

AGREEMENT

between

United States Postal Service

and

American Postal Workers Union, AFL-CIO

National Association of Letter Carriers, AFL-CIO

**National Post Office Mail Handlers, Watchmen,
Messengers and Group Leaders Division of the Laborers'
International Union of North America, AFL-CIO**



July 21, 1978—July 20, 1981

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July 21, 1978—July 20, 1981

NOTE

The provisions of the 1978-1981 National Agreement, with the exception of Articles VI and IX were tentatively agreed to by the Postal Service and the three Unions party to the Agreement on July 21, 1978. Those provisions were made part of a final and binding decision, which was issued on September 15, 1978. That decision also set forth the provisions of Articles VI and IX of the 1978-1981 National Agreement. A true copy of that final and binding decision appears at the end of this Agreement.

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NOTE

Bold face type in the text indicates revised or new language representing substantive change, clarification of old language, or inclusion of former memoranda of understanding. Changes involving personal pronouns are not reflected in bold face type.

PREAMBLE

This agreement (referred to as the 1978 National Agreement) is entered into as of the 21st day of July, 1978 by and between the United States Postal Service (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO; the National Association of Letter Carriers, AFL-CIO; and National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO (hereinafter referred to collectively as the "Unions").

ARTICLE I

UNION RECOGNITION

Section 1. Unions:

A. The Employer recognizes each of the Unions designated below as the exclusive bargaining representative of all employees in the bargaining unit for which each has been recognized and certified at the national level:

National Association of Letter Carriers, AFL-CIO—City Letter Carriers
American Postal Workers Union, AFL-CIO—Maintenance Employees
American Postal Workers Union, AFL-CIO—Special Delivery Messengers
American Postal Workers Union, AFL-CIO—Motor Vehicle Employees
American Postal Workers Union, AFL-CIO—Postal Clerks
National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO—Mail Handlers

B. The Employer recognizes the American Postal Workers Union, AFL-CIO—National Post Office Mail Handlers, Watchmen, Messengers, and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, as the exclusive bargaining representative of all employees in the Mail Bag Depositories, Repair Centers and Area Supply Centers [Case Nos. 5-RC-8575(P), formerly 22-RC-5127(P), and 5-RC-8576(P), formerly 22-RC-5129(P)].

Section 2. Exclusions. The employee groups set forth in Section 1 above do not include, and this Agreement does not apply to:

1. Managerial and supervisory personnel;

Art. I, 3

- 2. Professional employees;
- 3. Employees engaged in personnel work in other than a purely non-confidential clerical capacity;
- 4. Security guards as defined in Public Law 91-375, 1201(2);
- 5. All Postal Inspection Service employees;
- 6. Employees in the supplemental work force as defined in Article VII.; or
- 7. Rural Letter Carriers.

Section 3. Facility Exclusions

A. This Agreement does not apply to employees who work in other employer facilities which are not engaged in customer services and mail processing, previously understood and expressed by the parties to mean mail processing and delivery, including but not limited to Headquarters, Regional Offices, Postal Data Centers, Postal Service Training and Development Institute, Oklahoma Postal Training Operations, Postal Academies, Postal Academy Training Institute, Stamped Envelope Agency, Supply Centers, Mail Equipment Shops, or Mail Bag Depositories and Repair Centers (with the exception of those employees in the unit referred to in Section 1B above).

B. Article I, Section 5; Articles XII, XXXVII, XXXVIII, XXXIX, XL, XLI, and XLII of this Agreement do not apply to employees in the Mail Bag Depositories, Repair Centers and Area Supply Centers bargaining unit.

Section 4. Definition. Subject to the foregoing exclusions, this Agreement shall be applicable to all employees in the regular work force of the U.S. Postal Service, as defined in Article VII, at all present and subsequently acquired installations, facilities, and operations of the Employer, wherever located.

Section 5. New Positions.

A. Each newly created position shall be assigned by the Employer to the national craft unit most appropriate for such position within thirty (30) days after its creation. Before such assignment of each new position the Employer shall consult with all of the Unions signatory to this Agreement for the purpose of assigning the new position to the national craft unit most appropriate for such position. The following criteria shall be used in making this determination:

- 1. existing work assignment practices;
- 2. manpower costs;
- 3. avoidance of duplication of effort and "make work" assignments;

- 4. effective utilization of manpower, including the Postal Service's need to assign employees across craft lines on a temporary basis;
- 5. the integral nature of all duties which comprise a normal duty assignment;
- 6. the contractual and legal obligations and requirements of the parties.

B. All Unions party to this Agreement shall be notified promptly by the Employer regarding assignments made under this provision. Should any of the Unions dispute the assignment of the new position within thirty (30) days from the date the Unions have received notification of the assignment of the position, the dispute shall be subject to the provisions of the grievance and arbitration procedure provided for herein.

Section 6. Performance of Bargaining Unit Work

A. Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:

- 1. in an emergency;
- 2. for the purpose of training or instruction of employees;
- 3. to assure the proper operation of equipment;
- 4. to protect the safety of employees; or
- 5. to protect the property of the USPS.

B. In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6A1 through 5 above or when the duties are included in the supervisor's position description.

ARTICLE II

NON-DISCRIMINATION AND CIVIL RIGHTS

Section 1. The Employer and the Unions agree that there shall be no discrimination by the Employer or the Unions against employees because of race, color, creed, religion, national origin, sex, age, or marital status or because of a physical handicap with respect to a position the duties of which can be performed efficiently by an individual with such a physical handicap without danger to the health or safety of the physically handicapped person or to others.

Section 2. There are established at the national and regional levels Joint Committees on Human Rights. The committees will be composed of a representative of each Union and responsible management officials. The committees may develop affirmative action proposals on all matters affecting minority groups. The committees will also be advised of the plan for site selection for facilities planned for national postal mail networks and major metropolitan areas, and review

Art. II, 3

availability of adequate housing and public transportation. The committees shall meet as required at mutually agreeable times.

Section 3. Grievances arising under this Article may be filed at Step 2 of the grievance procedure **within fourteen (14) days of when the employee or the Union has first learned or may reasonably have been expected to have learned of the alleged discrimination**, unless filed directly at the national level, in which case the provisions of this Agreement for initiating grievances at that level shall apply.

ARTICLE III

MANAGEMENT RIGHTS

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

A. To direct employees of the Employer in the performance of official duties;

B. To hire, promote, transfer, assign, and retain employees in positions within the Postal Service and to suspend, demote, discharge, or take other disciplinary action against such employees;

C. To maintain the efficiency of the operations entrusted to it;

D. To determine the methods, means, and personnel by which such operations are to be conducted;

E. To prescribe a uniform dress to be worn by letter carriers and other designated employees; and

F. To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE IV

TECHNOLOGICAL AND MECHANIZATION CHANGES

Both parties recognize the need for improvement of mail service.

Section 1. Advance Notice. The Unions party to this Agreement will be informed as far in advance of implementation as practicable of technological or mechanization changes which affect jobs including new or changed jobs in the area of wages, hours or working conditions. When major new mechanization or equipment is to be purchased and installed, the Unions at the national level will be informed as far in advance as practicable, but no less than 90 days in advance.

Section 2. Labor-Management Committee. There shall be established at the national level a Joint Labor-Management Technological or

Art. VI

Mechanization Changes Committee composed of an equal number of representatives of management and of the Union representatives. Notice to said Committee shall satisfy the notice requirements of the preceding paragraph. Upon receiving notice, said Committee shall attempt to resolve any questions as to the impact of the proposed change upon affected employees and if such questions are not resolved within a reasonable time after such change or changes are operational, the unresolved questions may be submitted by the Unions to arbitration under the grievance-arbitration procedure. Any arbitration arising under this Article will be given priority in scheduling.

Section 3. New Jobs. Any new job or jobs created by technological or mechanization changes shall be offered to present employees capable of being trained to perform the new or changed job and the Employer will provide such training. During training, the employee will maintain his/her rate. It is understood that the training herein referred to is on the job and not to exceed sixty (60) days. Certain specialized technical jobs may require additional and off-site training.

An employee whose job is eliminated, if any, and who cannot be placed in a job of equal grade shall receive rate protection until such time as that employee fails to bid or apply for a position in the employee's former wage level.

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

ARTICLE V

PROHIBITION OF UNILATERAL ACTION

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

ARTICLE VI

"See FINAL RESOLUTION, page 145"

(1) Each employee who is employed in the regular work force as of the date of this Award, September 15, 1978, shall be protected henceforth against any involuntary layoff or force reduction.

It is the intent of this provision to provide security to each such employee during his or her work lifetime.

Members of the regular work force, as defined in Article VII of the Agreement, include full-time regulars, part-time employees assigned

Art. VI

to regular schedules and part-time employees assigned to flexible schedules.

- (2) Employees who become members of the regular work force after the date of this Award, September 15, 1978, shall be provided the same protection afforded under (1) above on completion of six years of continuous service and having worked in at least 20 pay periods during each of the six years.
- (3) With respect to employees hired into the regular work force after the date of this Award and who have not acquired the protection provided under (2) above, the Employer shall have the right to effect layoffs for lack of work or for other legitimate reasons. This right may be exercised in lieu of reassigning employees under the provisions of Article XII, except as such right may be modified by agreement or by final resolution pursuant to the provisions of (4) below. Should the exercise of the employer's right to lay off employees require the application of the provisions of Chapter 35 of Title 5, United States Code, employees covered by that Chapter with less than three years of continuous civilian federal service will be treated as "career conditional" employees.

The Employer's right as established in this Section shall be effective July 20, 1979.

- (4) The parties shall engage in good faith discussions to reach agreement, consistent with this decision and consistent with Chapter 35 of Title 5, United States Code, on further details as to the employees' and employer's rights and the rules and procedures to be followed in the implementation of Article VI. If, at the expiration of 90 days after the date of this decision, the parties have unresolved issues as to the employees' and employer's rights and the rules and procedures to be followed in the implementation of Article VI, then the undersigned shall have an additional 60 days thereafter within which to conduct such investigation of the remaining issues as he deems appropriate and issue a decision on such unresolved issues as to the employees' and employer's rights and the rules and procedures to be followed in the implementation of Article VI. The terms of any such agreement reached by the parties or any such supplemental decision of the undersigned shall become part of this decision and be final and binding upon the parties.

Art. VII, 2

ARTICLE VII

EMPLOYEE CLASSIFICATIONS

Section 1. Definition and Use

A. Regular Work Force. The regular work force shall be comprised of two categories of employees which are as follows:

1. **Full-Time.** Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules consisting of five (5) eight (8) hour days in a service week.
2. **Part-Time.** Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules of less than forty (40) hours in a service week, or shall be available to work flexible hours as assigned by the Employer during the course of a service week.

B. Supplemental Work Force. The Supplemental work force shall be comprised of **casual employees**. Casual employees are those who may be utilized as a limited term supplemental work force, but may not be employed in lieu of full or part-time employees. During the course of a service week, the Employer will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight time rate prior to assigning such work to casuals. The number of casuals who may be employed in any period, other than December, shall not exceed 5% of the total number of employees covered by this Agreement. Casuals are limited to two (2) ninety (90) day terms of casual employment in a calendar year. In addition to such employment, casuals maybe reemployed during the Christmas period for not more than twenty-one (21) days.

Section 2. Employment and Work Assignments

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

1. All available work within each separate craft by tour has been combined.
2. Work of different crafts in the same wage level by tour has been combined.

Art. VII, 3

The appropriate representatives of the affected Unions will be informed in advance of the reasons for establishing the combination full-time assignments within different crafts in accordance with this Article.

B. In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employees' knowledge and experience, in order to maintain the number of work hours of the employees' basic work schedule.

C. During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level, commensurate with their capabilities, to the heavy workload area for such time as management determines necessary.

Section 3. Employee Complements. The Employer shall staff all postal installations which have 200 or more man years of employment in the regular work force as of the date of this Agreement with 90% full-time employees. The Employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all postal installations. A part-time flexible employee working eight (8) hours within ten (10), on the same five (5) days each week and the same assignment over a six-month period will demonstrate the need for converting the assignment to a full-time position. Where a count and inspection of an auxiliary city delivery assignment indicates that conversion to a full-time position is in order, conversion will be made.

See Memorandum of Understanding, Page 141.

ARTICLE VIII

HOURS OF WORK

Section 1. Work Week. The work week for full-time regulars shall be forty (40) hours per week, eight (8) hours per day within ten (10) consecutive hours, provided, however, that in all offices with more than 100 full-time employees in the bargaining units the normal work week for full-time regular employees will be forty hours per week, eight hours per day within nine (9) consecutive hours. Shorter work weeks will, however, exist as needed for part-time regulars.

Section 2. Work Schedules

A. The employee's service week shall be a calendar week beginning at 12:01 a.m. Saturday and ending at 12 midnight the following Friday.

B. The employee's service day is the calendar day on which the majority of work is scheduled. Where the work schedule is distributed evenly over two calendar days, the service day is the calendar day on which such work schedule begins.

C. The employee's normal work week is five (5) service days, each consisting of eight (8) hours, within ten (10) consecutive hours, except as provided in Section 1 of this Article. As far as practicable the five days shall be consecutive days within the service week.

Section 3. Exceptions. The above shall not apply to part-time employees.

Part-time employees will be scheduled in accordance with the above rules, except they may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per normal work week.

Section 4. Overtime Work

A. Overtime pay is to be paid at the rate of one and one-half (1½) times the base hourly straight time rate.

B. Overtime shall be paid to employees for work performed only after eight (8) hours on duty in any one service day or forty (40) hours in any one service week. Nothing in this Section shall be construed by the parties or any reviewing authority to deny the payment of overtime to employees for time worked outside of their regularly scheduled work week at the request of the Employer.

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

Section 5. Overtime Assignments. When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work in accordance with the following:

A. Two weeks prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list.

B. Lists will be established by craft, section, or tour in accordance with Article XXX, Local Implementation.

C. 1. Except in the letter carrier craft, when during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected in order of their seniority on a

Art. VIII, 6

rotating basis. Those absent, on leave or on light duty shall be passed over.

2. Only in the letter carrier craft, when during the quarter the need for overtime arises, employees with the necessary skills having listed their names will be selected from the list. During the quarter every effort will be made to distribute equitably the opportunities for overtime among those on the list. In order to insure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated quarterly. Recourse to the "Overtime Desired" list is not necessary in the case of a letter carrier working on the employee's own route on one of the employee's regularly scheduled days.

D. If the voluntary "Overtime Desired" list does not provide sufficient qualified people, qualified full-time regular employees not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior employee.

E. Exceptions to C and D above if requested by the employee may be approved by local management in exceptional cases based on equity (e.g. anniversaries, birthdays, illness, deaths).

F. Excluding December, only in an emergency situation will a full-time regular employee be required to work over ten (10) hours in a day or six (6) days in a week.

Section 6. Sunday Premium Payment. Each employee whose regular work schedule includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday, shall be paid extra compensation at the rate of 25 percent of the employee's base hourly rate of compensation for each hour of work performed during that period of service. An employee's regularly scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday premium payment.

Section 7. Night Shift Differential. For time worked between the hours of 6:00 p.m. and 6:00 a.m. employees shall be paid additional compensation at the rate of ten percent (10%) of the base hourly straight time rate.

Section 8. Guarantees. An employee called in outside the employee's regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof where less than four (4) hours of work is available. Such guaranteed minimum shall not apply to an employee called in who continues working on into the employee's regularly scheduled shift. When a full-time regular employee is called in on the employee's non-scheduled day, the employee will be guaranteed eight hours work or pay in lieu thereof. The Employer will guarantee all employees at least four (4) hours work or pay on any day they are requested or scheduled to work in

Art. IX, 3, B

a post office or facility with 200 or more man years of employment per year. All employees at other post offices and facilities will be guaranteed two (2) hours work or pay when requested or scheduled to work.

Section 9. Wash-Up Time. Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

ARTICLE IX

"See FINAL RESOLUTION, page 145"

SALARIES AND WAGES

Section 1. Continuation of the 1975 National Agreement Cost of Living Adjustment. Effective November 4, 1978 the cost of living adjustment of \$1,518 per annum with proportional application to hourly rate employees which was provided in Article IX, Section 3 of the 1975 National Agreement shall become part of the basic annual salary set forth in Section 2, below.

Section 2. Basic Annual Salary. The basic annual salary schedules, with proportional application to hourly rate employees, for all grades and steps for those employees covered under the terms and conditions of this Agreement shall be increased as follows:

Effective July 21, 1978—\$500 per annum;

Effective July 21, 1979—3% per annum above the basic annual salary schedules in effect as of July 20, 1979;

Effective July 21, 1980—\$500 per annum.

Section 3. Cost of Living Adjustment

A. Definitions.

1. "Consumer Price Index" refers to the "National Consumer Price Index for Urban Wage Earners and Clerical Workers—Revised", published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and referred to herein as the "Index".

2. "Consumer Price Index Base" refers to the Consumer Price Index for the month of June 1978 and is referred to herein as the "Base Index".

B. Effective Dates of Adjustments. Each employee covered by this Agreement shall receive cost of living adjustments, upward, in

Art. IX, 3, C

accordance with the formula in 3C below, effective on the following dates:

- the second full pay period after the release of the September 1978 Index
- the second full pay period after the release of the March 1979 Index
- the second full pay period after the release of the September 1979 Index
- the second full pay period after the release of the March 1980 Index
- the second full pay period after the release of the September 1980 Index
- the second full pay period after the release of the March 1981 Index

C. The base salary schedules provided for in this Agreement shall be increased 1 cent per hour for each full 0.4 of a point increase in the applicable Index above the Base Index. For example, if the increase in the Index from June 1978 to September 1978 is 1.2 points all pay scales for employees covered by this Agreement will be increased by 3 cents per hour. In no event will a decline in the Index below the Base Index result in a decrease in the pay scales provided for in this Agreement.

D. The cost of living adjustment shall be taken into account only in computing base rates, overtime and shift premiums, and in determining call-in pay, leave pay and holiday pay.

E. The cost of living adjustment shall not become a fixed part of the Postal Service Basic Salary Schedules.

F. In the event the appropriate Index is not published on or before the beginning of the effective payroll period, any adjustment required will be made effective at the beginning of the second payroll period after publication of the appropriate Index.

G. No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Index for any month mentioned in 3B above.

H. Continuance of the cost of living adjustment shall be contingent upon the continued availability of the official monthly Index in its present form and calculated on the same basis as the Index for June 1978. If the Bureau of Labor Statistics changes the form or basis of calculating the Index, the parties agree to request the Bureau to make available, for the life of this Agreement, a monthly Index in its present form and calculated on the same basis as the Index for June 1978.

Art. X, 3

Section 4. Application of Salary Rates. The Employer shall continue the current application of salary rates for the duration of this Agreement.

Section 5. Granting Step Increases. The Employer will continue the program on granting step increases for the duration of this Agreement.

Section 6. Protected Salary Rates. The Employer shall continue the current salary rate protection program for the duration of this Agreement.

ARTICLE X

LEAVE

Section 1. The Employer shall continue funding the leave program so as to continue the current leave earning level for the duration of this Agreement.

Section 2. The leave regulations in Subchapter 510 of the Employee and Labor Relations Manual, insofar as such regulations establish wages, hours, and working conditions of employees covered by this Agreement, shall remain in effect for the life of this Agreement.

Section 3. Choice of Vacation Periods

A. It is agreed to establish a nationwide program for vacation planning for employees in the regular work force with emphasis upon the choice vacation period(s) or variations thereof.

B. Care shall be exercised to assure that no employee is required to forfeit any part of such employee's annual leave.

C. The parties agree that the duration of the choice vacation period(s) in all postal installations shall be determined pursuant to local implementation procedures.

D. Annual leave shall be granted as follows:

1. Employees who earn 13 days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed ten (10), shall be at the option of the employee.
2. Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.
3. The subject of whether a employee may at the employee's option request two (2) selections during the choice period(s), in units of either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.

Art. X, 4

4. The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.

E. The vacation period shall start on the first day of the employee's basic work week. Exceptions may be granted by agreement among the employee, his/her Union representative and the Employer.

F. An employee who is called for jury duty during the employee's scheduled choice vacation period or who attends a National, State, or Regional Convention (Assembly) during the choice vacation period is eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacation.

Section 4. Vacation Planning. The following general rules shall be observed in implementing the vacation planning program:

A. The Employer shall, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

B. The installation head shall meet with the representatives of the Unions to review local service needs as soon after January 1 as practical. The installation head shall then:

1. Determine the amount of annual leave accrued to each employee's credit including that for the current year and the amount he/she expects to take in the current year.
2. Determine a final date for submission of applications for vacation period(s) of the employee's choice during the choice vacation period(s).
3. Provide official notice to each employee of the vacation schedule approved for each employee.

C. A procedure in each office for submission of applications for annual leave for periods other than the choice period may be established pursuant to the implementation procedure above.

D. All advance commitments for granting annual leave must be honored except in serious emergency situations.

Section 5. Sick Leave. The Employer agrees to continue the administration of the present sick leave program, which shall include the following specific items:

A. Credit employees with sick leave as earned.

B. Charge to annual leave or leave without pay (at employee's option) approved absence for which employee has insufficient sick leave.

C. Employee becoming ill while on annual leave may have leave charged to sick leave upon request.

Art. XI, 4

D. Unit Charges for Sick Leave shall be in minimum units of less than one (1) hour.

E. For periods of absence of three (3) days or less, a supervisor may accept an employee's certification as reason for an absence.

ARTICLE XI

HOLIDAYS

Section 1. Holidays Observed. The following nine (9) days shall be considered holidays for full-time and part-time regular schedule employees, hereinafter referred to in this Article as "employees":

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day

Section 2. Eligibility. To be eligible for holiday pay, an employee must be in a pay status the last hour of the employee's scheduled workday prior to or the first hour of the employee's scheduled workday after the holiday.

