid

A request submitted to the postmaster to be assigned to a duty assignment by an employee eligible to bid on a vacancy or newly established duty assignment.

6. Application

A written request by an employee for consideration for an assignment for which he is not entitled to submit a bid.

D. Special Benefits to Certain Veteran Employees

1. Employees whose names were within reach on an eligible register between May 1, 1940 and October 23, 1943, and who lost opportunity for career appointment by reason of military service, who subsequently received career appointment based on restored eligibility, and were granted the benefits of Public Law 577, amended by Public Law 492, are entitled to seniority from the date the lower eligible on the same list of eligibles received a career appointment.

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

E. Relative Standing on the Substitute Roll

5

1. Career Appointment—Substitute employees are placed on the roll in the order of the date of career appointment from a competitive Civil Service eligible register. In cases of appointment of more than one eligible on the same day from the same competitive register their position on the substitute roster will be in accord with their standing on the Civil Service eligible register. Substitute employees shall be changed to regular (annual rate) positions of the same designation and PFS salary level in the order of their standing on the substitute roll.
2. A Change Between Substitute Clerk and Carrier Assignments.—
 - a. Change by Employee's Request—

When a career substitute clerk changes to substitute carrier, or vice versa, at his own request, he is assigned to the foot of the substitute roll.
 - b. Mutual Exchange—

Mutual exchanges of positions between substitute clerks and substitute carriers at the same installation may be made only to that standing on the roll which would have been obtained had the employee originally been appointed to the roll to which he is being assigned, but in no event shall he be placed higher on the substitute roll than the person with whom he is exchanging positions.
3. Surplus Employees From Non-mail Processing and Delivery Installation—

Surplus employees from non-mail processing and delivery installations shall be placed at the foot of the substitute roll and begin a new period of seniority effective the date of reassignment.

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

1. Reemployment After Disability Separation—

On reinstatement or reemployment after separation caused by disability retirement or resignation because of personal illness and the employee so stated in his resignation and furnished satisfactory evidence for inclusion in his personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same postal installation and craft and in the same or lower PFS salary level, from which originally separated; provided application for reinstatement or reemployment is made within 6 months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from the Bureau of Retirement and Insurance, Civil Service Commission, and in the case of resignation due to illness by a statement from the applicant's attending physician or practitioner. When reinstatement is to the substitute roll, standing on the roll shall be the same as if employment had not been interrupted by the separation.

2. Restoration—

On restoration in the same craft in the same installation after return from military service, transfer under letter of authority or unjust removal, employee shall regain the same seniority rights he would have if not separated.

3. Reassignment and Return in 90 days—

An employee, regular or substitute, voluntarily reassigned from one craft to another at the same installation with or without change in PFS salary level, and voluntarily reassigned within 90 days to his former craft retains seniority previously acquired in the craft augmented by the intervening employment.

4. Change to Lower Level

- a. When the change is either voluntary or for disciplinary reasons an employee returned to the craft he left regains for the purpose of bidding for preferred duty assignments the seniority he had when promoted from that craft without seniority for service in the higher level or levels.
- b. Upon arbitrary change from a higher level, except for disciplinary reasons, an employee returned to the craft from which he was promoted shall have his former seniority plus seniority for

service in the higher level or levels, for duty assignments, and may bid on any existing vacancies but shall not bump.

- c. When the change is to a craft other than the one he left (whether the change is voluntary, for disciplinary reasons, or arbitrary) the employee shall have seniority for bidding for duty assignments that of one day less than the junior regular employee in the craft to which assigned or his own, whichever is the lesser.

5. Filling Positions Reevaluated as one of the 12 Positions Reserved for Bidding by Both PFS-4s and PFS-5s.

- a. When an occupied Level 4 position is upgraded on the basis of the present duties:

- (1) The incumbent will remain in the upgraded job provided he has been in that job for more than one year.
- (2) The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job for more than one year.

- b. When an occupied Level 4 position is upgraded on the basis of duties which are added to the position:

- (1) The incumbent will remain in the upgraded job provided he has been in that job for more than one year after the addition of the duty or duties which later caused the job to be reclassified. The year of required incumbency in the job begins when the duty or duties were added which permitted the job to be reranked.
- (2) The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job more than one year since the date when the duty or duties were added which later permitted the job to be reranked.

6. Special Delivery—

- a. When a special delivery messenger is arbitrarily reassigned to clerk or carrier he has the option of return to the first available special delivery messenger vacancy and when he is so reassigned through the exercise of this option he retains full seniority, including intervening employment as clerk or carrier.
- b. In determination of seniority for duty assignments of special delivery messengers who received career status under Civil Service Regulation 3.101 that period of continuous service as a special delivery messenger prior to attaining career status shall be included.

G. Road Duty And Transfer Clerks

1. Seniority for preferred regular road and transfer clerks assignments is determined under the rules in this supplemental agreement as augmented by the rules hereunder.
 - a. For employees in the former postal transportation service when it was merged into the post office service July 23, 1960, and who have continued in road and/or transfer office assignments it is the same as their service seniority was on that date.
 - b. Post Office substitute and regular clerks who changed to regular or substitute road or transfer office assignments before December 19, 1962, retain seniority they accumulated in post offices for choice of assignments.
 - c. Post Office regular and substitute clerks changed to substitute in road or transfer office assignments on and after December 19, 1962, began a new period of seniority for choice of road and transfer office assignments.
2. Upon change from road or transfer office to clerk assignment in a stationary installation:
 - a. Change of a surplus employee is with retention of seniority;
 - (1) In "roster point" post office for employee who was in a road or transfer office assignment July 23, 1960.
 - (2) In headout post office from which changed to a road or a transfer office assignment after July 23, 1960 and before September 30, 1961.
 - (3) In the post office to which the railway post office, highway post office or transfer office is assigned when change to such an assignment from a post office was on or after September 30, 1961.
 - b. Voluntary transfer from a road or transfer office assignment to another assignment in the clerk craft in the same installation requires beginning a new period of seniority unless otherwise provided in the basic agreement and when transfer is to return to the stationary installation within 90 days of reassignment therefrom.