Section 3. Payment

A. An employee shall receive holiday pay at the employee's base hourly straight time rate for a number of hours equal to the employee's regular daily working schedule, not to exceed eight (8) hours.

B. Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on the employee's holiday.

Section 4. Holiday Work

A. An employee required to work on a holiday other than Christmas shall be paid the base hourly straight time rate for each hour worked up to eight (8) hours in addition to the holiday pay to which the employee is entitled as above described.

B. An employee required to work on Christmas shall be paid one and one-half (1½) times the base hourly straight time rate for each

Art. XI, 5

hour worked in addition to the holiday pay to which the employee is entitled as above described.

Section 5. Holiday on Non-Work Day

A. When a holiday falls on Sunday, the following Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

B. When an employee's scheduled non-work day falls on a day observed as a holiday, the employee's scheduled workday preceding the holiday shall be designated as that employee's holiday.

Section 6. Holiday Schedule. The Employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Wednesday preceding the service week in which the holiday falls. As many full-time and part-time regular schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday. Such employees will not be required to work on a holiday or day designated as their holiday unless all casuals and part-time flexibles are utilized to the maximum extent possible, even if the payment of overtime is required, and unless all full-time and part-time regulars with the needed skills who wish to work on the holiday have been afforded an opportunity to do so. An employee scheduled to work on a holiday who does not work shall not receive holiday pay, unless such absence is based on an extreme emergency situation and is excused by the Employer.

Section 7. Holiday Part-Time Employee. A part-time flexible schedule employee shall not receive holiday pay as such. The employee shall be compensated for the nine (9) holidays by basing the employee's regular straight time hourly rate on the employee's annual rate divided by 2008 hours. For work performed on December 25, a part-time flexible schedule employee shall be paid in addition to the employee's regular straight time hourly rate, one-half (½) times the employee's regular straight time hourly rate for each hour worked up to eight (8) hours.

ARTICLE XII

PRINCIPLES OF SENIORITY, POSTING AND

REASSIGNMENTS

Section 1. Probationary Period

A. The probationary period for a new employee shall be ninety (90) calendar days. The Employer shall have the right to separate from its employ any probationary employee at any time during the

probationary period and these probationary employees shall not be permitted access to the grievance procedure in relation thereto. If the Employer intends to separate an employee during the probationary period for scheme failure, the employee shall be given at least seven (7) days advance notice of such intent to separate the employee. If the employee qualifies on the scheme within the notice period, the employee will not be separated for prior scheme failure.

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

C. When an employee completes the probationary period, seniority will be computed in accordance with this Agreement as of the initial day of full-time or part-time employment.

D. When an employee who is separated from the Postal Service for any reason is re-hired, the employee shall serve a new probationary period. If the separation was due to disability, the employee's seniority shall be established in accordance with Section 2, if applicable.

Section 2. Principles of Seniority

A. Except as specifically provided in this Article, the principles of seniority are established in the craft Articles of this Agreement.

B. An employee who left the bargaining unit on or after July 21, 1973 and returns to the same craft:

1. will begin a new period of seniority if the employee returns from a position outside the Postal Service; or
2. will begin a new period of seniority if the employee returns from a Non-bargaining unit position within the Postal Service, unless the employee returns within 2 years from the date the employee left the unit.

Section 3. Principles of Posting

A. To insure a more efficient and stable work force, an employee may be designated a successful bidder no more than five (5) times during the duration of this Agreement unless such bid:

1. is to a job in a higher wage level;
2. is due to elimination or reposting of the employee's duty assignment; or
3. enables an employee to become assigned to a station closer to the employee's place of residence.

Art. XII, 4

B. Specific provisions for posting for each craft are contained in the craft posting provisions of this Agreement.

Section 4. Principles of Reassignments

A. A primary principle in effecting reassignments will be that dislocation and inconvenience to employees in the regular work force shall be kept to a minimum, consistent with the needs of the Service. Reassignments will be made in accordance with this Section and the provisions of Section 5 below.

B. When a major relocation of employees is planned in major metropolitan areas or due to the implementation of national postal mail networks, the Employer will apply this Article in the development of the relocation and reassignment plan. At least 90 days in advance of implementation of such plan, the Employer will meet with the Unions at the national level to fully advise the Unions how it intends to implement the plan. If the Unions believe such plan violates the National Agreement, the matter may be grieved.

Such plan shall include a meeting at the regional level in advance (as much as six months whenever possible) of the reassignments anticipated. The Employer will advise the Unions, based on the best estimates available at the time, of the anticipated impact; the numbers of employees affected by craft; the locations to which they will be reassigned; and, in the case of a new installation, the anticipated complement by tour and craft. The Unions will be periodically updated by the Region should any of the information change due to more current data being available.

C. When employees are excessed out of their installation, the Union at the national level may request a comparative work hour report of the losing installation 60 days after the excessing of such employees.

If a review of the report does not substantiate that business conditions warranted the action taken, such employees shall have their retreat rights activated. If the retreat right is denied, the employees have the right to the grievance-arbitration procedure.

D. In order to minimize the impact on employees in the regular work force, the Employer agrees to separate public policy program employees, and to the extent possible, casual employees, working in the affected craft and installation prior to excessing any regular employee in that craft out of the installation. The junior full-time employee who is being excessed has the option of reverting to part-time flexible status in his/her craft, or of being reassigned to the gaining installation.

Art. XII, 5, B, 6

Section 5. Reassignments

A. Basic Principles and Reassignments

When it is proposed to:

1. Discontinue an independent installation;
2. Consolidate an independent installation (i.e., discontinue the independent identity of an installation by making it part of another and continuing independent installation);
3. Transfer a classified station or classified branch to the jurisdiction of another installation or make an independent installation;
4. Reassign within an installation employees excess to the needs of a section of that installation;
5. Reduce the number of regular work force employees of an installation other than by attrition;
6. Centralized mail processing and/or delivery installation (**New-Clerks Only; And Old-Clerks And Mail Handlers**);
7. Reassignment—motor vehicle;
8. Reassignment—part-time flexibles in excess of quota; such actions shall be subject to the following principles and requirements.

B. Principles and Requirements

1. Dislocation and inconvenience to full-time and part-time flexible employees shall be kept to the minimum consistent with the needs of the service.
2. The Regional Postmasters General shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned.
3. No employee shall be allowed to displace, or “bump” another employee, properly holding a position or duty assignment.
4. Unions affected shall be notified in advance (as much as six (6) months whenever possible), such notification to be at the regional level, except under A4 above, which shall be at the local level.
5. Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, will be governed by the standardized Government travel regulations as set forth in Methods Handbook M—9, “Travel”.
6. Any employee volunteering to accept reassignment to another craft or occupational group, another branch of the Postal Serv-

Art. XII, 5, B, 7

ice, or another installation shall start a new period of seniority beginning with such assignment, except as provided herein.

7. Whenever changes in mail handling patterns are undertaken in an area including one or more postal installations with resultant successive reassignments of mail handlers or clerks from those installations to one or more central installations, the reassignment of mail handlers and clerks shall be treated as details for the first 120 and 180 days respectively in order to prevent inequities in the seniority lists at the gaining installations. The 120 or 180 days is computed from the date of the first detail of a mail handler or clerk to the central, consolidated or new installation in that specific planning program. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous service in the regular work force in the same craft.
8. In determining seniority of special delivery messengers who received career status under Civil Service Regulation 3.101, that period of continuous service as a special delivery messenger prior to attaining career status shall be included.
9. Whenever in this Agreement provision is made for reassignments, it is understood that any full-time or part-time flexible employee reassigned must meet the qualification requirements of the position to which reassigned.
10. Whenever the provisions of this Section establishing seniority are inconsistent with the provisions of the Craft Articles of this Agreement, the provisions of the Craft Articles shall prevail.
11. 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.
12. a. Surplus U.S. Postal Service Employees—Surplus U.S. Postal Service employees from non-mail processing and non-mail delivery installations, regional offices, the U.S. Postal Service Headquarters or from other Federal departments or agencies shall be placed at the foot of the part-time flexible roll and begin a new period of seniority effective the date of reassignment.
 - b. Former full-time post office mail handlers who were reassigned to mail bag repair centers and depositories on or before July 1, 1956, and who since such reassignment have been continuously employed in the same center or depository and subsequent to March 31, 1965:
 - (1) When such an employee is declared excess and is returned to the mail handler craft in the same installation from

Art. XII, 5, C, 1

which the employee was reassigned, seniority shall be the same as for continuous service in the craft and installation.

- (2) Should such an employee who is not excess volunteer to be returned to the installation in place of a junior excess employee, seniority in the mail handler craft and installation will be that of the junior excess employee.
- (3) If such an employee voluntarily transfers to the employee's former installation he/she shall begin a new period of seniority.

C. Special Provisions on Reassignments

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

1. Discontinuance of an Independent Installation

- a. When an independent installation is discontinued, all full-time and part-time flexible employees shall, to the maximum extent possible, be involuntarily reassigned to continuing postal positions in accordance with the following:
- b. Involuntary reassignment of full-time employees with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the affected Unions, it is determined that it is necessary. The Postal Service will designate such installations for the reassignment of excess full-time employees. When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.
- c. Involuntary reassignment of full-time employees for whom consultation did not provide for placement under C1b above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments under (1) and (2) below, whichever is lesser:
 - (1) One day junior to the seniority of the junior full-time employee in the same level and craft or occupation in the installation to which assigned, or
 - (2) The seniority the employee had in the craft from which reassigned. The 5-year rule does not apply.
- d. Involuntary reassignment of part-time flexible employees with seniority in any vacancy in the part-time flexible quota

Art. XII, 5, C, 2

in the same craft or occupational group at any installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the affected Unions it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of the part-time flexible employees.

- e. Involuntary reassignment of part-time flexible employees for whom consultation did not provide for placement under C1d above in other crafts or occupational groups in which they meet minimum qualification at the same or lower level at the foot of the existing part-time flexible roster at the receiving installation and begin a new period of seniority.
- f. Full-time employees for whom no full-time vacancies are available by the time the installation is discontinued shall be changed to part-time flexible employees in the same craft and placed as such, but shall for six months retain placement rights to full-time vacancies developing within that time within any installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with affected Unions it is necessary, the U.S. Postal Service will designate such installations for the reassignment of excess full-time employees on the same basis as if they had remained full-time.
- g. Employees, full-time or part-time flexible, involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level, craft or occupational group from which reassigned.

2. Consolidation of an Independent Installation

- a. When an independent postal installation is consolidated with another postal installation, each full-time or part-time flexible employee shall be involuntarily reassigned to the continuing installation without loss of seniority in the employee's 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 full-time and part-time flexible employee whose reassignment was necessitated by the previous consolidation shall be entitled to the first vacancy in the reestablished

Art. XII, 5, C, 4

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

3. Transfer of a Classified Station or Classified Branch to the Jurisdiction of Another Installation or Made an Independent Installation

- a. When a classified station or classified branch is transferred to the jurisdiction of another installation or made an independent installation, all full-time 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 staff the transferred classified station or classified branch, junior employees, by craft or occupational group on an installation-wide seniority basis in the losing installation, shall be involuntarily reassigned to the classified station or classified branch and each employee thus involuntarily reassigned shall be entitled to the first vacancy in such employee's level and craft or occupational group in the installation from which transferred.

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

- a. The identification of assignments comprising for this purpose a section shall be determined locally by local negotiations. If no sections are established immediately by local negotiations, the entire installation shall comprise the section.
- b. Full-time employees, excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft or occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. Their preference is to be considered if more than one such assignment is available.

Art. XII, 5, C, 5, a

- c. Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy in the salary level after employees in the section have completed bidding. Such bidding in the section is limited to employees in the same salary level as the vacancy. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with employee who has retreat rights with respect to a vacancy in a lower salary level. Failure to exercise the option does not terminate the retreat rights in the salary level in which the employee was reassigned away from the section.
- d. The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid of the full-time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy.

5. Reduction in the Number of Employees in an Installation Other Than by Attrition

- a. Reassignments within installation. When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition, that installation:
 - (1) Shall determine by craft and occupational group the number of excess employees;
 - (2) Shall, to the extent possible, minimize the impact on regular work force employees by separation of all casuals;
 - (3) Shall, to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours;
 - (4) Shall identify as excess the necessary number of junior full-time employees in the salary level, craft, and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time employees who meet the minimum qualifications for vacant assignments in other crafts in the same installation; involuntarily reassign them (except as provided for letter carriers and special delivery messengers and vehicle service employees in Section C5b below) in the same or lower level with seniority, whichever is the lesser of:
 - (a) One day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or
 - (b) The seniority the employee had in the craft from which reassigned. The 5-year rule does not apply.

Art. XII, 5, C, 5, b

- (5) The employee shall be returned at the first opportunity to the craft from which reassigned.
 - (6) When returned, the employee retains seniority previously attained in the craft augmented by intervening employment in the other craft.
 - (7) The right of election by a senior employee provided in paragraph b(3), below is not available for this cross-craft reassignment within the installation.
- b. Reassignments to other installations after making reassignments within the installation:
 - (1) Involuntarily reassign such excess full-time employees starting with the junior with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the losing installation, or in more distant installations if after consultation with the affected Union it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of excess full-time employees. However:
 - (a) Whenever full-time PS-5 letter carrier routes are transferred from one installation to another, the full-time letter carriers whose complete routes are transferred shall have the option of transferring with their routes with their seniority.
 - (b) Whenever full-time or part-time motor vehicle craft assignments are discontinued in an installation and there is an excess in a position designation and salary level, the excess shall be adjusted to the maximum extent possible by making voluntary reassignments to vacant motor vehicle craft positions in installations within 100 miles unless the employee applies for a vacancy in a more distant installation. Senior qualified applicants for such vacant positions shall be reassigned. When reassignment is in the same designation and salary level, the reassigned employee retains his/her seniority.
 - (c) When the entire special delivery messenger unit is moved from one independent installation to another and all special delivery territory is transferred, the special delivery messengers will be reassigned in the gaining unit with full seniority credit for all seniority gained in the craft and installation. When less than the entire special delivery messenger unit is transferred and it is necessary to reassign one or more special delivery messengers to the gaining installation, senior special delivery messen-

Art. XII, 5, C, 6

gers shall be given option for reassignment. If no special delivery messenger elects to be reassigned, the junior special delivery messenger shall be reassigned.

- (2) Involuntarily reassign full-time employees for whom consultation did not provide for placement under b(1) above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments whichever is lesser of:
 - (a) one day junior to the seniority of the junior full-time employee in the same level and craft or occupational group in the installation to which assigned, or
 - (b) the seniority he/she had in the craft from which reassigned. The 5-year rule does not apply.
 - (3) Any senior employee in the same craft or occupational group in the same installation may elect to be reassigned to the gaining installation and take the seniority of the senior full-time employee subject to involuntary reassignment. Such senior employees who accept reassignment to the gaining installation do not have retreat rights.
 - (4) When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.
 - (5) A full-time employee shall have the option of changing to part-time flexible in the same craft or occupational group in lieu of involuntary reassignment.
 - (6) Employees involuntarily reassigned under b(1) and (2) above, other than senior employees who elect to be reassigned in place of junior employees, shall be entitled at the time of such reassignment to file a written request to be returned to the first vacancy in the level, in the craft or occupational group in the installation from which reassigned, and such request shall be honored so long as the employee does not withdraw it or decline to accept an opportunity to return in accordance with such request.
6. Centralized Mail, Processing and/or Delivery Installation (**Mail Handler And Clerk Crafts Only**)
- a. When the operations at a centralized installation or other mail processing and/or delivery installation result in an excess of full-time **mail handlers or clerks** at another installation(s), full-time **mail handlers or clerks** who are excess in a losing

Art. XII, 5, C, 7

installation(s) by reason of the change, shall be reassigned as provided in Section C5b. Reassignments of **mail handler and clerks** shall be treated as details for the first **120 and 180 days respectively** to avoid inequities in the selection of preferred duty assignments by full-time **mail handlers or clerks** in the gaining installation.

- b. Previously established preferred duty assignments which become vacant before expiration of the detail period must be posted for bid and awarded to eligible full-time **mail handlers or clerks** then permanently assigned in the gaining installation. Excess part-time flexible **mail handlers or clerks** may be reassigned as provided for in Section C8.
- c. All new duty assignments created in the gaining installation and all other vacant duty assignments in the centralized installation shall be posted for bid. One hundred **twenty (120) or one hundred eighty (180)** days is computed from the date of the first detail of an employee. Bidding shall be open to all full-time **mail handlers or clerks** of the craft involved at the gaining installation. This includes full-time **mail handlers or clerks** assigned to the gaining installation.
- d. When the centralized installation is a new one:
 - (1) Full-time clerks who apply for reassignment from the losing installation, shall be reassigned with their seniority.
 - (2) Reassignments shall be in the order of seniority and shall not exceed the number of excess full-time clerks in the losing installation.
 - (3) The provisions of 5a, above, apply to reassign junior full-time excess clerks, with their seniority, when there are excess full-time clerks after the reassignment of senior full-time clerks who apply for reassignment.

7. Reassignments—Motor Vehicle

- a. When a vehicle maintenance facility is established to replace an auxiliary garage, full-time and part-time flexible craft positions in the gaining installation are to be posted in the losing installation for applications by full-time and part-time flexible employees, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.
- b. When a vehicle maintenance facility is established to replace vehicle maintenance in a perimeter office, full-time and part-time flexible craft positions in the new maintenance facility shall be posted in the losing installation for applications by full-time and part-time flexible employees, respectively. Senior qualified applicants shall be reassigned without loss of

Art. XII, 5, C, 8

seniority, but not to exceed the number of excess employees in the losing installation.

- c. When vehicle operations are changed by transfer from one installation to another, new full-time and part-time flexible craft positions shall be posted for applications in losing installation by full-time and part-time flexible employees in the craft, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.
- d. After all reassignments have been made to the gaining installation, pursuant to Subsections a, b and c, the new full-time assignments in the gaining installations shall be posted for bids.
- e. If, after establishment of a new installation, operations result in further excess at losing installation(s), the procedures in Subsections a, b, c and d, above, apply to reassign senior applicants from the losing installation(s) to positions in the new installation.

8. Reassignment—Part-time Flexible Employees in Excess of Quota (Other Than Motor Vehicle)

Where there are part-time flexible employees in excess of the part-time flexible quota for the craft for whom work is not available, part-time flexibles lowest on the part-time flexible roll equal in number to such excess may at their option be reassigned to the foot of the part-time flexible roll in the same or another craft in another installation.

- a. An excess employee reassigned to another craft in the same or another installation shall be assigned to the foot of the part-time flexible roll and begin a new period of seniority.
- b. An excess part-time flexible employee reassigned to the same craft in another installation shall be placed at the foot of the part-time flexible roll. Upon change to full-time from the top of the part-time flexible roll, the employee's seniority for preferred assignments shall include the seniority the employee had in the losing installation augmented by part-time flexible service in the gaining installation.
- c. A senior part-time flexible in the same craft or occupational group in the same installation may elect to be reassigned in another installation in the same or another craft and take the seniority, if any, of the senior excess part-time flexible being reassigned, as set forth in a and b, above.
- d. The Postal Service will designate, after consultation with the affected Union, vacancies at installations in which excess part-time flexibles may request to be reassigned beginning with

Art. XIII, A

vacancies in other crafts in the same installation; then vacancies in the same craft in other installations; and finally vacancies in other crafts in other installations making the designations to minimize relocation hardships to the extent practicable.

- e. Part-time flexibles reassigned to another craft in the same installation shall be returned to the first part-time flexible vacancy within the craft and level from which reassigned.
- f. Part-time flexibles reassigned to other installations have retreat rights to the next such vacancy according to their standing on the part-time flexible roll in the losing installation but such retreat right does not extend to part-time flexibles who elect to request reassignment in place of the junior part-time flexibles.
- g. The right to return is dependent upon a written request made at the time of reassignment from the losing installation and such request shall be honored unless it is withdrawn or an opportunity to return is declined.

D. Part-Time Regular Employees

Part-time regular employees assigned in the craft units shall be considered to be in a separate category. All provisions of this Section apply to part-time regular employees within their own category.

ARTICLE XIII

ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES

A. Introduction

- 1. Part-time fixed schedule employees assigned in the craft unit shall be considered to be in a separate category. All provisions of this Article apply to part-time fixed schedule employees within their own category.
- 2. The U.S. Postal Service and the Unions recognizing their responsibility to aid and assist deserving full-time regular or part-time flexible employees who through illness or injury are unable to perform their regularly assigned duties, agree to the following provisions and conditions for reassignment to temporary or permanent light duty or other assignments. It will be the responsibility of each installation head to implement the provisions of this Agreement within the installation, after local negotiations.

Art. XIII, B

B. Employee's Request for Reassignment

1. Temporary Reassignment

Any full-time regular or part-time flexible employee recuperating from a serious illness or injury and temporarily unable to perform the assigned duties may voluntarily submit a written request to the installation head for temporary assignment to a light duty or other assignment. The request shall be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor stating, when possible, the anticipated duration of the convalescence period. Such employee agrees to submit to a further examination by a Public Health Service doctor or physician designated by the installation head, if that official so requests.

2. Permanent Reassignment

- a. Any ill or injured full-time regular or part-time flexible employee having a minimum of five years of postal service, or any full-time regular or part-time flexible employee who sustained injury on duty, regardless of years of service, while performing the assigned duties can submit a voluntary request for permanent reassignment to light duty or other assignment to the installation head if the employee is permanently unable to perform all or part of the assigned duties. The request shall be accompanied by a medical certificate from the United States Public Health Service or a physician designated by the installation head 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.
- b. **Effective 90 days after the signing of the Agreement, the following procedures are the exclusive procedures for resolving a disagreement between the employee's physician and the physician designated by the USPS concerning the medical condition of an employee who has requested a permanent light duty assignment. These procedures shall not apply to cases where the employee's medical condition arose out of an occupational illness or injury. On request of the Union, a third physician will be selected from a list of five Board Certified Specialists in the medical field for the condition in question, the list to be supplied by the local Medical Society. The physician will be selected by the alternate striking of names from the list by the Union and the Employer. The Employer will supply the selected physician with all relevant facts including job descriptions and occupational physical requirements. The decision of the third**

Art. XIII, C

physician will be final as to the employee's medical condition and occupational limitations, if any. Any other issues relating to the employee's entitlement to a light duty assignment shall be resolved through the grievance-arbitration procedure. The costs of the services of the third physician shall be shared by the Union and the Employer.

3. Installation heads shall show the greatest consideration for full-time regular or part-time flexible employees requiring light duty or other assignments, giving each request careful attention, and reassign such employees to the extent possible in the employee's office. When a request is refused, the installation head shall notify the concerned employee in writing, stating the reasons for the inability to reassign the employee.

C. Local Implementation

Due to varied size installations and conditions within installations, the following important items having a direct bearing on these reassignment procedures (establishment of light duty assignments) should be determined by local negotiations.

1. Through local negotiations, each office will establish the assignments that are to be considered light duty within each craft represented in the office. These negotiations should explore ways and means to make adjustments in normal assignments, to convert them to light duty assignments without seriously affecting the production of the assignment.
2. Light duty assignments may be established from part-time hours, to consist of 8 hours or less in a service day and 40 hours or less in a service week. The establishment of such assignment does not guarantee any hours to a part-time flexible employee.
3. Number of Light Duty Assignments. The number of assignments within each craft that may be reserved for temporary or permanent light duty assignments, consistent with good business practices, shall be determined by past experience as to the number of reassignments that can be expected during each year, and the method used in reserving these assignments to insure that no assigned full-time regular employee will be adversely affected, will be defined through local negotiations. The light duty employee's tour hours, work location and basic work week shall be those of the light duty assignment and the needs of the service, whether or not the same as for the employee's previous duty assignment.

Art. XIII, D, 1

D. General Policy Procedures

1. Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group, even if such assignment reduces the number of hours of work for the supplemental work force. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.
2. The full-time regular or part-time flexible employee must be able to meet the qualifications of the position to which the employee is reassigned on a permanent basis. On temporary reassignment, qualifications can be modified provided excessive hours are not used in the operation.
3. The reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible preference over other part-time flexible employees.
4. The reassignment of a full-time regular or part-time flexible employee under the provisions of this Article to an agreed-upon light duty temporary or permanent or other assignment within the office, such as type of assignment, area of assignment, hours of duty, etc., will be the decision of the installation head who will be guided by the examining physician's report, employee's ability to reach the place of employment and ability to perform the duties involved.
5. An additional full-time regular position can be authorized within the craft or occupational group to which the employee is being reassigned, if the additional position can be established out of the part-time hours being used in that operation without increasing the overall hour usage. If this cannot be accomplished, then consideration will be given to reassignment to an existing vacancy.
6. The installation head shall review each light duty reassignment at least once each year, or at any time the installation head has reason to believe the incumbent is able to perform satisfactorily in other than the light duty assignment the employee occupies. This review is to determine the need for continuation of the employee in the light duty assignment. Such employee may be requested to submit to a medical review by the United States Public Health Service or by a physician designated by the installation head if the installation head believes such examination to be necessary.
7. **Effective 90 days after the signing of the Agreement, the following procedures are the exclusive procedures for resolving a disagreement between the employee's physician and the physician design-**

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- nated by the USPS concerning the medical condition of an employee who is on a light duty assignment. These procedures shall not apply to cases where the employee's medical condition arose out of an occupational illness or injury. On request of the Union, a third physician will be selected from a list of five Board Certified Specialists in the medical field for the condition in question, the list to be supplied by the local Medical Society. The physician will be selected by the alternate striking of names from the list by the Union and the Employer. The Employer will supply the selected physician with all relevant facts including job descriptions and occupational physical requirements. The decision of the third physician will be final as to the employee's medical condition and occupational limitations, if any. Any other issues relating to the employee's entitlement to a light duty assignment shall be resolved through the grievance-arbitration procedure. The costs of the services of the third physician shall be shared by the Union and the Employer.
8. When a full-time regular employee in a temporary light duty assignment is declared recovered on medical review, the employee shall be returned to the employee's former duty assignment, if it has not been discontinued. If such former regular assignment has been discontinued, the employee becomes an unassigned full-time regular employee.
 9. If a full-time regular employee is reassigned in another craft for permanent light duty and later is declared recovered, on medical review, the employee shall be returned to the first available full-time regular vacancy in complement in the employee's former craft. Pending return to such former craft, the employee shall be an unassigned full-time regular employee. The employee's seniority shall be restored to include service in the light duty assignment.
 10. When a full-time regular employee who has been awarded a permanent light duty assignment within the employee's own craft is declared recovered, on medical review, the employee shall become an unassigned full-time regular employee.
 11. When a part-time flexible on temporary light duty is declared recovered, the employee's detail to light duty shall be terminated.
 12. When a part-time flexible who has been reassigned in another craft on permanent light duty is declared recovered, such assignment to light duty shall be terminated. Section D.9, above, does not apply even though the employee has advanced to full-time regular while on light duty.

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

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

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

F. Seniority of an Employee Assigned to Another Craft

1. Except as provided for in Section D.9., above, a full-time regular employee assigned to another craft or occupational group in the same or lower level in the same installation shall take the seniority for preferred tours and assignments, whichever is the lesser of (a) one day junior to the junior full-time regular employee in the craft or occupational group, (b) retain the seniority the employee had in the employee's former craft.
2. A part-time flexible employee who is permanently assigned to a full-time regular or part-time flexible assignment in another craft, under the provisions of this Article, shall begin a new

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period of seniority. If assigned as a part-time flexible, it shall be at the foot of the part-time flexible roll.
See Letter of Intent, Page 148

ARTICLE XIV

SAFETY AND HEALTH

Section 1. Responsibilities. It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Unions will cooperate with and assist management to live up to this responsibility.

Section 2. Cooperation. The Employer and the Unions insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions. Mechanization, vehicles and vehicle equipment and the work place must be maintained in a safe and sanitary condition, including adequate occupational health and environmental conditions. The Employer shall make available at each installation forms to be used by employees in reporting unsafe and unhealthful conditions. If an employee believes he/she is being required to work under unsafe conditions, the employee may: a) notify such employee's supervisor who will immediately investigate the condition and take corrective action if necessary; b) file a grievance at Step 2 of the grievance procedure within fourteen (14) days of notifying such employee's supervisor if no corrective action is taken during the employee's tour; c) and/or make a written report to the Union representative from the local Safety and Health Committee who may discuss the report with such employee's supervisor.

Section 3. Implementation. To assist in the positive implementation of the program:

A. There shall be established at the Employer's Headquarters level, a Joint Labor-Management Safety Committee. Representation on the Committee, to be specifically determined by the Employer and the Unions, shall include one person from each of the Unions and representatives from appropriate Departments in the Postal Service. Not later than 60 days following the effective date of this Collective Bargaining Agreement, designated representatives of the Union and Management will meet for the purpose of developing a comprehensive agenda which will include all aspects of the Employer's Safety Program. Subsequent to the development of this agenda priorities will be established and a tentative schedule will be developed to insure full discussion of all topics. Meetings may also be requested by either party for the specific purpose of discussing additional topics of interest within the scope of the Committee.

The responsibility of the Committee will be to evaluate and make recommendations on all aspects of the Employer's Safety Program,

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to include program adequacy, implementation at the local level, and studies being conducted for improving the work environment.

The Chairman will be designated by the Employer. The Union may designate a coordinator who, in conjunction with the Chairman, shall schedule the meetings, and recommend priorities on new agenda items. In addition, the coordinator may assist the Chairman in conducting the activities of the Committee. The Employer shall furnish the Unions information relating to injuries, illness and safety, including the morbidity and mortality experience of employees. This report shall be in form of reports furnished OSHA on a quarterly basis.

B. There shall be established at the Employer's regional level, a Regional Joint Labor-Management Safety Committee, which will be scheduled to meet quarterly and at such other times as designated by the Chairman. Representation on the Committee shall include one person from each of the Unions and appropriate representatives from the Postal Service Regional Office. The Chairman will be designated by the Employer.

C. The Employer will make Health Service available for the treatment of job related injury or illness where it determines they are needed. The Health Service will be available from any of the following sources: U.S. Public Health Service; other government or public medical sources within the area; independent or private medical facilities or services that can be contracted for; or in the event funds, spaces, and personnel are available for such purposes, they may be staffed at the installation. The Employer will promulgate appropriate regulations which comply with applicable regulations of the Office of Workers Compensation Programs, including employee choice of health services.

D. The Employer will comply with Section 19 of the Williams-Steiger Occupational Safety and Health Act.

Section 4. Local Safety Committee. At each postal installation having 50 or more employees, a Joint Labor-Management Safety and Health Committee will be established. Similar committees may be established upon request of the installation head in installations having fewer than 50 employees, as appropriate. Where no Safety and Health Committee exists, safety and health items may be placed on the agenda and discussed at labor-management meetings. There shall be equal representation on the Committee between the Unions and management. The representation on the Committee to be specifically determined by the Employer and the Unions shall include one person from each of the Unions and appropriate management representatives. The Chairman will be designated by the Employer.

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Section 5. Subjects for Discussion. Individual grievances shall not be made the subject of discussion during Safety and Health Committee meetings.

Section 6. Employee Participation. It is the intent of this program to insure broad exposure to employees, to develop interest by active participation of employees, to insure new ideas being presented to the Committee and to make certain that employees in all areas of an installation have an opportunity to be represented. At the same time, it is recognized that for the program to be effective, it is desirable to provide for a continuity in the committee work from year to year. Therefore, except for the Chairman and Secretary, the Committee members shall serve three-year terms and shall at the discretion of the Union be eligible to succeed themselves.

Section 7. Local Committee Meetings. The Safety and Health Committee shall meet at least quarterly and at such other times as designated by the Chairman. The meeting shall be on official time. Each Committee member shall submit agenda items to the Secretary at least three (3) days prior to the meeting. A member of the Health Unit will be invited to participate in the meeting of the Labor-Management Safety and Health Committee when agenda item(s) relate to the activities of the Health Unit.

Section 8. Local Committee Responsibilities. The Committee shall review the progress in accident prevention and health at the installation; determine program areas which should have increased emphasis; and it may investigate major accidents which result in disabling injuries. **Items properly relating to employee safety and health shall be considered appropriate discussion items.**

The Committee shall at its discretion render reports to the installation head and may at its discretion make recommendations to the installation head for action on matters concerning safety and health. The installation head shall within a reasonable period of time advise the Committee that the recommended action has been taken or advise the Headquarters Safety and Health Committee and the Presidents of the local Unions as to why it has not.

Upon proper written request to the Chairman of the Committee, on-the-spot inspection of particular troublesome areas may be made by individual Committee members or a Subcommittee or the Committee as a whole. **Such request shall not be unreasonably denied.** When so approved, the Committee members shall be on official time while making such inspection.

The Union representatives from the local Safety and Health Committee may participate on the annual inspection, conducted by the District Director, E&LR, in the main facility of each MSC and BMC, provided that the Union represents employees at the main facility of the MSC or BMC being inspected. In no case shall there be more than three (3), one (1) per Union, Union representatives on such inspections.

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The Union representatives from the local Safety and Health Committee may participate on other inspections of the main facility of each post office, MSC, BMC, or other installation with 100 or more man years of employment in the regular work force, and of an individual station or branch where the station or branch has 100 or more man years of employment in the regular work force, provided that the Union represents employees at the main facility or station or branch and provided that the Union representative is domiciled at the main facility or station or branch to be inspected. If such Union representative to the local Safety and Health Committee is not domiciled at the main facility or station or branch to be inspected and if such Union represents employees at that main facility or station or branch, such Union may designate a representative domiciled at the main facility, or station or branch to be inspected to participate on the inspection. In no case shall there be more than three (3), one (1) per Union, Union representatives on such inspections.

One Union representative from the local Safety and Health Committee, selected on a rotational basis by the Unions, may participate on the annual inspection of each installation with less than 100 man years of employment in the regular work force, where such Committee exists in the installation being inspected. In those installations that do not have a Safety and Health Committee, the inspector shall afford the opportunity for a bargaining unit employee from that installation to accompany him during these inspections. If requested, this bargaining unit employee should be selected, on a rotational basis, by the various exclusive bargaining representatives in that installation.

Section 9. Field Federal Safety and Health Councils. In those cities where Field Federal Safety and Health Councils exist, one representative of the Unions who is on the Local Safety and Health Committee in an independent postal installation in that city and who serves as a member of such Councils, will be permitted to attend the meetings. Such employee will be excused from regularly assigned duties without loss of pay. Employer authorized payment as outlined above will be granted at the applicable straight time rate, provided the time spent in such meetings is a part of the employee's regular work day.

ARTICLE XV

GRIEVANCE-ARBITRATION PROCEDURE

Section 1. Definition. A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Unions which involves the interpretation, application of, or compli-

Art. XV, 2

ance with the provisions of this Agreement or any local Memorandum of Understanding not in conflict with this Agreement.

Section 2. Grievance Procedure—Steps

Step 1: (a) Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause. The employee, if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. The Union also may initiate a grievance at Step 1 within 14 days of the date the Union first became aware of (or reasonably should have become aware of) the facts giving rise to the grievance. In such case the participation of an individual grievant is not required. A Step 1 Union grievance may involve a complaint affecting more than one employee in the office. **(b)** In any such discussion the supervisor shall have authority to settle the grievance. The steward or other Union representative likewise shall have authority to settle or withdraw the grievance in whole or in part. No resolution reached as a result of such discussion shall be a precedent for any purpose.

(c) If no resolution is reached as a result of such discussion, the supervisor shall render a decision orally stating the reasons for the decision. The supervisor's decision should be stated during the discussion, if possible, but in no event shall it be given to the Union representative (or the grievant, if no Union representative was requested) later than five (5) days thereafter unless the parties agree to extend the five (5) day period. Within five (5) days after the supervisor's decision, the supervisor shall, at the request of the Union representative, initial the standard grievance form that is used at Step 2 confirming the date upon which the decision was rendered.

(d) The Union shall be entitled to appeal an adverse decision to Step 2 of the grievance procedure within ten (10) days after receipt of the supervisor's decision. Such appeal shall be made by completing a standard grievance form developed by agreement of the parties, which shall include appropriate space for at least the following:

1. Detailed statement of facts;
2. Contentions of the grievant;
3. Particular contractual provisions involved; and
4. Remedy sought.

Step 2: (a) The standard grievance form appealing to Step 2 shall be filed with the installation head or designee. In any associate post office of twenty (20) or less employees, the Employer shall designate an official outside of the installation as the Step 2 official, and shall so notify the Union Step 1 representative.

(b) Any grievance initiated at Step 2, pursuant to Article II of this Agreement, must be filed within 14 days of the date on which the

Art. XV, 2

Union or the employee first learned or may reasonably have been expected to have learned of its cause.

(c) The installation head or designee will meet with the steward or a Union representative as expeditiously as possible, but no later than seven (7) days following receipt of the Step 2 appeal unless the parties agree upon a later date. In all grievances appealed from Step 1 or filed at Step 2, the grievant shall be represented in Step 2 for all purposes by a steward or a Union representative who shall have authority to settle or withdraw the grievance as a result of discussions or compromise in this Step. The installation head or designee in Step 2 also shall have authority to grant or settle the grievance in whole or in part.

(d) At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Article XXXI. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.

(e) Any settlement or withdrawal of a grievance in Step 2 shall be in writing or shall be noted on the standard grievance form, but shall not be a precedent for any purpose, unless the parties specifically so agree or develop an agreement to dispose of future similar or related problems.

(f) Where agreement is not reached the Employer's decision shall be furnished to the Union representative in writing, within ten (10) days after the Step 2 meeting unless the parties agree to extend the ten (10) day period. The decision shall include a full statement of the Employer's understanding of (1) all relevant facts, (2) the contractual provisions involved, and (3) the detailed reasons for denial of the grievance.

(g) If the Union representative believes that the facts or contentions set forth in the decision are incomplete or inaccurate, such representative should, within ten (10) days of receipt of the Step 2 decision, transmit to the Employer's representative a written statement setting forth corrections or additions deemed necessary by the Union. Any such statement must be included in the file as part of the grievance record in the case. The filing of such corrections or additions shall not affect the time limits for appeal to Step 3.

(h) The Union may appeal an adverse Step 2 decision to Step 3. Any such appeal must be made within fifteen (15) days after receipt of the

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Employer's decision unless the parties' representatives agree to extend the time for appeal. Any appeal must include copies of (1) the standard grievance form, (2) the Employer's written Step 2 decision, and, if filed, (3) the Union corrections or additions to the Step 2 decision.

Step 3: (a) Any appeal from an adverse decision in Step 2 shall be in writing to the Regional Director for Employee and Labor Relations, with a copy to the Employer's Step 2 representative, and shall specify the reasons for the appeal.

(b) The grievant shall be represented at the Employer's Regional level by a Union's Regional representative, or designee. The Step 3 meeting of the parties' representatives to discuss the grievance shall be held within fifteen (15) days after it has been appealed to Step 3. Each party's representative shall be responsible for making certain that all relevant facts and contentions have been developed and considered. The Union representative shall have authority to settle or withdraw the grievance in whole or in part. The Employer's representative likewise shall have authority to grant the grievance in whole or in part. In any case where the parties' representatives mutually conclude that relevant facts or contentions were not developed adequately in Step 2, they shall have authority to return the grievance to the Step 2 level for full development of all facts and further consideration at that level. In such event, the parties' representatives at Step 2 shall meet within seven (7) days after the grievance is returned to Step 2. Thereafter, the time limits and procedures applicable to Step 2 grievances shall apply.

(c) The Employer's written Step 3 decision on the grievance shall be provided to the Union's Step 3 representative within fifteen (15) days after the parties have met in Step 3, unless the parties agree to extend the fifteen (15) day period. Such decision shall state the reasons for the decision in detail and shall include a statement of any additional facts and contentions not previously set forth in the record of the grievance as appealed from Step 2. Such decision also shall state whether the Employer's Step 3 representative believes that no interpretive issue under the National Agreement or some supplement thereto which may be of general application is involved in the case.

(d) The Union may appeal an adverse decision directly to arbitration at the Regional level within twenty-one (21) days after the receipt of the Employer's Step 3 decision in accordance with the procedure herein-after set forth; provided the Employer's Step 3 decision states that no interpretive issue under the National Agreement or some supplement thereto which may be of general application is involved in the case.

(e) If either party's representative maintains that the grievance involves an interpretive issue under the National Agreement, or some supplement thereto which may be of general application, the Union representative shall be entitled to appeal an adverse decision to Step 4 (National level) of the grievance procedure. Any such appeal must be made within twenty-one (21) days after receipt of the Employer's

Art. XV, 2

decision and include copies of the standard grievance form, the Step 2 and Step 3 decisions and, if filed, any Union corrections and additions filed at Steps 2 or 3. The Union shall furnish a copy of the Union appeal to the Regional Director of Employee and Labor Relations.

(f) Where grievances appealed to Step 3 involve the same, or substantially similar issues or facts, one such grievance to be selected by the Union representative shall be designated the "representative" grievance. If not resolved at Step 3, the "representative" grievance may be appealed to Step 4 of the grievance procedure or to arbitration in accordance with the above. All other grievances which have been mutually agreed to as involving the same, or substantially similar issues or facts as those involved in the "representative" grievance shall be held at Step 3 pending resolution of the "representative" grievance, provided they were timely filed at Step 1 and properly appealed to Steps 2 and 3 in accordance with the grievance procedure.

Following resolution of the "representative" grievance, the parties involved in that grievance shall meet at Step 3 to apply the resolution to the other pending grievances involving the same, or substantially similar issues or facts. Disputes over the applicability of the resolution of the "representative" grievance shall be resolved through the grievance-arbitration procedures contained in this Article; in the event it is decided that the resolution of the "representative" grievance is not applicable to a particular grievance, the merits of that grievance shall also be considered.

Step 4: (a) In any case properly appealed to this Step the parties shall meet at the National level promptly, but in no event later than thirty (30) days after filing such appeal in an attempt to resolve the grievance. The Union representative shall have authority to settle or withdraw the grievance in whole or in part. The Employer's representative shall have authority to grant or settle the grievance in whole or in part. The parties' Step 4 representatives may, by mutual agreement, return any grievance to Step 3 where (a) the parties agree that no national interpretive issue is fairly presented or (b) it appears that all relevant facts have not been developed adequately. In such event, the parties shall meet at Step 3 within fifteen (15) days after the grievance is returned to Step 3. Thereafter the procedures and time limits applicable to Step 3 grievances shall apply. Following their meeting in any case not returned to Step 3, a written decision by the Employer will be rendered within fifteen (15) days after the Step 4 meeting unless the parties agree to extend the fifteen (15) day period. The decision shall include an adequate explanation of the reasons therefor. In any instance where the parties have been unable to dispose of a grievance by settlement or withdrawal, the National President of the Union involved shall be entitled to appeal it to arbitration at the National level within thirty (30) days after receipt of the Employer's Step 4 decision.

Art. XV, 4, A

Section 3. Grievance Procedure—General

(a) The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in settlement or withdrawal of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end.

(b) The failure of the employee or the Union in Step 1, or the Union thereafter to meet the prescribed time limits of the Steps of this procedure, including arbitration, shall be considered as a waiver of the grievance. However, if the Employer fails to raise the issue of timeliness at Step 2, or at the step at which the employee or Union failed to meet the prescribed time limits, whichever is later, such objection to the processing of the grievance is waived.