H. Changes in which Seniority is Lost

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

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

I. Conversions from Temporary to Career Appointment

1. Under Civil Service Regulation 3.1(4)—(formerly 3.105)—

When two or more employees are converted under this regulation, effective the same date, their seniority on the substitute rolls will be determined by the date their names came within reach on the register. If their names were reached on the same date, standing on the substitute roll shall be determined by:

- a. Date of last postal appointment
- b. Order of standing on the register

2. Under Public Law 836 and Executive Order 10880—

When two or more employees are converted under these authorities, on the same date, entry on the substitute rolls will be determined by the total length of postal field service.

3. When an employee is converted to career the same day an employee is appointed from the register, the converted employee stands first on the substitute roll. He also is placed ahead of any employee reinstated or transferred on the same day except for those employees given a higher standing by specific provisions in this agreement. In like manner, a reinstated or transferred employee shall be entered on the substitute roll ahead of one appointed from the register the same day.
4. First preference for filing vacancies shall be given to qualified career employees.
5. When a vacancy in a regular (annual rate) position is filled by change from a substitute, the senior career substitute of the same designation shall be entitled to the vacancy.

J. Disability Incurred in Military Service P.L. 739 of June 22, 1948

1. Any letter carrier or clerk in the postal service entitled as a preference eligible to 10 points under the Veterans' Preference Act of 1944, as amended, in addition to his earned rating, who on or after the date of enactment of this act is reassigned from the position of letter carrier to that of clerk or from the position of clerk to that of letter carrier, as the case may be, shall not incur loss of seniority by reason of such reassignment, if, within 30 days after such reassignment he presents to the Civil Service Commission evidence that such reassignment was necessitated principally by reason of a disability which he received on active duty in the Armed Forces of the United States.
2. No regular employee shall be reduced to substitute status to accord the benefits of the Act to another employee.
3. When the Civil Service Commission approves the restoration of seniority to an employee under P.L. 739 and the employee is a substitute he shall be placed on the substitute roll according to the position he could have attained thereon had he originally been appointed to that substitute roll from the register.

The term of this supplemental agreement shall be the same as that of the Basic Agreement between the parties and supplements and amendments thereto, and/or renegotiation thereof, shall be in accordance with procedures established in the Basic Agreement.

NATIONAL ASSOCIATION OF
LETTER CARRIERS, AFL-CIO

POST OFFICE DEPARTMENT

By: Jerome J. Heating

By: John D. Brown
Postmaster General

NATIONAL ASSOCIATION OF
SPECIAL DELIVERY MESSENGERS,
AFL-CIO

By: Geo. L. Marfel

UNITED FEDERATION OF
POSTAL CLERKS, AFL-CIO

William

JUNE 18, 1964

Date

SUPPLEMENTAL AGREEMENT

CITY CARRIER TRANSPORTATION (DRIVEOUT) AGREEMENTS

It is agreed by and between the Post Office Department and the National Association of Letter Carriers, AFL-CIO, that the following terms and conditions represent the basic understanding of the parties as to the administration of transportation agreements (driveout) of city carriers for the period of this agreement. The terms and conditions of this agreement will become effective at the beginning of the second pay period of the second Calendar month after signing of the National Agreement.

1. The furnishing of a vehicle by a city carrier for transportation to and from the route shall be voluntary; no carrier may be coerced into furnishing a vehicle without his consent. A written authorization (Form 1311) shall be executed by the postmaster in every instance, with a copy of said authorization to be retained by the carrier and a copy of the authorization to be retained by the postmaster.
2. Reimbursement to a carrier who provides his vehicle shall be determined locally by written agreement between the carrier and postmaster and shall be not less nor more than the sum of the amounts computed under each of the factors listed below, as applicable to the individual case.
3. All carriers furnishing a vehicle for transporting himself, passengers and mail to and from the assigned route shall be reimbursed on a mileage-zone basis as follows:
 - (a) From delivery Unit to beginning of route

REIMBURSEMENT RATES

Mileage	Daily Rate
.5 to 1.0	\$0.80
1.1 to 1.5	0.90
1.6 to 2.0	1.00
2.1 to 3.0	1.10
3.1 to 4.0	1.30
4.1 to 5.0	1.50
5.1 to 6.0	1.70
Over 6	1.90

- (b) When a carrier uses his vehicle as transportation for distances of more than $\frac{1}{2}$ mile between segments of a route or routes, he will be reimbursed .25c for each such movement.
 - (c) Fifteen cents for each mail relay carried, up to a maximum of .75c daily.
 - (d) Twenty-five cents per ride for each carrier or authorized supervisory passenger.
4. Carrier agreements in effect which provide allowances more favorable than those provided by the schedule in 3 above shall continue in force for the duration of this agreement unless terminated by either party upon thirty days written notice, or reassignment of the carrier.

NATIONAL ASSOCIATION OF
MAIL CARRIERS, AFL-CIO

POST OFFICE DEPARTMENT

Jessie J. Keating

By: *J. H. Shover*
Postmaster General

June 18, 1964

Date

Post Office Department
WASHINGTON, D. C. 20260

OFFICIAL BUSINESS

**PENALTY FOR PRIVATE USE TO AVOID
PAYMENT OF POSTAGE. \$300**