(c) Failure by the Employer to schedule a meeting or render a decision in any of the Steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall be deemed to move the grievance to the next Step of the grievance-arbitration procedure.

(d) It is agreed that in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement, such dispute may be initiated as a grievance at the Step 4 level by the President of the Union. Such a grievance shall be initiated in writing and must specify in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the contention of the Union. Thereafter the parties shall meet in Step 4 within thirty (30) days in an effort to define the precise issues involved, develop all necessary facts, and reach agreement. Should they fail to agree, then, within fifteen (15) days of such meeting, each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to such issues. In the event the parties have failed to reach agreement within sixty (60) days of the initiation of the grievance in Step 4, the Union then may appeal it to arbitration, within thirty (30) days thereafter.

Section 4. Arbitration

A. General Provisions (1) A request for arbitration shall be submitted within the specified time limit for appeal.

(2) No grievance may be arbitrated at the National level except when timely notice of appeal is given the Employer in writing by the National President of the Union involved. No grievance may be appealed to arbitration at the Regional level except when timely notice of appeal is given in writing to the appropriate Regional official of the Employer by the certified representative of the Union in the particular Region. Such representative shall be certified to appeal grievances by

Art. XV, 4, A

the National President of the Union to the Employer at the National level.

(3) All grievances appealed to arbitration will be placed on the appropriate pending arbitration list in the order in which appealed. The Employer, in consultation with the particular Unions involved, will be responsible for maintaining appropriate dockets of grievances, as appealed, and for administrative functions necessary to assure efficient scheduling and hearing of cases by arbitrators at all levels.

(4) In order to avoid loss of available hearing time, except in National Level cases, back-up cases should be scheduled to be heard in the event of late settlement or withdrawal of grievances before hearing. In the event that either party withdraws a case less than five (5) days prior to the scheduled arbitration date, and the parties are unable to agree on scheduling another case on that date, the party withdrawing the case shall pay the full costs of the arbitrator for that date. In the event that the parties settle a case or either party withdraws a case five (5) or more days prior to the scheduled arbitration date, the backup case on the appropriate arbitration list shall be scheduled. If the parties settle a case less than five (5) days prior to the scheduled arbitration date and are unable to agree to schedule another case, the parties shall share the costs of the arbitrator for that date. This paragraph shall not apply to National level arbitration cases.

(5) Arbitration hearings normally will be held during working hours where practical. Employees whose attendance as witnesses is required at hearings during their regular working hours shall be on Employer time when appearing at the hearing, provided the time spent as a witness is part of the employee's regular working hours.

(6) All decisions of an arbitrator will be final and binding. All decisions of arbitrators shall be limited to the terms and provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended, or modified by an arbitrator. Unless otherwise provided in this Article, all costs, fees, and expenses charged by an arbitrator will be shared equally by the parties.

(7) All arbitrators on the Regular Regional Panels and the Expedited Panels and on the National Panel shall serve for the term of this Agreement and shall continue to serve for six (6) months thereafter, unless the parties otherwise mutually agree.

(8) Arbitrators on the National and on the Regular and Expedited Regional Panels shall be selected by the method agreed upon by the parties at the National Level.

(9) In any arbitration proceeding in which a Union feels that its interests may be affected, it shall be entitled to intervene and participate in such arbitration proceeding, but it shall be required to share the cost of such arbitration equally with any or all other Union parties to such proceeding. Any dispute as to arbitrability may be submitted to

Art. XV, 4, C

the arbitrator and be determined by such arbitrator. The arbitrator's determination shall be final and binding.

B. Regional Level Arbitration—Regular (1) At the Regional level three (3) separate lists of cases to be heard in arbitration shall be maintained for each Union: (a) one for all removal cases and cases involving suspensions for more than 30 days, (b) one for all cases referred to Expedited Arbitration, and (c) one for all other cases appealed to arbitration at the Regional Level.

(2) Cases will be scheduled for arbitration in the order in which appealed, unless the Union and Employer otherwise agree.

(3) Only discipline cases involving suspensions of 30 days or less and those other disputes as may be mutually determined by the parties shall be referred to Expedited Arbitration in accordance with Section C hereof.

(4) Cases referred to arbitration, which involve removals or suspensions for more than 30 days, shall be scheduled for hearing at the Regional Level at the earliest possible date in the order in which appealed by the particular Union involved.

(5) If either party concludes that a case referred to Regional Arbitration involves an interpretative issue under the National Agreement or some supplement thereto which may be of general application, that party may withdraw the case from arbitration and refer the case to Step 4 of the grievance procedure.

(6) The arbitrators on each Regular Regional Panel shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties. The hearing time to be made available to each of the signatory Unions for arbitration in any given Region shall be determined on a pro-rata basis in light of the relative size of the bargaining units represented by the Unions in the given Region.

(7) Normally, there will be no transcripts of arbitration hearings or filing of post-hearing briefs in cases heard in Regular Regional level arbitration, except either party at the National level may request a transcript, and either party at the hearing may request to file a post-hearing brief. However, each party may file a written statement setting forth its understanding of the facts and issues and its argument at the beginning of the hearing and also shall be given an adequate opportunity to present argument at the conclusion of the hearing.

(8) The arbitrator in any given case should render an award therein within thirty (30) days of the close of the record in the case.

C. Regional Level Arbitration—Expedited

(1) The parties agree to continue the utilization of an expedited arbitration system for disciplinary cases of 30 days suspension or less which do not involve interpretation of the Agreement and for such other cases as the parties may mutually determine. This system may be utilized by agreement of the Union involved through its National President or designee and the Senior Assistant Postmaster General,

Art. XV, 4, D

Employee and Labor Relations Group, or designee. In any such case, the FMCS or AAA shall immediately notify the designated arbitrator. The designated arbitrator is that member of the Expedited Panel who, pursuant to a rotation system, is scheduled for the next arbitration hearing. Immediately upon such notification the designated arbitrator shall arrange a place and date for the hearing promptly but within a period of not more than ten (10) working days. If the designated arbitrator is not available to conduct a hearing within the ten (10) working days, the next panel member in rotation shall be notified until an available arbitrator is obtained.

(2) If either party concludes that the issues involved are of such complexity or significance as to warrant reference to the Regular Regional Arbitration Panel, that party shall notify the other party of such reference at least twenty-four (24) hours prior to the scheduled time for the expedited arbitration.

(3) The hearing shall be conducted in accordance with the following:

- (a) the hearing shall be informal;
- (b) no briefs shall be filed or transcripts made;
- (c) there shall be no formal rules of evidence;
- (d) the hearing shall normally be completed within one day;
- (e) if the arbitrator or the parties mutually conclude at the hearing that the issues involved are of such complexity or significance as to warrant reference to the Regular Regional Arbitration Panel, the case shall be referred to that panel; and
- (f) the arbitrator may issue a bench decision at the hearing but in any event shall render a decision within forty-eight (48) hours after conclusion of the hearing. Such decision shall be based on the record before the arbitrator and may include a brief written explanation of the basis for such conclusion. These decisions will not be cited as a precedent. The arbitrator's decision shall be final and binding. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.

(4) No decision by a member of the Expedited Panel in such a case shall be regarded as a precedent or be cited in any future proceeding, but otherwise will be a final and binding decision.

(5) The Expedited Arbitration Panel shall be developed by the National parties, on an area basis, with the aid of the American Arbitration Association and the Federal Mediation and Conciliation Service.

D. National Level Arbitration

(1) Only cases involving interpretive issues under this Agreement or supplements thereto of general application will be arbitrated at the National level.

(2) Separate dockets of cases appealed to arbitration at the National level shall be maintained for each Union. The arbitrators on the

Art. XVI

National Panel shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties. All available hearing time at the National level shall be pro-rated among the Unions on the basis of the relative size of the respective bargaining units represented. Cases on each docket will be scheduled for arbitration in the order in which appealed, unless the Union and Employer otherwise agree.

Section 5. Administration

The parties recognize their continuing joint responsibility for efficient functioning of the grievance procedure and effective use of arbitration. Commencing April 1, 1979, and quarterly thereafter, the Employer will furnish to the President of each Union a copy of a quarterly report containing the following information covering operation of the arbitration procedure at the National level, and for each Region separately:

- (a) number of cases appealed to arbitration;
- (b) number of cases scheduled for hearing;
- (c) number of cases heard;
- (d) number of scheduled hearing dates, if any, which were not used;
- (e) the total number of cases pending but not scheduled at the end of the quarter.

Section 6.

The provisions of this Article will become effective February 1, 1979. Grievances instituted prior to February 1, 1979, will be processed, including arbitration, under the Grievance-Arbitration Procedure set forth under Article XV of the 1975 National Agreement.

See Memorandum of Understanding, Page 149.

See Memorandum of Agreement, Page 150.

ARTICLE XVI

DISCIPLINE PROCEDURE

In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to, insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, violation of the terms of this Agreement, or failure to observe safety rules and regulations. Any such discipline or discharge shall be subject to the grievance-arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

For minor offenses by an employee, management has a responsibility to discuss such matters with the employee. Discussions of this type shall be held in private between the employee and the supervisor. Such discussions are not considered discipline and are not grievable. Following such discussions, there is no prohibition against the supervisor

Art. XVI, 1

and/or the employee making a personal notation of the date and subject matter for their own personal record(s). However, no notation or other information pertaining to such discussion shall be included in the employee's personnel folder. While such discussions may not be cited as an element of a prior adverse record in any subsequent disciplinary action against an employee, they may be, where relevant and timely, relied upon to establish that employees have been made aware of their obligations and responsibilities.

Section 1. Letter of Warning

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

Section 2. Suspensions of Less Than 30 Days. In the case of discipline involving suspensions of thirty (30) days or less, the employee against whom disciplinary action is sought to be initiated shall be served with a written notice of the charges against the employee and shall be further informed that he/she will be suspended after two (2) working days during which two-day period the employee shall remain on the job or on the clock (in pay status) at the option of the Employer.

Section 3. Suspensions of More Than 30 Days or Discharge. In the case of suspensions of more than thirty (30) days, or of discharge, any employee shall, unless otherwise provided herein, be entitled to an advance written notice of the charges against him/her and shall remain either on the job or on the clock at the option of the Employer for a period of thirty (30) days. Thereafter, the employee shall remain on the rolls (non-pay status) until disposition of the case has been had either by settlement with the Union or through exhaustion of the grievance-arbitration procedure. A preference eligible who chooses to appeal a suspension of more than thirty (30) days or his discharge to the Civil Service Commission rather than through the grievance-arbitration procedure shall remain on the rolls (non-pay status) until disposition of the case has been had either by settlement or through exhaustion of his Civil Service appeal. When there is reasonable cause to believe an employee is guilty of a crime for which a sentence of imprisonment can be imposed, the Employer is not required to give the employee the full thirty (30) days' advance written notice in a discharge action, but shall give such lesser number of days advance written notice as under the circumstances is reasonable and can be justified. The employee is immediately removed from a pay status at the end of the notice period.

Art. XVI, 6

Section 4. Indefinite Suspension—Crime Situation.

- A. The Employer may indefinitely suspend an employee in those cases where the Employer has reasonable cause to believe an employee is guilty of a crime for which a sentence of imprisonment can be imposed. In such cases, the Employer is not required to give the employee the full thirty (30) days advance notice of indefinite suspension, but shall give such lesser number of days of advance written notice as under the circumstances is reasonable and can be justified. The employee is immediately removed from a pay status at the end of the notice period.
- B. The just cause of an indefinite suspension is grievable. The arbitrator shall have the authority to reinstate and make the employee whole for the entire period of the indefinite suspension.
- C. If after further investigation or after resolution of the criminal charges against the employee, the Employer determines to return the employee to a pay status, the employee shall be entitled to back pay for the period that the indefinite suspension exceeded seventy (70) days, if the employee was otherwise available for duty, and without prejudice to any grievance filed under B. above.
- D. The Employer may take action to discharge an employee during the period of an indefinite suspension whether or not the criminal charges have been resolved, and whether or not such charges have been resolved in favor of the employee. Such action must be for just cause, and is subject to the requirements of Section 3 of this Article.

Section 5. Emergency Procedure. An employee may be immediately placed on an off-duty status (without pay) by the Employer, but remain on the rolls where the allegation involves intoxication (use of drugs or alcohol), pilferage, or failure to observe safety rules and regulations; or in cases where retaining the employee on duty may result in damage to U.S. Postal Service property, loss of mail or funds, or where the employee may be injurious to self or others. The employee shall remain on the rolls (non-pay status) until disposition of the case has been had. If it is proposed to suspend such an employee for more than thirty (30) days or discharge the employee, the emergency action taken under this Section may be made the subject of a separate grievance.

Section 6. Review of Discipline. In no case may a supervisor impose suspension or discharge upon an employee unless the proposed disciplinary action by the supervisor has first been reviewed and concurred in by the installation head or designee.

In associate post offices of twenty (20) or less employees, or where there is no higher level supervisor than the supervisor who proposes to initiate suspension or discharge, the proposed disciplinary action shall first be reviewed and concurred in by a higher authority

Art. XVI, 7

outside such installation or post office before any proposed disciplinary action is taken.

Section 7. Veterans' Preference. A preference eligible is not hereunder deprived of whatever rights of appeal such employee may have under the Veterans' Preference Act; however, if the employee appeals under the Veterans' Preference Act, the employee thereby waives access to any procedure under this Agreement beyond Step 3 of the grievance-arbitration procedure.

Section 8. Employee Discipline Records. The records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two years.

ARTICLE XVII REPRESENTATION

Section 1. Stewards. Stewards may be designated for the purpose of investigating, presenting and adjusting grievances.

Section 2. Appointment of Stewards

A. Each Union signatory to this Agreement will certify to the Employer in writing a steward or stewards and alternates in accordance with the following general guidelines. Where more than one steward is appointed, one shall be designated chief steward. The selection and appointment of stewards or chief stewards is the sole and exclusive function of each Union. Stewards will be certified to represent employees in specific work location(s) on their tour; provided no more than one steward may be certified to represent employees in a particular work location(s). The number of stewards shall be in accordance with the formula as hereinafter set forth:

Up to 49	Employees in the same craft per tour or station	1 steward
50 to 99	"	2 stewards
100 to 199	"	3 stewards
200 to 499	"	5 stewards
500 or more	"	5 stewards
		plus additional
		steward for each
		100 employees

B. At an installation, a Union may designate in writing to the Employer one Union officer actively employed at that installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance. The activities of such Union officer shall be in lieu of a steward designated under the formula in Section 2A and shall be in

Art. XVII, 4

accordance with Section 3. Payment, when applicable, shall be in accordance with Section 4.

C. To provide steward service to a number of small installations where a steward is not provided by the above formula, a Union representative certified to the Employer in writing and compensated by the Union may perform the duties of a steward.

D. At the option of a Union, representatives not on the Employer's payroll shall be entitled to perform the functions of a steward or chief steward, provided such representatives are certified in writing to the Employer at the regional level and providing such representatives act in lieu of stewards designated under the provisions of 2A or 2B above.

E. A steward may be designated to represent more than one craft, or to act as a steward in a craft other than his/her own, whenever the Union or Unions involved so agree, and notify the Employer in writing. Any steward designations across craft lines must be in accordance with the formula set forth in Section 2A above.

Section 3. Rights of Stewards. When it is necessary for a steward to leave his/her work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, the steward shall request permission from the immediate supervisor and such request shall not be unreasonably denied. In the event the duties require the steward leave the work area and enter another area within the installation or post office, the steward must also receive permission from the supervisor from the other area he/she wishes to enter and such request shall not be unreasonably denied.

The steward, chief steward or other Union representative properly certified in accordance with Section 2 above may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.

While serving as a steward or chief steward, an employee may not be involuntarily transferred to another tour, to another station or branch of the particular post office or to another independent post office or installation unless there is no job for which the employee is qualified on such tour, or in such station or branch, or post office.

If an employee requests a steward or Union representative to be present during the course of an interrogation by the Inspection Service, such request will be granted. All polygraph tests will continue to be on a voluntary basis.

Section 4. Payment of Stewards. The Employer will authorize payment only under the following conditions:

Art. XVII, 5

Grievances:

Steps 1 and 2—The aggrieved and one Union steward (only as permitted under the formula in Section 2A) for time actually spent in grievance handling, including investigation and meetings with the Employer. The Employer will also compensate a steward for the time reasonably necessary to write a grievance. **In addition, the Employer will compensate any witnesses for time required to attend a Step 2 meeting.**

Meetings called by the Employer for information exchange and other conditions designated by the Employer concerning contract application.

Employer authorized payment as outlined above will be granted at the applicable straight time rate, providing the time spent is a part of the **employee's or steward's** (only as provided for under the formula in Section 2A) regular work day.

Section 5. Labor-Management Committee Meetings.

A. The Unions party to this Agreement through their designated agents shall be entitled at the national, regional, and local levels, and at such other intermediate levels as may be appropriate, to participate in regularly scheduled Joint Labor-Management Committee meetings for the purpose of discussing, exploring, and considering with management matters of mutual concern; provided neither party shall attempt to change, add to or vary the terms of this Collective Bargaining Agreement.

B. **All other national level committees established pursuant to the terms of this Agreement shall function as subcommittees of the national level Labor-Management Committee.**

C. Meetings at the national and regional (except as to the Christmas operation) levels will not be compensated by the Employer. The Employer will compensate one designated representative from the Union or Unions concerned with the subject matter of the meeting for actual time spent in the meeting at the applicable straight time rate, providing the time spent in such meetings is a part of the employee's regular scheduled work day.

Section 6. Union Participation in New Employee Orientation. During the course of any employment orientation program for new employees, a representative of the Union representing the craft or occupational group to which the new employees are assigned shall be provided ample opportunity to address such new employees,

Art. XVII, 7, B

provided that this provision does not preclude the Employer from addressing employees concerning the same subject.

Section 7. Checkoff

A. In conformity with Section 2 of the Act, 39 U.S.C. 1205, without cost to the Unions, the Employer shall deduct and remit to the appropriate Union the regular and periodic Union dues from the pay of employees who are members of such Union, provided that the Employer has received a written assignment which shall be irrevocable for a period of not more than one year, from each employee on whose account such deductions are to be made. The Employer agrees to remit to each Union all deductions to which it is entitled prior to the end of the month for which such deductions are made. Deductions shall be in such amounts as are designated to the Employer in writing by each Union.

B. The authorization of such deductions shall be in the following form:

**AUTHORIZATION FOR DEDUCTION OF UNION DUES
UNITED STATES POSTAL SERVICE**

Date _____

I hereby assign to _____ (Union) _____ from any salary or wages earned or to be earned by me as your employee (in my present or any future employment by you) such regular and periodic membership dues as the Union may certify as due and owing from me, as may be established from time to time by said Union. I authorize and direct you to deduct such amounts from my pay and to remit same to said Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for a period of one (1) year from the date of delivery hereof to you, and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year, unless written notice is given by me to you and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year.

Art. XVII, 7, C

This assignment is freely made pursuant to the provisions of the Postal Reorganization Act and is not contingent upon the existence of any agreement between you and my Union.

_____ Signature of Employee	_____ Street Address
_____ Type or Print Name of Employee	_____ City, State
_____ Employee's Clock Number	_____ Employee's Social Security No.
_____ Date of Signature	_____ Date of Delivery to Employer

(Form to be revised to conform to Postal Service Machine Requirements as on SF 1187.)

C. Notwithstanding the foregoing, employees' dues deduction authorizations (Standard Form 1187) which are presently on file with the Employer on behalf of a Union party to this Agreement, shall continue to be honored and given full force and effect by the Employer unless and until revoked in accordance with their terms.

D. The Employer agrees that it will continue in effect, but without cost to employees, its existing program of payroll deductions at the request and on behalf of employees for remittance to financial institutions including credit unions. In addition the Employer agrees without cost to the employee to make payroll deductions on behalf of such organization or organizations as one or more of the Unions shall designate to receive funds to provide group automobile insurance for employees and/or homeowners/tenant liability insurance for employees, provided only one insurance carrier is selected to provide such coverage.

ARTICLE XVIII

NO STRIKE

Section 1. The Unions in behalf of their members agree that they will not call or sanction a strike or slowdown.

Section 2. The Unions or their local Unions (whether called branches or by other names) will take reasonable action to avoid such activity and where such activity occurs, immediately inform striking employees they are in violation of this Agreement and order said employees back to work.

Section 3. It is agreed that Unions or their local Unions (whether called branches or by other names) which comply with the requirements of this Article shall not be liable for the unauthorized action of their members or other postal employees.

Art. XX, 2

Section 4. The parties agree that the provisions of this Article shall not be used in any way to defeat any current or future legal action involving the constitutionality of existing or future legislation prohibiting Federal employees from engaging in strike actions. The parties further agree that the obligations undertaken in this Article are in no way contingent upon the final determination of such constitutional issues.

ARTICLE XIX

HANDBOOKS AND MANUALS

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

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Unions at the national level at least thirty (30) days prior to issuance. At the request of the Unions, the parties shall meet concerning such changes. If the Unions, after the meeting, believe the proposed changes violate the National Agreement (including this Article), they may then submit the issue to arbitration in accordance with the arbitration procedure within thirty (30) days after receipt of the notice of proposed change. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished the Unions upon issuance.

ARTICLE XX

PARKING

Section 1. The existing parking program will remain in effect. A National Study Committee on Parking will be established in order to improve the parking program at existing facilities and to recommend such programs for new facilities.

Section 2. Recognizing the need for adequate security for employees in parking areas, and while en route to and from parking areas, the Employer will take reasonable steps, based on the specific needs of the individual location, to safeguard employee security, including, but not limited to, establishing liaison with local police authorities, requesting the assignment of additional uniformed police in the area,

Art. XXI, 1

improving lighting and fencing, and, where available, utilizing mobile security force patrols.

ARTICLE XXI

BENEFIT PLANS

Section 1. Health Benefits. The employer will continue its contribution to the cost of the health insurance program of 75% based on the present method of computation. The term "present method of computation" refers to the following:

A. The bi-weekly contributions by the Employer for employees shall be an amount equal to 75 percent of the average of the subscription charges in effect on the first day of the first pay period of January 1978 for employees of the United States as defined in 5 U.S.C. 8901, with respect to self alone or self and family enrollments, as applicable, for the highest level of benefits offered by—

- (1) the service benefit plan;
- (2) the indemnity benefit plan;
- (3) the two employee organization plans with the largest number of enrollments as determined by the Civil Service Commission; and
- (4) the two comprehensive medical plans with the largest number of enrollments, as determined by the Civil Service Commission.

B. The amount of contributions by the Employer for employees shall be readjusted beginning on the first pay period of January 1979 in accordance with the annual readjustment of the average by the Civil Service Commission as provided above or in other words, 75 percent of said adjusted average.

C. The amount of contributions by the Employer for employees shall be readjusted beginning on the first pay period of January 1980 and January 1981 in accordance with the annual readjustment of the average by the Civil Service Commission as provided or in other words, 75 percent of the newly adjusted average.

D. There shall be withheld from the pay of each enrolled employee and there shall be contributed by the Employer, amounts, in the same ratio as the contributions of the employee and the Employer which are necessary for the administrative costs and reserves provided for by Section 8909(b) of Title 5 U.S.C.

E. The amount necessary to pay the total charge for enrollment after the Employer's contribution is deducted shall be withheld from the pay of each enrolled employee.

F. The limitation in 5 U.S.C. Section 8906(b) upon the Employer's contribution for any individual employee shall bear the same ratio to the Service's percentage contribution, as stated above, as 60 bears to 75.

Art. XXIII

Section 2. Life Insurance. The Employer shall maintain the current life insurance program in effect during the term of this Agreement.

Section 3. Retirement. The provisions of Chapter 83 of Title 5 U.S. Code, and any amendments thereto, shall continue to apply to employees covered by this Agreement.

Section 4. Injury Compensation. Employees covered by this Agreement shall be covered by subchapter I of Chapter 81 of Title 5, and any amendments thereto, relating to compensation for work injuries. The Employer will promulgate appropriate regulations which comply with applicable regulations of the Office of Workers Compensation Programs and any amendments thereto.

Section 5. Health Benefit Brochures. When a new employee who is eligible for enrollment in the Federal Employee's Health Benefit Program enters the Postal Service, the employee shall be furnished a copy of the Health Benefit Plan brochure of the Union signatory to this Agreement which represents the craft in which the employee is to be employed.

ARTICLE XXII

BULLETIN BOARDS

The Employer shall furnish separate bulletin boards for the exclusive use of each Union party to this Agreement, subject to the conditions stated herein, if space is available. If sufficient space is not available, at least one will be provided for all Unions signatory to this Agreement. The Unions may place their literature racks in swing rooms, if space is available. Only suitable notices and literature may be posted or placed in literature racks. There shall be no posting or placement of literature in literature racks except upon the authority of officially designated representatives of the Unions.

ARTICLE XXIII

RIGHTS OF UNION OFFICIALS TO ENTER POSTAL INSTALLATIONS

Upon reasonable notice to the Employer, duly authorized representatives of the Unions shall be permitted to enter postal installations for the purpose of performing and engaging in official union duties and business related to the Collective Bargaining Agreement. There shall be no interruption of the work of employees due to such visits and representatives shall adhere to the established security regulations.

ARTICLE XXIV

EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS

1. Any employee on leave without pay to devote full or part-time service to a Union signatory to this Agreement shall be credited with step increases as if he/she had been in a pay status. Retirement benefits will accrue on the basis of the employee's step so attained, provided the employee makes contributions to the retirement fund in accordance with current procedure. Annual and sick leave will be earned in accordance with existing procedures based on hours worked.
2. Full or part-time employees will be granted annual leave or leave without pay at the election of the employee to attend National, State and Regional Union Conventions (Assemblies) provided that a request for leave has been submitted by the employee to the installation head as soon as practicable and provided that approval of such leave does not seriously adversely affect the service needs of the installation.
3. If the requested leave falls within the choice vacation period and if the request is submitted prior to the determination of the choice vacation period schedule, it will be granted prior to making commitments for vacations during the choice period, and will be considered part of the total choice vacation plan for the installation, unless agreed to the contrary at the local level. Where the specific delegates to the Convention (Assembly) have not yet been determined, upon the request of the Union, the Employer will make provision for leave for these delegates prior to making commitments for vacations.
4. If the requested leave falls within the choice vacation period and the request is submitted after the determination of the choice vacation period schedule, the Employer will make every reasonable effort to grant such request, consistent with service needs.

ARTICLE XXV

HIGHER LEVEL ASSIGNMENTS

1. Higher level work is defined as an assignment to a ranked higher level position, whether or not such position has been authorized at the installation.
2. An employee who is detailed to higher level work shall be paid at the higher level for time actually spent on such job. An employee's higher level rate shall be determined as if promoted to the position. An employee temporarily assigned or detailed to a lower level position shall be paid at the employee's own rate.

3. Any employee detailed to higher level work shall be given a written management order, stating beginning and approximate termination, and directing the employee to perform the duties of the higher level position. Such written order shall be accepted as authorization for the higher level pay. The failure of management to give a written order is not grounds for denial of higher level pay if the employee was otherwise directed to perform the duties.
4. Detailing of employees to higher level bargaining unit work in each craft shall be from those eligible, qualified and available employees in each craft in the immediate work area in which the temporarily vacant higher level position exists. However, for details of an anticipated duration of one week (five working days within seven calendar days) or longer to those higher level craft positions enumerated in the craft Articles of this Agreement as being permanently filled on the basis of promotion of the senior qualified employee, the senior, qualified, eligible, available employee in the immediate work area in which the temporarily vacant higher level position exists shall be selected.
5. Leave pay for employees detailed to a higher level position will be administered in accordance with the following:

Employees working short term on a higher level assignment or detail will be entitled to approved sick and annual paid leave at the higher level rate for a period not to exceed three days.

Short term shall mean an employee has been on an assignment or detail to a higher level for a period of 29 consecutive work days or less at the time leave is taken and such assignment or detail to the higher level position is resumed upon return to work. All short term assignments or details will be automatically cancelled if replacements are required for absent detailed employees.

Long term shall mean an employee has been on an assignment or detail to the higher level position for a period of 30 consecutive workdays or longer at the time leave is taken and such assignment or detail to the higher level position is resumed upon return to work.

Terminal leave payments resulting from death will be paid at the higher level for all employees who are assigned or detailed to higher level assignments on their last workday.

ARTICLE XXVI

UNIFORMS AND WORK CLOTHES

Section 1. The parties agree that the National Joint Labor-Management Uniform Control Committee shall be continued. The Committee shall be composed of a representative of each Union signatory to the Agreement which represents employees entitled to

Art. XXVI, 2

uniforms or work clothing and an equal number of representatives of the Employer. The Chairmanship of the Committee shall alternate each meeting between the Union members and the Postal Service members.

The Committee shall meet at least once each three months and at such other times as may be necessary or as requested by either of the parties.

The Committee shall have jurisdiction to consider the matters set out below and all non-cost matters pertaining to the Uniform Allowance Program, including but not limited to, the uniform items or work clothes items for which allowances are applicable; the design, color, quality and fabrics of authorized reimbursable items.

All employees who are required to wear uniforms or work clothes shall be furnished uniforms or work clothes or shall be reimbursed for purchases of authorized items from duly licensed vendors.

The current administration of the Uniform and Work Clothes Program shall be continued unless otherwise changed by this Agreement or by the Employer based on recommendations of the Committee.

“Wear-out” periods for uniform items being changed or replaced shall be determined by the Committee and appropriate recommendations made after giving full consideration to the type of changes being made, the economic effect upon the employees involved for replacement, and the overall appearance of the uniform.

The Committee shall establish its own rules of procedure. Recommendations of the Committee shall be addressed to the Postmaster General or his designee.

Section 2. The annual allowance for eligible employees in the reimbursable uniform program shall be as follows:

A. Annual allowance for all eligible employees shall be increased from present **\$154.00** per annum to **\$170.00** per annum; and from present **\$66.00** per annum to **\$73.00** per annum. The increase shall become effective on the employee’s anniversary date.

B. A newly eligible employee entering the reimbursable uniform program will receive an additional credit to the employee’s allowance, as follows:

- \$39.00** if entitled to **\$170.00** per annum.
- \$8.00** if entitled to **\$73.00** per annum.

An eligible employee cannot receive this additional credit more than once; however, the current procedures regarding employees transferring from one allowance category to another shall be continued.

Section 3. Employees who are currently furnished uniforms pursuant to the contract program shall continue to be so entitled. Such uniforms shall be issued in a timely manner.

Art. XXVII

Section 4. The Employer will authorize optional coveralls in lieu of other items for certain presently uniformed employees who perform toxic or dirty work. The Uniform Control Committee will determine the specific categories of employees entitled to this option, pursuant to this Section; for example, letter box mechanics, area maintenance mechanics, vehicle maintenance employees, and employees in the contract program.

Section 5. The current Work Clothes Program will be continued for those full-time mail handler, maintenance, motor vehicles, and clerical employees who have been determined to be eligible for such clothing based on the nature of work performed on a full-time basis in pouching and dispatching units, parcel post sorting units, bulk mail sacking operations, and ordinary paper sacking units. The Employer will alter the method of currently furnishing work clothes under this program to provide eligible employees with an allowance of **\$33.00** per annum to obtain authorized work clothes on a reimbursable basis from licensed vendors.

ARTICLE XXVII

EMPLOYEE CLAIMS

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

Claims should be documented, if possible, and submitted with recommendations by the Union steward to the Employer at the local level. The Employer will submit the claim, with the Employer’s and the steward’s recommendation, **within 15 days**, to the regional office for determination. **The claim will be adjudicated within thirty (30) days after receipt at the regional office.** An adverse determination on the claim may be appealed pursuant to the procedures for appealing an adverse decision in Step 3 of the grievance-arbitration procedure.

Art. XXVIII

ARTICLE XXVIII

EMPLOYER CLAIMS

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

Section 1. Shortages in Fixed Credits. Employees who are assigned fixed credits or vending credits shall be strictly accountable for the amount of the credit. If any shortage occurs, the employee shall be financially liable unless the employee exercised reasonable care in the performance of such employee's duties.

In this regard, the Employer agrees to:

A. Continue to provide adequate security for all employees responsible for postal funds;

B. Prohibit an employee from using the fixed credit or other financial accountability of any other employee without permission;

C. Grant the opportunity to an employee to be present whenever that employee's fixed credit is being audited and if the employee is not available to have a witness of the employee's choice present;

D. Absolve an employee of any liability for loss from cashing checks if the employee follows established procedures; and

E. Audit each employee's fixed credit no less frequently than once every four months.

Section 2. Loss or Damage of the Mails. An employee is responsible for the protection of the mails entrusted to the employee. Such employee shall not be financially liable for any loss, rifling, damage, wrong delivery of or depredation on, the mails or failure to collect or remit C.O.D. funds unless the employee failed to exercise reasonable care.

Section 3. Damage to U.S.P.S. Property and Vehicles. An employee shall be financially liable for any loss or damage to property of the Employer including leased property and vehicles only when the loss or damage was the result of the willful or deliberate misconduct of such employee.

Section 4. Collection Procedures.

A. If the employee grieves a demand in the amount of more than \$200.00 which is made pursuant to Sections 1, 2 or 3, the Employer agrees to delay collection of the monies demanded until

Art. XXX, A

disposition of the grievance has been had either by settlement with the Union or through the grievance-arbitration procedure.

B. Any amount due the Employer may be collected through payroll deductions not to exceed 20% of the employee's biweekly gross pay unless the Employer and the employee agree to another method of payment.

See Letter of Intent, Page 152.

ARTICLE XXIX

LIMITATION ON REVOCATION OF SF-46

An employee's SF-46, Operator's Identification Card, may be revoked or suspended when the on-duty record shows that the employee is an unsafe driver.

Elements of an employee's on-duty record which may be used to determine whether the employee is an unsafe driver include but are not limited to, traffic law violations, accidents or failure to meet required physical or operation standards.

The report of the Safe Driver Award Committee cannot be used as a basis for revoking or suspending an SF-46.

When a revocation, suspension, or reissuance of an employee's SF-46 is under consideration, only the on-duty record will be considered in making a final determination. An employee's SF-46 will be automatically revoked or suspended concurrently with any revocation or suspension of State driver's license and restored upon reinstatement. Every reasonable effort will be made to reassign such employee to non-driving duties in the employee's craft or in other crafts. In the event such revocation or suspension of the State driver's license is with the condition that the employee may operate a vehicle for employment purposes, the SF-46 will not be automatically revoked. When revocation, suspension, or reissuance of an employee's SF-46 is under consideration based on the on-duty record, such conditional revocation or suspension of the State driver's license may be considered in making a final determination.

Initial issuance—an employee shall be issued an SF-46 when such employee has a valid State driver's license, passes the driving test of the U.S. Postal Service, and has a satisfactory driving history.

An employee must inform the supervisor immediately of the revocation or suspension of such employee's State driver's license.

ARTICLE XXX

LOCAL IMPLEMENTATION

A. Presently effective local memoranda of understanding not inconsistent or in conflict with the 1978 National Agreement shall remain in effect during the term of this Agreement unless changed

Art. XXX, B

by mutual agreement pursuant to the local implementation procedure set forth below.

B. There shall be a 30-day period of local implementation to commence October 1, 1978 on the 22 specific items enumerated below, provided that no local memorandum of understanding may be inconsistent with or vary the terms of the 1978 National Agreement:

1. Additional or longer wash-up periods.
2. The establishment of a regular work week of five days with either fixed or rotating days off.
3. Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.
4. Formulation of local leave program.
5. The duration of the choice vacation period.
6. The determination of the beginning day of an employee's vacation period.
7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.
8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.
10. The issuance of official notices to each employee of the vacation schedule approved for such employee.
11. Determination of the date and means of notifying employees of the beginning of the new leave year.
12. The procedures for submission of applications for annual leave during other than the choice vacation period.
13. The method of selecting employees to work on a holiday.
14. Whether "Overtime Desired" lists in Article VIII shall be by section and/or tour.
15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.
16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.
17. The identification of assignments that are to be considered light duty within each craft represented in the office.
18. The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.
19. The assignment of employee parking spaces.

Art. XXXI, 2

20. The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.
21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.
22. Local implementation of this Agreement relating to seniority, reassignments and posting.

C. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the national Union President. The request for arbitration must be submitted within 10 days of the end of the local implementation period. However, where there is no agreement and the matter is not referred to arbitration, the provisions of the former local memorandum of understanding shall apply, unless inconsistent with or in conflict with the 1978 National Agreement.

D. An alleged violation of the terms of a memorandum of understanding shall be subject to the grievance-arbitration procedure. *See Memorandum of Understanding, Page 153.*

ARTICLE XXXI

UNION-MANAGEMENT COOPERATION

Section 1. The Unions may, through employees employed by the Employer, solicit employees for membership in the Unions and receive Union dues from employees in non-work areas of the Employer's premises, provided such activity is carried out in a manner which does not interfere with the orderly conduct of the Employer's operation.

Section 2. The Employer will make available for inspection by the Unions all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.

Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or designee. All other requests for information should be directed by the national President of the Union to the Senior Assistant Postmaster General for Employee and Labor Relations.

The Employer shall, on an accounting period basis, provide each Union at its national headquarters with a list of hires, promotions, demotions, and separations of bargaining unit employees for the Union. During March and September the Employer shall furnish the

Art. XXXII, 1

Unions a computer tape from the Data Center computer files containing the following information concerning employees in the bargaining unit: name, full address, and social security number; craft designation; health benefits enrollment code number; post office name, finance number, and class.

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

See Letter of Intent, Page 155

**ARTICLE XXXII
SUBCONTRACTING**

Section 1. General Principles

- A. The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.
- B. The Employer will give advance notification to Unions at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet to consider the Unions' views on minimizing such impact. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Unions.

Section 2. Mail Handlers Craft

- A. The Employer and the Union agree that at sectional center post offices or mail processing center post offices where mail handler craft employees are assigned and on duty on the platform at the time a star route vehicle is being loaded or unloaded exclusively by a star route contract driver, a mail handler(s) will assist in loading and unloading the star route vehicle, unless such requirement delays the scheduled receipt and dispatch of mail or alters the routing or affects the safety requirements provided in the star route contract.
- B. At offices where this Section is applicable, the schedules of mail handlers will not be changed nor will the number of mail handlers be augmented solely on the basis of this Section.

Section 3. City Letter Carrier Craft

The Employer and the Union agree that upon the request of the NALC National President, the Employer will furnish relevant cost information prior to the commencement or renewal of any contract delivery route which performs service formerly per-

Art. XXXII, 4

formed in a particular installation by a city letter carrier. The Employer's decision as to whether to commence or renew the contract delivery route will be made on a cost effective basis.

Section 4. Motor Vehicle Craft—Highway Movement of Mail

- A. The American Postal Workers Union, AFL-CIO, and the United States Postal Service recognize the importance of service to the public and cost to the Postal Service in selecting the proper mode for the highway movement of mail. In selecting the means to provide such transportation the Postal Service will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees.
- B. For highway contracts covered by this Section and expiring on June 30, the Unions will be furnished the information enumerated in Paragraph D below by February 15 of the calendar year in which the contract is expiring. No later than April 1, the Union may request a meeting to discuss a specific contract(s). Should the Postal Service fail to provide the Union with the information enumerated in Paragraph D below by February 15, the April 1 date shall be extended, when necessary, so as to allow the Union thirty (30) days to review the information. In situations where a meeting is requested by the Union, the parties will exchange their basic cost analyses no later than ten (10) days in advance of the actual meeting in order to facilitate discussions.
- C. For other contracts covered by this Section, the Unions will be furnished the information enumerated in Paragraph D below. If at all possible, this information will be furnished at least 60 days prior to the scheduled installation of the service. Within 30 days of being furnished such information, the Union may request a meeting to discuss a specific contract(s). The Union will submit its documented analysis in advance of the actual meeting to facilitate discussions.
- D. The information will include the following:
 - 1. A statement of service for each route, including the annual mileage, equipment requirements, and current contractual cost for all existing routes.
 - 2. The schedule for each highway contract.
- E. Should there subsequently be substantive modifications in the information provided the Union in D above, the Union will be notified as soon as such decision is made.
- F. The parties agree that the following factors will be used in any cost comparisons of the type of transportation mode to be selected:

Art. XXXII, 5

1. The Motor Vehicle employee costs for Motor Vehicle Operators will be Level 5, Step 9 and Level 6, Step 9 for Tractor-Trailer Operators, as per the wages current at the time.
2. The vehicle costs will be computed from the last two quarters of the Vehicle Make/Model Cost Reports. These costs will be computed separately for each Region. The parties will consider an adjustment for exceptional cost variances.
3. The Postal Vehicle Service will be charged 10 minutes at the start and 10 minutes at the end of each route, regardless of the vehicle used.

G. For all routes for which the Union submitted a cost comparison, if a contract is awarded, the Union will be furnished the cost of such contract.

H. These provisions shall be applicable when evaluating the type of service to be provided for routes that are:

1. Over \$45,000 per annum, but not more than 350 miles in round-trip length, and
2. Not more than 8 hours in operating time from terminus to terminus.
3. Being then operated by bargaining unit employee(s) of the Motor Vehicle Craft, regardless of annual cost, round-trip length or operating time.

I. The information will be furnished for all routes covered by this Section and subject to renewal, extension, conversion of existing postal vehicle service to highway contract service or new highway contract service subject to the limitations stated herein. The following contracts are not encompassed by this Section: services involving collection and box delivery; small contract operations in areas where no Postal Vehicle Service is currently operating and where Postal Vehicle Service operation is economically unfeasible; or any star route contracts let on a temporary or emergency basis.

J. The parties recognize that specific conditions may justify and require alteration of the time requirements specified herein.

Section 5. A joint committee is established at the national level to study the problems in this area leading towards a meaningful evolutionary approach to the issue of subcontracting.

ARTICLE XXXIII

PROMOTIONS

Section 1. General Principles. The Employer agrees to place particular emphasis upon career advancement opportunities. First opportu-

Art. XXXIV, 3

nity for promotions will be given to qualified career employees. The Employer will assist employees to improve their own skills through training and self-help programs, and will continue to expand the Postal Employee Development Center concept.

Section 2. Craft Promotions. When an opportunity for promotion to a craft position exists in an installation, an announcement shall be posted on official bulletin boards soliciting applications from employees of the appropriate craft. Craft employees meeting the qualifications for the position shall be given first consideration. Qualifications shall include, but not be limited to, ability to perform the job, merit, experience, knowledge, and physical ability. Where there are qualified applicants, the best qualified applicant shall be selected; however, if there is no appreciable difference in the qualifications of the best of the qualified applicants and the Employer selects from among such applicants, seniority shall be the determining factor. Written examinations shall not be controlling in determining qualifications. If no craft employee is selected for the promotion, the Employer will solicit applications from all other qualified employees within the installation.

Promotions to positions enumerated in the craft Articles of this Agreement shall be made in accordance with such Articles by selection of the senior qualified employee bidding for the position.

Section 3. Examinations. When an examination is given, there shall be no unreasonable limitation on the number of examinations that may be taken by an applicant.

ARTICLE XXXIV

WORK AND/OR TIME STANDARDS

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

2. The Employer agrees that any work measurement systems or time or work standards shall be fair, reasonable and equitable. The Employer agrees that the Union or Unions concerned through qualified representatives will be kept informed during the making of time or work studies which are to be used as a basis for changing current or instituting new work measurement systems or work or time standards. The Employer agrees that the national President of the Union may designate a qualified representative who may enter postal installations for purposes of observing the making of time or work studies which are to be used as the basis for changing current or instituting new work measurement systems or work or time standards.

3. The Employer agrees that before changing any current or instituting any new work measurement systems or work or time standards,

Art. XXXIV, 4

it will notify the Union or Unions concerned as far in advance as practicable.

When the Employer determines the need to implement any new nationally developed and nationally applicable work or time standards, it will first conduct a test or tests of the standards in one or more installations. The Employer will notify the Union at least 15 days in advance of any such test.

4. If such test is deemed by the Employer to be satisfactory and it subsequently intends to convert the tests to live implementation in the test cities, it will notify the Union at least 30 days in advance of such intended implementation.

Within a reasonable time not to exceed 10 days after the receipt of such notice, representatives of the Union or Unions and the Employer shall meet for the purpose of resolving any differences that may arise concerning such proposed work measurement systems or work or time standards.

5. If no agreement is reached within five days after the meetings begin, the Union may initiate a grievance at the national level. If no grievance is initiated, the Employer will implement the new work or time standards at its discretion.

If a grievance is filed and is unresolved within 10 days, and the Union decides to arbitrate, the matter must be submitted to priority arbitration by the Union within 5 days. The conversion from a test basis to live implementation may proceed in the test cities, except as provided in Paragraph 9.

6. The arbitrator's award will be issued no later than 60 days after the commencement of the arbitration hearing. During the period prior to the issuance of the arbitrator's award, the new work or time standards will not be implemented beyond the test cities, and no new tests of the new standards will be initiated. Data gathering efforts or work or time studies, however, may be conducted during this period in any installation.

7. The issue before the arbitrator will be whether the national concepts involved in the new work or time standards are fair, reasonable and equitable.

8. In the event the arbitrator rules that the national concepts involved in the new work or time standards are not fair, reasonable and equitable, such standards may not be implemented by the Employer until they are modified to comply with the arbitrator's award. In the event the arbitrator rules that the national concepts involved in the new work or time standards are fair, reasonable and equitable, the Employer may implement such standards in any installation. No further grievances concerning the national concepts involved may be initiated.

9. After receipt of notification provided for in Paragraph 4 of this Article, the Union or Unions shall be permitted through qualified

Art. XXXV, 3

representatives to make time or work studies in the test cities. The Unions shall notify the Employer within ten (10) days of their intent to conduct such studies. The Union studies shall not exceed ninety (90) days, from the date of such notice, during which time the Employer agrees to postpone implementation in the test cities. There shall be no disruption of operations or of the work of employees due to the making of such studies. Upon request, the Union representative shall be permitted to examine relevant available technical information, including final data worksheets, that were used by the Employer in the establishment of the new or changed work or time standards. The Employer is to be kept informed during the making of such Union studies and, upon the Employer's request, the Employer shall be permitted to examine relevant available technical information, including final data worksheets, relied upon by the Union.

ARTICLE XXXV

ALCOHOL AND DRUG RECOVERY PROGRAMS

Section 1. The Employer and the Unions express strong support for programs of self-help. The Employer shall provide and maintain a program which shall encompass the education, identification, referral, guidance and follow-up of those employees afflicted by the disease of Alcoholism. When an employee is referred to PAR by the Employer, the PAR counsellor will have a reasonable period of time to evaluate the employee's progress in the program. The parties will meet at the national level at least once every 6 months to discuss existing and new programs. This program of labor-management cooperation shall support the continuation of the PAR Program, at the current level. In addition, the Employer will give full consideration to expansion of the PAR Program where warranted.

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

Section 2. In offices having PAR Programs the status and progress of the program, including improving methods for identifying alcoholism at its early stages and encouraging employees to obtain treatment without delay, will be proper agenda items for discussion at the local regularly scheduled Joint Labor-Management Committee meetings as provided for in Article XVII, Section 5. Such discussion shall not breach the confidentiality of PAR participants.

Section 3. The Employer agrees to continue the pilot project regarding a self-help program to assist users of non-hard core drugs and the Employer will meet periodically with the national Union(s) to discuss the status of the pilot project. Additionally, in postal installations having professional medical units, the Employer will insure that the professional staffs maintain a current listing of all local

Art. XXXVI, 1

community federally approved drug treatment agencies for referring employees with such problems.

ARTICLE XXXVI

CREDIT UNIONS AND TRAVEL

Section 1. Credit Unions

In the event that Unions signatory to this Agreement or their local Unions (whether called branches or by other names) presently operate or shall hereafter establish and charter credit unions, the Employer shall, without charge, authorize and provide space, if available, for the operation of such credit unions in Federal buildings, in other than workroom space.

Any postal employee who is an employee of any such credit union or an officer, official, or Board member of any such credit union shall, if such employee can be spared, be granted annual leave or leave without pay, at the option of the employee, for up to eight (8) hours daily, to perform credit union duties.

Section 2. Travel, Subsistence and Transportation

A. The Employer shall continue the current travel, subsistence and transportation program.

B. Except as otherwise provided in Articles XL, Section 3, and XLI, Section 4, employees will be paid a mileage allowance of \$.17 per mile for the use of privately-owned automobiles for travel on official business when authorized by the Employer.

ARTICLE XXXVII

CLERK CRAFT

Section 1. Definitions

Section 2. Seniority

Section 3. Posting and Bidding

Section 4. Mail Sorting Machines

Section 5. Anti-Fatigue Measures

Section 6. Scheme Committee

Section 7. Inspection of Lockers

Art. XXXVII, 2

Section 8. Listing of Key and Standard Positions

Section 9. Policy on Telephones

Section 1. Definitions

A. Craft Group. A craft group is composed of those positions for which the Union has secured exclusive recognition at the national level.

B. Duty Assignment. A duty assignment is a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.

C. Preferred Duty Assignment. A preferred duty assignment is any assignment considered preferred by a full-time regular employee.

D. Bid. A bid is a written request submitted on a PS Form 1717 to the installation head to be assigned to a duty assignment by a full-time regular employee eligible to bid. In the absence of a standard bid form, a bid submitted in writing will be accepted.

E. Application. Application is a written request by a full-time regular employee for consideration for an assignment for which the employee is not entitled to submit a bid.

F. Abolishment. Abolishment is a management decision to reduce the number of occupied duty assignment(s) in an established section and/or installation.

G. Reversion. Reversion is a management decision to reduce the number of positions in an installation when such position(s) is/are vacant.

Section 2. Seniority

A. Introduction

1. The U. S. Postal Service and the APWU, Clerk Craft Division, AFL-CIO; agree to the following seniority principles which replace all former rules, instructions and practices.
2. This Article will continue relative seniority standings properly established under past instructions, rules, and practices and the Article shall be so applied. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

B. Coverage

These rules apply to all employees in the regular work force when a guide is necessary for filling vacant assignments and for other purposes. No employee, solely by reason of this Article, shall be displaced from an assignment the employee gained in accord with former rules.

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C. Responsibility

The Employer is responsible for day-to-day application of the seniority provisions of this Article. The installation head shall post and furnish a copy of an updated seniority list to the local union on a semi-annual basis, unless otherwise negotiated locally. The application of this Article shall be open to negotiation at the installation level with the designated official of the Union.

D. Application of Seniority

1. Seniority for full-time regular employees for preferred assignments and for other purposes shall be applied in accordance with the National Agreement and the following:
 - a. This seniority determines the relative standing among full-time regular employees. It is computed from the date of career appointment in the clerk craft and level and continues to accrue so long as service is uninterrupted in the same craft and level in the same installation, except as otherwise specifically provided.
 - b. When a postal employee enters the clerk craft in an installation where the entry level for the clerk craft is higher than the employee's level, the employee begins a new period of seniority, except as otherwise specifically provided in the Agreement.
 - c. Seniority shall include employment in PS-5, PS-6 and PS-7 assignments which are filled on the basis of senior qualified.
2. Change between Part-Time Flexible Craft Rosters Change by Employee Request—When a part-time flexible employee transfers from one craft to another craft, the employee shall be assigned to the bottom of that part-time flexible roll and begin a new period of seniority effective the date of reassignment.
3. Relative Standing on the Part-Time Flexible Roll
 - a. Part-time flexible employees are placed on the part-time flexible roll of their respective crafts in the order of the date of career appointment as a part-time flexible from a competitive Postal Service eligible register or other means. In cases of appointment of more than one eligible on the same day from the same competitive register, their positions on the part-time flexible roster will be in accord with their standing on the Postal Service eligible register. If a tie still exists, total Federal creditable service as shown in the service computation date will determine their standing on the part-time flexible roster.

Art. XXXVII, 2

- b. A reinstated or transferred employee shall be placed on the part-time flexible roll ahead of one appointed from the register on the same day.
- c. The date of career appointment in that installation in the clerk craft shall be used for vacation scheduling.

4. Conversion

Part-time flexible employees shall be converted to full-time regulars in the order of their standing on the part-time flexible rolls in the following manner:

- a. If the opportunity for conversion is to a clerk craft position other than a letter sorting machine position, the senior part-time flexible shall be converted.
- b. If the opportunity for conversion is to a letter sorting machine position, the senior qualified (which means the ability to key at the appropriate speed and accuracy) part-time flexible shall be converted.
- c. If the vacant letter sorting machine assignment requires scheme knowledge, and the senior machine qualified part-time flexible is not qualified on those schemes, the employee shall be provided the applicable hours of training to qualify on the assignment.

5. Special Benefits to Certain Veteran Employees

- a. The seniority principles established by law, and contained in Article XII of this Agreement continue in effect, where applicable, to those veterans who were within reach on an eligible register between May 1, 1940, and October 23, 1943.
- b. 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.

6. Changes in Which Seniority is Retained, Regained or Restored

- a. Reemployment After Disability Separation. On reinstatement or reemployment after separation caused by disability, retirement or resignation because of personal illness and the employee so stated in the resignation and furnished satisfactory evidence for inclusion in the employee's personnel folder, the employee receives seniority credit for past service for the

Art. XXXVII, 2

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 PS salary level from which originally separated; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from the Bureau of Retirement Insurance and Occupational Health, 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 part-time flexible roll, standing on the roll shall be the same as if employment had not been interrupted by the separation.

- b. Restoration. On restoration in the same craft in the same installation after return from military service, transfer under letter of authority or unjust removal, the employee shall regain the same seniority rights he/she would have if not separated.
- c. Reassignment and Return in 90 Days. A regular work force employee voluntarily reassigned from one craft to another at the same installation with or without change in PS salary level, and voluntarily reassigned within 90 days to the employee's former craft retains seniority previously acquired in the craft augmented by the intervening employment.
- d. Except as provided elsewhere in this Agreement, return from any position for which selection was based on best qualified will be as follows:
 - (1) When a full-time regular employee, either voluntarily or for disciplinary reasons, returns to the same installation and to the last craft the employee left, the seniority shall be established after reassignment as the seniority the employee had when he/she left that craft without seniority credit for service outside that craft.
 - (2) The above rule applies to full-time regular employees returning from any position in the same craft to which selection was made on the basis of best qualified.
 - (3) Upon involuntary reassignment of a full-time regular employee from a position for which selection was based on best qualified, except for disciplinary reasons, if the employee returns to the same installation and to the last craft the employee left, the seniority shall be established after reassignment as his/her former seniority plus seniority for service in the positions outside the craft.

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- (4) The same rule applies to full-time regular employees returning from any position in the same craft to which selection was made on the basis of best qualified.
- (5) Full-time regular employees reassigned as provided in (1), (2), (3), and (4) above may bid on any existing vacancies, but shall not bump.
- (6) When the change is to a craft other than the one the employee 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 full-time employee in the craft to which assigned or the Employee's own, whichever is the lesser.

7. Changes in Which Seniority is Lost

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

a. When the change is:

- (1) From one postal installation to another at the employee's request.
- (2) From one craft to another (voluntarily or involuntarily).

- b. Upon reinstatement or reemployment.
- c. Upon transfer into the Postal Service.

8. Change in Which Seniority is Modified.

When mutual exchanges are made between full-time clerk craft employees from one installation to another, the exchanging employees shall take the seniority date of the junior employee involved.

9. Excess Career Employees.

Excess career employees from non-mail processing and non-mail delivery installations, regional offices, the Postal Service Headquarters or from other Federal departments or agencies begin a new period of seniority effective the date of reassignment.

E. Part-time Regular Employees

- 1. All relevant provisions of this Article apply to part-time regular clerk craft employees except as provided for below.
- 2. Seniority for part-time regular clerical employees is computed from the date of appointment as a part-time regular in the craft and continues to accrue so long as service is uninterrupted as a part-time regular in the same craft and installation.

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3. When a part-time regular clerical position is created in an installation, all full-time regular and part-time flexible clerk craft employees shall be given the opportunity to apply for that position. First consideration for change to part-time regular shall be given to senior full-time regular and then part-time flexible clerical employees.
4. A part-time regular clerical employee who applies for and is changed to part-time flexible shall be placed at the foot of the part-time flexible roster and the changed employee shall begin a new period of seniority.
5. The installation head shall post and furnish a copy of an updated seniority list to the union of all part-time regulars on a semi-annual basis, unless otherwise negotiated locally.

Section 3. Posting and Bidding

A. Newly established and vacant clerk craft duty assignments shall be posted as follows:

1. All newly established craft duty assignments shall be posted for full-time regular craft employees eligible to bid within 10 days. All vacant duty assignments, except those positions excluded by the provisions of Article I, Section 2, shall be posted within 21 days unless such vacant duty assignments are reverted or where such vacancy is being held pursuant to Article XII.
2. When a vacant position is under consideration for reversion, the decision to revert or not to revert the position shall be made not later than 21 days after it becomes vacant. If the vacant assignment is reverted, a notice shall be posted advising of the action taken and the reasons therefore. When vacancies are withheld under the provisions of Article XII, the local Union president will be notified in writing.
3. When it is necessary that fixed schedule day(s) of work in the basic work week for a craft assignment be permanently changed, the affected assignment(s) shall be reposted.
4. The determination of what constitutes a sufficient change of duties, principal assignment area or scheme knowledge requirements to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.
5. **The determination of what constitutes a sufficient change in starting time of a duty assignment to cause the assignment to be reposted is negotiable at the local level, provided:**
 - a. No assignment will be reposted when the change in starting time is one hour or less;
 - b. The criteria negotiated above will also apply to cumulative changes in starting time. Cumulative changes are changes that

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- move the starting time outside a circle which has the starting time as its center and the agreed upon time as its radius.

 - c. The incumbent shall have the option of accepting the new reporting time, unless otherwise negotiated at the local level. If the incumbent accepts the new reporting time, the assignment will not be reposted.
6. In instances where more than one duty assignment is posted, clerks may indicate preferences on the bid form. An employee, who has submitted a bid, shall have the right to withdraw, in writing, anytime but not later than the closing time (hour and date) of the posting. Such withdrawal, to be official, shall be back-stamped.
7. **Filling Upgraded Positions**
 - a. When an occupied clerk craft position is upgraded on the basis of the present duties:
 - (1) The incumbent will remain in the upgraded job provided the employee has been in that job for more than one year.
 - (2) The job will be posted for bid or application in accordance with the Agreement if the incumbent has not been in the job for more than one year.
 - b. When an occupied clerk craft position is upgraded on the basis of duties which are added to the position:
 - (1) The incumbent will remain in the upgraded job provided the employee has been in that job for more than one year. The year of required incumbency in the job begins when the duty or duties were added which permitted the job to be reranked.
 - (2) The job will be posted for bid or application 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.
8. An employee may not bid on an assignment involving a change in level except for the following positions which are to be filled by the senior qualified bidder meeting the qualification standards established for that position from the appropriate craft(s). Also, employees in assignments listed in c below, may bid on PS-5 positions within the craft.
 - a. An employee obtaining one of the positions listed below may bid on another position in his/her craft and within the list.

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- b. An employee excess from a level 6 assignment not listed in c 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 6 or level 7 assignments. **Section 2, paragraph D.6.d.(3)** gives the employee bidding seniority, after return to the craft from which promoted, credit for his/her continuous career service in the same installation in PS-5 and higher levels. This rule also applies to an excess employee who bids for return to level 5 in the craft from which promoted.
- c. Position

Number	Title
KP 17	Claims Clerk-Paying Office
SP 1-54	Highway Transportation Clerk
SP 2-3	Information Clerk
*SP 2-12	Postage-Due Technician
SP 2-4	Scheme Examiner
*SP 2-20	Clerk—Finance Station
SP 2-41	Special Distribution Clerk
SP 2-156	Stamp Supply Clerk
SP 2-157	Special Postal Clerk
SP 2-158	Schedule Clerk—Foreign Mails
SP 2-181	General Office Clerk—Foreign Mails
SP 2-188	Examination Specialist
SP 2-195	Vehicle Operations—Maintenance Assistant
SP 2-217	Transfer Clerk, AMF
SP 2-218	Receiving Clerk—Foreign Air Mail
SP 2-229	Trip Accounts Clerk
SP 2-346	Procurement, Property and Supply Assistant
SP 2-362	Parcel Post Distributor—(Machine)
SP 2-363	Distribution Clerk Machine MPLSM
SP 2-364	Distribution Clerk Machine SPLSM
SP 2-370	Transit Mail Expediter
SP 2-382	Distribution and Dispatch Expediter
SP 2-383	Rack Distribution and Dispatch Expediter
SP 2-384	Distribution Review Clerk
SP 2-385	Ramp Clerk, AMF
SP 2-387	Bulk Mail Technician
SP 2-388	Window Services Technician
SP 2-433	Self-Service Postal Unit Technician
SP 2-466	Mailing Requirements Clerk
SP 2-467	Mailing Requirement Clerk
SP 2-468	Mailing Requirements Clerk

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Number	Title
SP 2-495	Records Clerk, International Air Mail
SP 2-502	Sack Sorting Machine Operator

*effective 1-1-80

*See Memorandum of Understanding, Page 156.

B. Bidding Provisions—Letter Sorting Machines

1. A full-time regular Distribution Clerk, Machine, serving under a bidding restriction on the expiration date of the 1975-1978 National Agreement will be released from such restriction effective one-hundred eighty days (180) days from the date the employee was permanently assigned to the duty assignment requiring the restriction.
2. An employee on the rolls on the effective date of this Agreement who successfully bids or is changed to a full-time regular Distribution Clerk, Machine, position will be restricted from further bidding for 270 days from the date of assignment unless such bid:
 - a. is to another letter sorting machine assignment with different days or hours of duty;
 - b. is to a job in a higher level;
 - c. is caused by the abolishment or reposting of the employee's duty assignment;
 - d. would enable the employee to be assigned to a station closer to the employee's place of residence.
 - e. is caused by substantiated medical or health reasons, whereby continuation in the LSM assignment would be harmful to the employee.
3. An employee appointed in the clerk craft on or after the effective date of this Agreement and who is subsequently converted to full-time regular and placed in a letter sorting machine position may not voluntarily bid out of that assignment for 450 days from the date of assignment, unless the employee exercises a bid as provided for in 2 above.
4. Full-time regular Distribution Clerks, Machine may continue to apply for positions which are filled on the basis of best qualified, including other craft jobs for which they are eligible to apply.

C. Place of Posting

1. The notice inviting bids for a craft assignment shall be posted on all official bulletin boards at the installation where the vacancy exists, including stations and branches, to assure that it comes to the attention of all employees eligible to submit bids. Copies of

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the notice shall be given to the local union. When absent employees have so requested in writing, stating their mailing addresses, a copy of any notice inviting bids from their craft shall be mailed to them by the installation head.

2. Posting and bidding for preferred duty assignments shall be installation-wide, except as otherwise provided for in this Agreement.

D. Length of Posting

The notices shall remain posted for 10 days, unless a different length for the posting period is established by local negotiations.

E. Information on Notices

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

1. The duty assignment by position, title and number (e.g., key or standard position).
2. PS salary level.
3. Scheme knowledge (essential and non-essential) and special requirements involving training, where applicable. When the assignment requires scheme distribution, one or more scheme(s) will be listed as essential.
4. Hours of duty (beginning and ending), and tour.
5. The principal assignment area (e.g., parcel post, incoming or outgoing in the main office, or specified station, branch, or other location(s) where the greater portion of the assignment will be performed).
6. Qualification standards.
7. Physical requirement unusual to the specific assignment.
8. Invitation to employees to submit bids.
9. The fixed or rotating schedule or days of work, as appropriate.

F. Results of Posting

1. Within 10 days after the closing date for the posting (excluding December), the installation head shall post a notice listing the senior or successful bidder(s) and their seniority date(s). The senior qualified bidder meeting the qualification standards for the position shall be designated the "successful bidder."
2. The successful bidder must be placed in the new assignment within 21 days except in the month of December. The local agreement may set a shorter period.
3. When the duty assignment requires scheme knowledge, if the senior bidder is qualified on the essential scheme requirements

of the position, assign the employee in compliance with 2 above. If the senior bidder is not qualified on the essential scheme requirements when posting period is closed, permanent filing of the preferred assignment shall be deferred until such employee is qualified on the essential scheme requirements, but not in excess of 90 days. The deferment period shall begin the date the notice is posted stating the senior bidder. Immediately after the end of the deferment period, the senior bidder then qualified shall be permanently assigned except as indicated below. During the deferment period, the assignment normally should be filled by the detail of a qualified employee.

4. a. When the duty assignment requires machine qualifications, if the senior bidder is qualified on machine qualifications, which means the ability to key at the appropriate speed and accuracy, assign the employee in accordance with 2 above. If the senior bidder is not qualified, when posting period is closed, permanent filing of the preferred assignment shall be deferred until the senior bidder is qualified on the machine qualifications. The hours of training established for machine qualification shall constitute the deferment period, which shall begin on the first day of training. (Normally, the employee will begin the required training within 10 days after the posting of the senior bidder (excluding December). Immediately after the end of the deferment period, the senior bidder then qualified shall be permanently assigned. A notice shall be posted stating the successful bidder.

The deferment period for machine qualifications training, the essential scheme requirements, and scheme distribution keyboard training will not be concurrent. During the deferment period, the assignment normally should be filled by the detail of a qualified employee. Where scheme knowledge is required, the provisions of paragraph 3 above are applicable.

- b. Employees who have undergone training for letter sorting machines and who subsequently bid back into the letter sorting machines program will be given applicable training to allow them to meet the appropriate speed and accuracy requirements.
- c. No employee shall be denied the opportunity to bid or qualify on any mail sorting machine assignment solely because of a previous unsuccessful attempt to qualify on a mail sorting machine assignment.
5. When the posted duty assignment requires a specific skill(s) where the employees must be immediately qualified, the senior bidder will be given an opportunity to demonstrate the skill(s).

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6. Where incidental typing is required as a part of a duty assignment, such requirement must be reasonably related to the efficient performance of the responsibilities of the job.
7. The senior bidder for any of the following positions will enter a deferment period and be provided appropriate combinations of training, testing and practical demonstration of ability to perform in the actual position. Permanent assignment to the position will be deferred until successful completion of the training. If the employee does not satisfactorily complete the training, the employee will be returned to his/her former duty assignment and the next senior bidder will be placed into training. An employee bidding from one of the positions on the list to another requiring similar essential duties will not be required to take the training.

**See Memorandum of Understanding, Page 158.*

Window Clerk (KP13)

Window and Distribution Clerk (SP 2-1)

Window, Distribution and Markup Clerk (SP 2-629)

Window Services Technician (SP 2-388)

Clerk—Finance Station (SP 2-20)

Bulk Mail Clerk (SP 2-44)

Bulk Mail Technician (SP 2-387)

Mailing Requirements Clerk (SP 2-469)

Mailing Requirements Clerk (SP 2-466)

Mailing Requirements Clerk (SP 2-467)

Mailing Requirements Clerk (SP 2-468)

No later than January 1, 1980, the following positions will be added:

Postage-Due Clerk (SP 2-11)

Postage-Due Technician (SP 2-12)

8. When an employee is designated as successful bidder and remains a live bidder on other bids, the employee shall notify management in writing within ten (10) days of his/her election to remain a bidder on one or more of those assignments. The notice shall identify the assignment(s) by job and posting number. Failure to notify within ten (10) days will cancel such other bids.
9. Pursuant to the Memorandum of Understanding, dated March 3, 1975, concerning use of full-time regular employees on Relief and Pool duty assignments, such assignments in the clerk craft shall normally be used to cover:
 - a. Absences of employees holding regular bid assignments in:
 - (1) Stations or Branches;
 - (2) Window Service;
 - (3) Customer Service, Finance or E&LR.
 - b. Functions which predictably occur at the end of the accounting period (Timekeeper, Examination Specialist, etc.).

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10. An unassigned full-time regular employee should bid on duty assignments posted for bids by employees in the craft. If the employee does not bid, or is the unsuccessful bidder, Such employee should be assigned in any vacant duty assignment for which there was no successful bidder in the craft and installation. The employee's preference is to be considered if there is more than one assignment available and shall be honored except where an employee can be assigned to an available duty assignment for which he/she is currently qualified (including scheme requirements).
11. Normally, the successful bidder shall work the duty assignment as posted and shall not be displaced by a junior employee. This does not prohibit the Employer from assigning other employees to work the assignment for training purposes.

Section 4. Mail Sorting Machines

A. Letter Sorting Machines

1. Designation

In offices (present or future) with letter sorting machines, the Employer will designate on the part-time flexible roster, those employees who meet the machine qualification requirements (which means the ability to key at the appropriate speed and accuracy) for letter sorting machine positions.

2. Rotation

- a. The application of the rotation system for letter sorting machine operators as outlined in Handbook M-54 is a proper subject for the Labor-Management Committee Meetings. Discussion with local Union officials shall take place with opportunity for input prior to changes in the rotation system.
- b. The feasibility of a study for the purpose of better understanding the environmental effects of alternate rotation systems is a proper subject for discussion by the National Labor-Management Committee.

3. EDIT

- a. An EDIT operator test will not be entered into the Individual Performance Record and become an official record unless the following conditions are met:

- (1) The operator was checked by the operations table of random numbers, and the supervisor is able to reconstruct

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the random selection of the operator from the random number table.

- (2) The supervisor is able to relate the machine printed record to the operator and identify, where possible, the error causes.
- (3) The operator is allowed to inspect the record including the sampled letters as soon as possible after completion of the individual's keying cycle.
- (4) The sample letters were representative of the general mail mix and not solely nixie mail.

b. Special EDIT runs of an individual operator may be made; however, they will be used only for analysis of that operator's keying problems so that corrective training can be effectively undertaken. Results of special EDIT runs should be handled in accordance with a. (2), (3) and (4) above.

**See Memorandum of Understanding, Page 159.*

B. Parcel Post Sorting Machines

1. Rotation

The application of the rotation system for PPSM operators is a proper subject for discussion at the Labor-Management Committee meetings. Discussion with local Union officials shall take place with opportunity for input prior to changes in the rotation system.

2. SIAT

a. A SIAT operator test will not be entered into the Individual Performance Record and become an official record unless the following conditions are met:

- (1) The operator was scheduled by the operations table of random numbers and the supervisor is able to reconstruct the random selection of the operator from the random number table.
- (2) The supervisor is able to relate the machine printed record to the operator and identify, where possible, the error causes.
- (3) The operator is allowed to inspect the record, including a record of the addresses of pieces keyed in error as soon as practicable.

C. Flat Sorting Machines

The implementation of a flat sorter machine program will be consistent with the contractual requirements falling within the area of Technological and Mechanization Changes.

Section 5. Anti-fatigue Measures

- A. The subject of fatigue as it relates to the safety and health of an employee is a proper subject for the consideration of the Joint Labor-Management Safety Committee as provided in Article XIV of the National Agreement. The Employer will continue to furnish adjustable platform stools for periods of sustained distribution as heretofore.
- B. The feasibility of a study of seating devices, including seats with back supports, for the purpose of improving upon and eventually replacing the equipment termed "adjustable platform stools" heretofore supplied, as "sit-stand" devices is a proper subject for determination by the National Labor-Management Committee.

Section 6. Scheme Committee

- A. The Employer agrees to having as part of the National Labor-Management Committee, a junior labor-management subcommittee on schemes for the consideration of appropriate matters relating to schemes.
- B. Subject to any criteria established in the future by the National Labor-Management Committee, local level scheme committees will continue operation as presently constituted.
- C. There shall be no annual or periodic scheme examinations.

Section 7. Inspection of Lockers

The Employer agrees that, except in matters where there is reasonable cause to suspect criminal activity, a steward or the employee shall be given the opportunity to be present at any inspection of employees' lockers. For a general inspection where employees have had prior notification of at least a week, the above is not applicable.

Section 8. Listing of Key and Standard Positions

The Employer will continue to furnish to the Union at the national level copies of key and standard positions including qualification standards in the clerk craft.

Section 9. Policy on Telephones

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

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**ARTICLE XXXVIII
MAINTENANCE CRAFT**

Section 1. Seniority

Section 2. Posting

Section 3. Special Provisions

Section 1. Seniority

A. Introduction

The U. S. Postal Service and the Maintenance Craft Division, APWU, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices. This Article will continue relative seniority standings properly established under past instruction, rules, and regulations and provisions of this Article shall be so applied.

B. Coverage

This Seniority Section applies to all regular work force maintenance craft employees when it is necessary for filling vacant assignments and for other purposes. No employee solely by reason of this Article shall be displaced from an assignment he gained in accordance with former rules.

C. Responsibility

The installation head is responsible for day-to-day administration of seniority. The application of this Article shall be open to negotiations at the installation level with the designated agent of the Union.

D. Seniority Lists

A current seniority list shall be posted in each installation. For each employee, it shall show:

1. Service seniority.
2. Seniority for preferred assignments.

E. Definitions

1. Maintenance Craft. All employees in maintenance craft positions for which the Union has secured recognition at the national level.
2. Installation. A main post office, airport mail facility, terminal or any similar organizational unit under the direction of one postal

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official, together with all stations, branches and other subordinate units.

3. Duty Assignment. A set of duties and responsibilities within a recognized position regularly scheduled during specific hours of duty.
4. Preferred Duty Assignment. An assignment preferred over present assignment by an employee eligible to bid for such assignment when it is posted for bid. This bidding is done among qualified employees in the same level and occupational group.
5. Service Seniority. That seniority based on total service in the maintenance craft, regardless of position designation beginning with:
 - a. Career appointment.
 - b. Employees who were on the rolls before May 1, 1958, who had temporary or indefinite appointments, which continued to career appointment, retain seniority credit for combined temporary, indefinite, and career employment which was continuous in the same position designation and installation.
 - c. The seniority of employees transferred from the former Post Office Department to the General Services Administration July 1, 1950, under Reorganization Plan 18, and later returned to the maintenance craft of the U.S. Postal Service, is established by including their employment for the General Services Administration.
6. Seniority for Preferred Assignments. This seniority determines relative standing among regular work force employees eligible to bid for preferred assignments. It is computed from entry into a regular work force position in a particular position designation and level. It continues to accrue so long as service in the same position designation and level, and installation is uninterrupted.
7. Occupational Group. In the maintenance craft, occupational group shall be determined by position designation and level.
8. The following positions in the maintenance craft shall be filled on the basis of Seniority (Senior Qualified) in accordance with the procedures established in Section 2, Article XXXVIII.
 - a. Custodian PS-2 (KP-1)—from any lower level
 - b. Custodial Laborer PS-3 (SP 6-13)—from any lower level
 - c. Laborer Materials Handling PS-3 (SP 1-11)—from any lower level
 - d. Elevator Operator PS-3 (KP-2)—from any equivalent or lower level
 - e. Elevator Starter PS-4 (SP6-3)—from Elevator Operator PS-3 (KP-2)

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- f. General Mechanic PS-5 (SP6-2)—from Mechanic Helper PS-4 (SP6-1)
- g. Area Maintenance Technician PS-8 (SP6-77)—from Area Maintenance Specialist PS-7 (SP6-78).

F. Loss of Seniority

1. Employees who change from one craft or occupational group and/or level to another, shall begin a new period of seniority for preferred assignment.
2. Change from one postal installation to another; except as specified under G and L below, will require the start of a new period of seniority for preferred assignment.
3. Upon separation or resignation, employees lose all seniority for preferred assignments.

G. Restoration of Service Seniority and Seniority for Preferred Assignments

Except as provided in Article XII, Section 2B, seniority is restored as if service had been continuous upon:

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 this reason in the resignation and furnished satisfactory evidence for inclusion in the employee's 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 installation and in the same salary level from which originally separated; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from the Bureau of Retirement Insurance and Occupational Health, Civil Service Commission, and in the case of resignation due to illness by statement from the applicant's attending physician or practitioner.
2. Restoration in the same installation after military duty.
3. Restoration to the employee's former position in the same installation after unwarranted or unjustified separation.
4. Voluntary return within the same installation to the same occupational group and level from which voluntarily changed within the preceding 90 days.
5. Involuntary reassignment to another installation.

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6. Arbitrary change in same installation to lower PS level (except for disciplinary reasons) to the position designation and level from which promoted.

H. Reduction of Seniority for Preferred Assignments

1. When an employee is voluntarily or for disciplinary reasons changed to a lower salary level in the same installation and the salary level is in the same occupational group and level from which promoted, seniority is established as the employee's former period of seniority without credit for employment in any other higher level or levels.
2. When the change is to a lower salary level in the same installation and the level is other than that from which promoted, whether the change is voluntary or arbitrary, seniority will be established as one day less than the junior regular work force employee in that level and occupational group or the employee's own seniority, whichever is lesser.

I. Seniority Granted by Law

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 were 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.
3. Employees who are restored to postal duty in compliance with law or regulation after military training or extended military duty lose no seniority.

J. Incumbency

1. When an occupied position is upgraded on the basis of duties which are added to the position:
 - (a) The incumbent will remain in the upgraded job provided the incumbent has been in that job for more than one year. The

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- year of required incumbency in the job begins when the duty or duties were added which permitted the job to be reranked.
- (b) The job will be awarded 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.

K. Excess Employees

Length of regular work force service in the maintenance craft in the same installation governs in identifying excess employees within a position designation.

L. Change in which Seniority is Modified

The seniority for maintenance craft employees who are reassigned between installations as the result of a mutual exchange in accordance with applicable provisions of the Employee and Labor Relations Manual will be established for both employees as that of the junior employee involved.

M. Seniority for Breaking Ties

When it is necessary to determine the seniority ranking for two or more employees who are reassigned or promoted to vacancies in the same occupational group and level in the maintenance craft on the same day, the following shall be used to break any tie that might exist:

1. Total Maintenance Craft Service
2. Total Postal Service
3. Total Federal Career Civilian Service

Section 2. Posting

A. In the Maintenance Craft all vacant duty assignments shall be filled as follows:

1. When a vacant or newly established duty assignment is to be filled, the Employer shall post for a period of 7 calendar days, a notice of intent that the duty assignment will be filled using the appropriate registers, except for newly established positions as defined in Article I, Section 5. Such positions shall be posted as they are created and assigned to the craft unit.
2. All vacant or newly established craft duty assignments shall be filled from a preferred assignment eligibility register established on the basis of assignment selection forms submitted by maintenance craft employees. Where a vacant or newly established duty assignment cannot be filled from an established preferred assign-

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ment selection register, and the assignment is to be filled by means of a promotion, selection shall be made from the appropriate promotion eligibility register. An employee who is listed on the appropriate register for a vacant assignment shall have the right to withdraw, in writing, at any time, but not later than the closing time (hour and date) for the posting of the notice of intent. Such withdrawal, to be effective, should be backstamped.

3. All vacant duty assignments shall be posted by notice of intent within 30 days from when vacancy occurs. If a duty assignment has not been posted within 30 days, the installation head or designee shall advise the union in writing as to the reasons the duty assignment is being withheld.
4. If the vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reasons therefor.
5. When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, or that the starting time for such an assignment be changed by 2 or more hours, the affected assignment(s) shall be reposted, by notice of intent. An exception to the requirement to repost an assignment where the change in starting time is 2 or more hours may be negotiated locally. If the incumbent in the assignment has more seniority for the preferred assignment than the senior employee on the preferred assignment eligibility register for those off days or hours, the employee may remain in the duty assignment, if the employee so desires.
6. The determination of what constitutes a sufficient change of duties or principal assignment areas, to cause the duty assignment to be reposted shall be a subject of negotiations at the local level.
7. Any unassigned employee who fails to submit a preferred assignment selection form, or who fails to be awarded a duty assignment of his choosing may be assigned to any vacant duty assignment.

B. Method of Selection

1. The Employer shall provide each employee with a preferred assignment selection form during the first pay period in January, and the employee shall return the completed form to the Employer not later than the end of the second pay period.
2. The employee shall indicate preference for any vacancy that may occur during that year, including tours and days off.
3. Newly established or vacant duty assignments shall be filled by senior employees in the same salary level and occupational group as the vacancy where such employees are available.

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4. When newly established positions as defined in Article I, Section 5, are created in an installation, the Employer shall post a notice on all official bulletin boards soliciting applicants. The notice shall be posted for ten (10) calendar days. Within thirty (30) days of the date of initial posting the successful applicant shall be announced and placed in the position, except in the month of December.
5. An employee may submit a new or amended preferred assignment selection form in the following situations:
 - a. The employee is promoted;
 - b. the employee's duty assignment is eliminated;
 - c. the duty assignment would result in the employee being assigned closer to the employee's place of residence;
 - d. because of substantiated medical or health reasons whereby continuation in the employee's present assignment would be harmful;
 - e. once during each calendar year, an employee may submit an additional preferred assignment selection form indicating a change in tour preference. The time selected for submitting the additional preferred assignment selection form shall be at the option of the employee.

C. Promotion

1. Upon the first opportunity for promotion to a particular position that occurs not sooner than 90 days following the effective date of this Agreement, the Employer will establish a promotion eligibility register to be used for the purpose of filling the existing and future vacancies in the particular position. The register will remain in effect throughout the life of this Agreement. Upon notification from an employee of the acquisition of new or additional training, education, or experience pertinent to the qualifications for the position, the Employer will update the existing register within 10 days of receipt of such notification. Employees shall be listed on this register in order of qualifications, and all positions for promotion shall be awarded to the best qualified applicants, except those positions set forth in Section 1, E8 of this Article. During the 90 day period referenced above, the current promotion registers will remain in effect.
2. Lateral transfers, that is, transfers in the same level, but to a different occupational group shall be determined in the same manner as promotions.
3. When a part-time regular employee submits a preferred assignment form for a full-time regular position within the employee's salary level and occupational group, the employee will be awarded the vacant duty assignment before promoting a full-

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- time employee from a lower salary level and occupational group, or before any lateral transfer.
4. The Employer agrees to post on an appropriate bulletin board the registers of eligible employees **when such registers are established.**

D. Place of Posting

The notice inviting employees to submit preferred assignment eligibility forms during the first pay period in the month of January shall be posted on all official bulletin boards at the installation, including stations and branches, to assure that it comes to the attention of all employees eligible to submit forms.

E. Information on Notice of Intent

1. The duty assignment by position title and number (e.g., key, standard, or individual position).
2. PS salary level.
3. Hours of duty (beginning and ending).
4. The principal assignment area (e.g., section and/or location of activity).
5. Qualification standards, including occupational code numbers when such standards and numbers are available.
6. The fixed schedule of days of work.
7. Physical or other special requirements unusual to the specific assignments.

F. Successful Applicant(s)

1. Within 8 days after the closing of the original notice of intent to fill a vacancy, the installation head shall post a notice stating the successful applicant and the applicant's seniority date.
2. The successful applicant shall be placed in the new assignment within 14 days after the announcement of the successful applicant, except in the month of December.

Normally, the successful applicant shall work the duty assignment as posted.

Section 3. Special Provisions

A. Tools

The Employer will provide adequate tools, tool kits, and equipment on a charge-out basis to those employees who require such items for the performance of their assigned function. Where the Employer determines that tools are obsolete, such tools will be

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recalled and removed from the employee's accountability. Under no circumstances will the employee be required to use personal tools and equipment.

B. Maintenance Training

1. Pilot Training Program

- a. The Employer agrees to **limited expansion of the pilot Maintenance Training Program initiated under the 1973 National Agreement. Such expansion will be subject to continual review and evaluation relative to program success and continuation.**
- b. **In selecting participants for the training program, employees will be considered in terms of the selection criteria established. Where they satisfy the needs of the program criteria, maintenance employees will be given first consideration.**

2. Other Training

- a. **All job related Maintenance Craft training opportunities in levels 1 through 7 intended to increase skills in an employee's present assignment, will be offered first to the senior qualified volunteer within the occupational group, level and tour where the need for the skills exists.**
- b. **All maintenance craft developmental training which provides an employee with additional skills for potential promotion or reassignment will be first offered to qualified volunteers.**
- c. **Where possible, reasonable advance written notices will be published soliciting volunteers.**
- d. **Only when there are no qualified volunteers as provided for in a or b above, will involuntary selections be made for training.**
- e. **Employees selected for off-site training will be given as much advance notice as is reasonably possible.**
- f. **Upon the completion of a training course of six (6) or more weeks duration, an employee may be placed in a duty assignment for which the training was intended. The employee may be required to remain in such an assignment for a period of nine (9) months from the completion of training unless:**
 - (1) **The employee advances to an assignment in a higher level;**
 - (2) **the duty assignment is eliminated; or**
 - (3) **because of substantiated medical or health reasons whereby continuation in the assignment would be harmful to the employee.**

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C. Craft Positions

All craft positions listed in the P-1 Handbook assigned to the Maintenance Craft shall be under the jurisdiction of the Maintenance Craft Division of the American Postal Workers Union, AFL-CIO.

D. Inspection of Lockers

The Employer agrees that, except in matters where there is reasonable cause to suspect criminal activity, a steward or the employee shall be given the opportunity to be present at any inspection of employees' lockers. For a general inspection where employees have had prior notification of at least a week, the above is not applicable.

E. Policy on Telephones

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

F. Overtime

An overtime desired list in the maintenance craft shall be established for each occupational specialization showing grade level, occupational group and special qualifications where necessary.

ARTICLE XXXIX

MOTOR VEHICLE CRAFT

Section 1. Seniority

Section 2. Posting

Section 3. Special Provisions

Section 1. Seniority

A. Introduction

1. The U.S. Postal Service and the Motor Vehicle Craft Division, APWU, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices.
2. This Article continues relative seniority standings properly established under past instructions, rules, practices and agree-

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ments and this Article shall be so applied. Seniority standings so established shall not be changed except to correct an error. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

B. Seniority for Preferred Assignments

1. This determines relative standing among eligible full-time regular employees. It is computed from the assignment of a full-time regular or part-time flexible employee to a particular position designation in the motor vehicle craft and accrues while the employee continues in the same installation, salary level and position designation. See B5 and B6 below.
2. Employees who change, or have changed, from one designation to another and who during continuous employment in the motor vehicle service and in the same installation return to the former position designation and salary level regain the seniority they had in that position, without seniority credit for intervening employment in other position designations, except as provided for in paragraphs 4 and 5 below.
3. Except as specifically provided for elsewhere in this Agreement, full-time regulars, upon entering the motor vehicle craft from another craft or installation, begin a new period of seniority.
4. When two or more employees in the same installation, salary level, and position designation have seniority for preferred assignments from the same date, the tie will be broken:
 - a. By standing on the part-time flexible roll when both were appointed as a part-time flexible in the same installation, position designation, and salary level.
 - b. By total length of full-time regular or part-time flexible motor vehicle service in the installation if the tie is not broken by the preceding rule.
 - c. When a motor vehicle service employee's casual appointment is converted to a career appointment the same day there is a new career appointment, reinstatement, reassignment, transfer or promotion to the same salary level and position designation, the converted employee is senior and precedes the other on the part-time flexible roll.
5. Seniority is restored under the following conditions:
 - a. Reemployment After Disability Separation. On reinstatement or reemployment after separation caused by disability,

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- 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 the 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 PS salary level from which originally separated; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from the Bureau of Retirement Insurance and Occupational Health, 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 part-time flexible roll, standing on the roll shall be the same as if employment had not been interrupted by the separation.
- b. Restoration. On restoration in the same craft in the same installation after return from military service, transfer under letter of authority or unjust removal, an employee shall regain the same seniority rights such employee would have if not separated.
 - c. Reassignment and Return in 90 Days. A full-time regular or part-time flexible employee, voluntarily reassigned from one craft to another at the same installation with or without change in PS salary level, **who is** voluntarily reassigned within 90 days **back to the** former craft, position designation, and salary level, retains seniority previously acquired in the craft augmented by the intervening employment.
6. Motor Vehicle Operators and Tractor-Trailer Operators:
- a. Full-time regular tractor-trailer operators bidding for PS-6 tractor-trailer assignments shall be assigned before posting any vacant level 6 assignment for bids by full-time regular level 5 operators.
 - b. Remaining PS-6 tractor-trailer assignments shall be filled by promoting the senior qualified PS-5 motor vehicle operator who bids.
 - c. A PS-6 tractor-trailer operator may bid in competition with a PS-5 motor vehicle operator for a PS-5 motor vehicle operator assignment.
 - d. Seniority for choice of assignments is retained upon change from a motor vehicle operator to a tractor-trailer operator, or the reverse.

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- 7. Motor Vehicle Operations New in Installation. In an installation which has had no motor vehicle operations assignment, any such newly established motor vehicle operator or tractor-trailer operator assignments shall be awarded to qualified vehicle maintenance service applicants who are employed in the same installation. The provisions of Appendix A, Section I, C7, shall be complied with before application of this paragraph.
- 8. When tractor-trailer assignments are established, motor vehicle operators who are not qualified to drive tractor-trailers, will be given on-the-clock training, starting with the senior motor vehicle operator.
- 9. When filling motor vehicle craft assignments other than those identified in C.3. below, the total service seniority of motor vehicle craft employees who submit an application and meet the qualification standards established for that position will be considered in keeping with the provisions of Article XXXIII.

C. Definitions

- 1. Service Seniority. Motor vehicle service employees on the rolls May 1, 1958, for service seniority purposes, were credited with all indefinite and temporary employment continuous to career appointment. The use of the service seniority was limited to breaking ties among equally qualified candidates for promotion. The temporary employment is not credited toward seniority for preferred assignments.
- 2. Craft Group. The craft group is composed of those positions for which the Union has secured recognition at the national level.
- 3. An employee may not bid on an assignment involving a change in level, except for the following positions which are to be filled by the senior qualified bidder meeting the qualifications standards established for that position from the appropriate craft as herein indicated. Total service seniority in the motor vehicle craft will be used for promotional purposes.
 - a. Position To be Filled by Senior Qualified
 - Junior Mechanic, Automotive, SP 5-52, PS-5 Garageman, KP 9, PS-4
 - Tire Repairman, SP 5-53, PS-5 Garageman, KP 9, PS-4 Junior Mechanic Automotive, SP 5-52, PS-5
 - Tractor-Trailer Operator SP 5-22, PS-6 Motor Vehicle Operator, KP 10, PS-5

Tools and Parts Clerk, SP 1-31, PS-5 All Motor Vehicle Craft Employees
 Clerk, Vehicle Dispatcher SP 5-10 PS-5 Motor Vehicle Operator, KP 10, PS-5, Tractor-Trailer Operator SP 5-22, PS-6

- 4. Application. A written request by a full-time motor vehicle craft employee for consideration for an assignment for which such employee is not entitled to submit a bid.
- 5. Bid. A written request submitted to the installation head to be assigned to a duty assignment by a full-time motor vehicle craft employee eligible to bid on a vacancy or newly established duty assignment.
- 6. Duty Assignment. A duty assignment is a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.
- 7. Preferred Duty Assignment. Any assignment preferred by a full-time regular.
- 8. Eligible Bidder. Full-time motor vehicle craft employees are eligible to bid only within the motor vehicle craft in the same installation, salary level, and position designation except as specifically provided for in Section C, paragraph 3.

D. Excess Employees

Length of full-time regular or part-time flexible service (service seniority) in the motor vehicle craft in the same installation governs in identifying excess employees within a position designation.

E. Responsibility

The installation head is responsible for day-to-day administration of seniority. The application of this Article shall be open to negotiation at post office level with the Union.

F. Posting Seniority List

A current preferred assignment and duty tour seniority list showing the seniority of each employee by designation shall be posted on the bulletin board in each installation.

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G. Transfer From Other Installation

1. When it is proposed to open a new facility, prior to Management hiring new employees in the motor vehicle craft, all requests for transfer of motor vehicle craft employees from other installations shall be given first consideration.
2. Consideration will be given for transfers to fill motor vehicle craft vacancies at established installations to those qualified employees requesting transfers, where it has been determined, that no employees qualified to bid, or desiring the position are available at the completion of the posting period.

Section 2. Posting

A. Vacant motor vehicle craft duty assignments shall be posted as follows:

1. All vacant or newly established craft duty assignments shall be posted for craft employees eligible to bid within 10 days after a determination has been made the position is not to be reverted. If a vacant duty assignment has not been posted within 30 days the installation head or the designee of the installation head shall advise the Union in writing of the reason the positions are being withheld and the anticipated length of time such positions will remain vacant. Unless mutual agreement is reached on an extended withholding period the installation head shall advise the Union each 30 day period.
2. If a vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reason therefor.
3. When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, the affected assignment(s) shall be reposted.
4. The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.
5. No assignment will be posted because of change in starting time unless the change exceeds an hour. Whether to post or not is negotiable at the local level, if it exceeds one hour.
6. An unassigned full-time regular employee may bid on duty assignments posted for bids by employees in the craft. Absent such bid, the employee may be assigned in any vacant duty assignment for which there was no senior-bidder in the craft and installation. Preference of such an employee is to be considered if more than one such assignment is available.

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7. When requested by the Union, all full-time regular motor vehicle operator and tractor-trailer operator craft assignments shall be posted for bid once each calendar year.
8. All motor vehicle maintenance craft assignments may be posted for bid once each calendar year upon mutual agreement between the parties at the local level. **Absent such local agreement, motor vehicle maintenance craft assignments shall be posted for bid every second calendar year, when requested by the Union.**

B. Place of Posting

1. The notice inviting bids for a craft assignment shall be posted on all official bulletin boards at the installation where the vacancy exists, where vehicle operations and/or maintenance employees work so as to assure that it comes to the attention of all employees eligible to submit bids. Copies of the notice shall be given to the Union. When an absent employee has so requested in writing, and provided a personal mailing address, a copy of any notice inviting bids from the craft of the employee shall be mailed to the employee by the installation head.
2. Posting and bidding for preferred duty assignments shall be installation-wide without exception.

C. Length of Posting

The notice shall remain posted for 10 days, unless a different length for the posting period is established by local negotiation.

D. Information on Notices

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

1. The duty assignment by position title and number (e.g., key, standard, or individual position).
2. PS salary level.
3. Hours of duty (beginning and ending).
4. The principal assignment area (e.g., section and/or location of activity).
5. Qualification standards, including ability to drive certain types of vehicles such as tractor-trailer and occupational code number when such standards and numbers are available.
6. Physical requirement unusual to the specific assignment.
7. Invitation to employees to submit bids.
8. The fixed or rotating schedule of days of work, as appropriate.
9. Motor vehicle and tractor-trailer route numbers (a copy of the schedule should be made available to interested employees).

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10. All bids in the motor vehicle craft are to be submitted first by motor vehicle craft employees on a standard bid form. If such bid form is not available, a bid submitted in writing is acceptable. An employee who has submitted a bid may withdraw the bid at any time before the closing date and/or time of posting, provided the withdrawal is submitted in writing and is back-stamped.

E. Successful Bidder

1. Within 10 days after the closing date for the posting (including December), the installation head shall post a notice stating the successful bidder and his seniority date. The senior qualified bidder meeting the qualification standards established for that position shall be designated the "successful bidder".
2. The successful bidder must be placed in the new assignment within 21 days except in the month of December. The local agreement may set a shorter period.
3. Normally, the successful bidder shall work the duty assignment as posted.

Section 3. Special Provisions

- A. The Employer will provide adequate tools, tools kits, and equipment on a charge-out basis to those employees who require such items for the performance of their assigned functions. The Employer will seek the advice of the Union at the national level in determining adequacy and/or obsolescence of the tools to be provided. Where tools are determined to be obsolete they will be recalled and removed from the employee's accountability. Replacement tools may be purchased locally by the Fleet Manager, who will seek the advice of the local Union in determining the adequacy of the tools to be furnished.
- B. In the interest of safety and health and other appropriate considerations, properly certified national representatives of the Union will be given an opportunity to examine and comment on new type vehicles during the developmental stage.
- C. The parties recognize that telephones are for official USPS business. However, the Employer at the local level shall establish a policy for the use of telephones by designated Union representatives for legitimate business related to the administration of the National Agreement, subject to sound business judgment and practices.
- D. Any time that tool kits or lockers of employees are to be inspected, the Employer agrees that, except in matters where there is reasonable cause to suspect criminal activity, a steward or the employee shall be given the opportunity to be present at

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any inspection of employees' lockers. For a general inspection where employees have had prior notification of at least a week, the above is not applicable.

- E. All motor vehicle craft positions listed in the P-1 Handbook, designated to the motor vehicle craft, shall be under the jurisdiction of the Motor Vehicle Division of the American Postal Workers Union, AFL-CIO.
- F. When filling details to bargaining unit work in the motor vehicle craft, the Employer shall give first consideration to the assignment of available and qualified motor vehicle craft employees from the immediate work area in which the detail exists.
- G. Employees eligible for night differential who participate in on-the-clock training will be paid the applicable differential they would have earned for service normally scheduled between 6 p.m. and 6 a.m. had they not been temporarily rescheduled by management to attend such training.

ARTICLE XL

SPECIAL DELIVERY MESSENGER CRAFT

Section 1. Seniority

Section 2. Posting

Section 3. Special Provisions

Section 4. Miscellaneous Provisions

Section 1. Seniority

A. Introduction

1. The U. S. Postal Service and the APWU, Special Delivery Messenger Craft Division, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices.
2. This Article will continue relative seniority standing properly established under past instructions, rules and practices and this Article shall be so applied. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

B. Coverage

These rules apply to all employees of the regular work force when a guide is necessary for filing vacant assignments and for other purposes. No employee, solely by reason of this Article shall be

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displaced from an assignment the employee gained in accord with former rules.

C. Responsibility

The installation head is responsible for day-to-day administration of seniority. Installation heads where practicable will post **and furnish a copy of an updated seniority list to the local Union on a quarterly basis.** If not practicable, such information will be made available. The application of this Article shall be open to negotiation at the installation level with the designated agent of the Union.

D. Definitions

1. Craft Group. A craft group is composed of those positions for which **the Union** has secured recognition at the national level.
2. Seniority is for full-time regulars for preferred assignments and for other purposes for application of the terms of the **National Agreement and any Local Memorandum of Understanding.**
 - a. This seniority determines the relative standing among full-time regular **employees.** It is computed from date of regular work force appointment in a particular craft and level and continues to accrue so long as service is uninterrupted in the same craft and level in the same installation, except as otherwise specifically provided.
 - b. Seniority shall include employment in PS-5 and PS-6 assignments listed in paragraph 3c below.
3. An employee may not bid on an assignment involving a change in level except for the following positions which are to be filled by the senior qualified bidder meeting the qualification standards established for that position from the appropriate craft as herein indicated. Also employees in assignments listed in c below, may bid on PS-5 positions within their craft.
 - a. An employee obtaining one of the positions listed below may bid on another position in the employee's craft and within the list.
 - b. An employee **excessed** from a level 6 assignment not listed in c 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 6 assignments. Paragraphs F4c gives the employees bidding seniority **after returning** to the craft from which promoted, credit for their continuous full-time regular or part-time flexible service in the same installation in PS-5

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and higher levels. This rule also applies to an excessed employee who bids for return to level 5 in the craft from which promoted.

c.

Position No.	Title	Craft or Crafts
SP 2-188	Examination Specialist	Clerk, carrier, special delivery messenger, group leader—mail handler.
SP 2-195	Vehicle Operations— Maintenance Assistant	Clerk, carrier, or special delivery messenger.

4. Duty Assignment. A duty assignment is a set of duties and responsibilities within recognized positions regularly scheduled during specific hours of duty.
5. Preferred Duty Assignment. Any assignment preferred by a full-time regular.
6. Bid. A written request submitted to the installation head to be assigned to a duty assignment by a full-time regular eligible to bid on a vacancy or newly established duty assignment.
7. Application. A written request by a full-time regular for consideration for an assignment for which the employee is not entitled to submit a bid.
8. Installation. An installation is a main post office, airport mail facility, terminal or any similar organization unit under the direction of one postal official, together with all stations, branches, and other subordinate units.
9. Change Between Part-Time Flexible Craft Rosters. Change by Employee's Request. When a part-time flexible transfers from one craft to another craft, such employee shall be assigned to the foot of that part-time flexible roll and begin a new period of seniority effective the date of reassignment.
10. Relative Standing on the Part-Time Flexible Roll
 - a. Part-time flexibles are placed on the part-time flexible roll of special delivery craft in the order of the date of career appointments as a regular work force employee from a competitive Postal Service eligible register or other means. In cases of appointment of more than one eligible on the same day from the same competitive register, their positions on the part-time flexible roster will be in accord with their standings on the Postal Service eligible register.

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- b. Part-time flexible **employees** shall be changed to full-time regular positions of the same designation and PS salary level in the order of their standing on the part-time flexible roll.

11. Excess U. S. Postal Service Employees. Excess U. S. Postal Service employees from non-mail processing and non-mail delivery installations, regional offices, the U. S. Postal Service Headquarters or from other Federal departments or agencies begin a new period of seniority effective the date of reassignment.

E. Special Benefits to Certain Veteran Employees

1. Employees whose names were within reach on an eligible register between May 1, 1940, and October 23, 1943, and who lost opportunity for career appointment by reason of military service, who subsequently received career 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 were 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 a career appointment based on restored eligibility, and were granted the benefits of Public Law 121 are entitled to seniority from the date the lower eligible on the same list of eligibles received a career appointment.

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

1. **Reemployment After Disability Separation.** On reinstatement of reemployment after separation caused by disability, retirement or resignation because of personal illness and the employee so stated in a resignation and furnished satisfactory evidence for inclusion in the 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 PS salary level from which originally separated; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability retirement or **disability separation** must be supported by notice of recovery from the Bureau of Retirement Insurance and Occupational Health, Civil Service Commission, or the Office of

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Workers Compensation Programs respectively; 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 part-time flexible 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 the employee would have if not separated.
3. **Reassignment and Return in 90 Days.** A **regular work force** employee, voluntarily reassigned from one craft to another at the same installation with or without change in PS salary level, and voluntarily reassigned within 90 days to the employee's former craft retains seniority previously acquired in the craft augmented by the intervening employment.
4. **Return From Any Position For Which Selection Was Based on "Best Qualified".**
 - a. When full-time **regular employees**, except as provided in Article XII, Section 2B, either voluntarily or for disciplinary reasons, return to the same installation and to the last craft they left, they shall have their seniority established after reassignment as the seniority they had when they left that craft without seniority credit for service outside that craft.
 - b. The same rule applies to full-time **regular employees** returning from any position in the same craft to which selection was made on the basis of "Best Qualified".
 - c. Upon involuntary reassignment of a full-time **regular employee** from a position for which selection was based on best qualified, except for disciplinary reasons, if the employee returns to the same installation and to the last craft left, the employee shall have his seniority established after reassignment as the employee's former seniority plus seniority for service in the positions outside the craft.
 - d. The same rule applies to full-time **regular employees** returning from any position in the same craft to which selection was made on the basis of best qualified.
 - e. Full-time **regular employees** reassigned as provided in a, b, and d above may bid on any existing vacancy, but shall not bump.
 - f. When the change is to a craft other than the one 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 full-time **regular** in the craft to which assigned or the employee's own, whichever is the lesser.

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5. Change in Which Seniority is Modified.

When mutual exchanges are made between Special Delivery Messengers from one installation to another, the Special Delivery Messengers will retain their seniority or shall take the seniority of the exchangee, whichever is the lesser.

G. Changes in Which Seniority is Lost

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

1. When the change is at employee's 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.

H. Filling Positions Reevaluated as One of the Positions Reserved for Bidding by PS-5's and PS-6's

1. When an occupied level 5 position is upgraded on the basis of the present duties:
 - a. The incumbent will remain in the upgraded job provided such employee has been in that job for more than one year.
 - b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job for more than one year.
2. When an occupied level 5 position is upgraded on the basis of duties which are added to the position:
 - a. The incumbent will remain in the upgraded job provided such employee has been in that job for more than one year. The year of required incumbency in the job begins when the duty or duties were added which permitted the job to be re-ranked.
 - b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job more than one year since the date when the duty or duties were added which later permitted the job to be re-ranked.

I. Reassignment

When a special delivery messenger is involuntarily reassigned to any craft or position within the U.S.P.S. the employee has the

option of returning to the first available special delivery messenger vacancy and when so reassigned through the exercise of the employee's option, retains full seniority, including intervening employment in any other craft or position within the U.S.P.S.

J. Conversions from Temporary to Regular Work Force Appointment

1. Under Civil Service Regulations 315.703 (formerly 3.10F). When two or more employees are converted under this regulation, effective the same date, their seniority on the flexible 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 flexible roll shall be determined by order of standing on the register.
2. Under Public Law 836 and Executive Order 10880. When two or more employees are converted under these authorities, on the same date, entry on the flexible rolls will be determined by the total length of postal field service.
3. When an employee is converted to the regular work force the same day an employee is appointed from the register, the converted employee stands first on the part-time flexible roll. The employee 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 part-time flexible roll ahead of one appointed from the register the same day.
4. First preference for filling vacancies shall be given to qualified regular work force employees.

K. Disability Incurred in Military Service, PL 739 of June 22, 1948

1. No full-time regular employee shall be reduced to a part-time flexible employee to accord the benefits of the Act to another employee.
2. When the Postal Service approves the restoration of seniority to an employee under P.L. 739 and the employee is a part-time flexible, such employee shall be placed on the part-time flexible roll according to the position the employee should have attained thereon had he originally been appointed to that part-time flexible roll from the register.

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Section 2: Posting

A. In the special delivery messenger craft, newly established and vacant craft duty assignments shall be posted as follows:

1. All vacant or newly established special delivery messenger craft duty assignments shall be posted for employees eligible to bid within 10 days after a determination has been made the position is not to be reverted, **except for newly established positions as defined in Article I, Section 5. Such positions shall be posted as they are assigned to the craft unit.** If a vacant duty assignment has not been posted within 30 days the installation head or designee shall advise the Union in writing of the reasons the positions are being withheld and the anticipated length of time such positions will remain vacant.
2. If the vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reason therefor, **a copy of which shall be provided to the local Union.**
3. When a vacancy occurs in the special delivery messenger craft, regular special delivery messengers will be assigned scheduled non-work days according to their preference and in order of seniority before the position is posted; provided the reassignments of non-work days are consistent with the needs of the service. The means of applying this policy shall be by local negotiation but the procedure agreed upon must not defer or delay the posting of the vacant position. The unassigned basic work week remaining after reassignment under this policy will become the schedule of the vacant position. A special delivery messenger who bids on a vacant or newly-created duty assignment in the employee's craft can, at the employee's option, retain previously acquired non-scheduled work days.
4. In the special delivery messenger craft a permanently changed scheduled non-work day shall be posted. The special delivery messenger whose fixed schedule non-work day was necessarily changed retains present assigned route. The senior eligible special delivery messenger who applies for the changed non-work day in the craft involved shall be assigned to the new basic schedule without changing from his route. Special delivery messengers eligible to bid are those within the sections as established with the craft by local negotiation, which negotiation shall be for the specific purpose of implementing this subparagraph as it applies to the special delivery messenger craft. In the absence of such designation of sections by local negotiation, all full-time regular special delivery messengers may bid for the changed non-work day within their craft on an installation wide basis.

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5. The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.
6. No assignment will be posted because of change in starting time unless the change exceeds an hour **including all cumulative changes in the starting time during the life of this agreement which total more than one hour from the original starting time.** Whether to post or not is negotiable at the local level, if it exceeds one hour.
7. An unassigned full-time regular special delivery employee may bid on duty assignments posted for bid by employees in the special delivery messenger craft. If the employee does not bid, the employee may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. The employee's preference **by seniority should be honored** if more than one such assignment is available.

B. Place of Posting

The notice inviting bids for a special delivery messenger assignment shall be posted on all official bulletin boards at the installation where the vacancy exists, including stations and branches, as to assure that it comes to the attention of employees eligible to submit bids. Copies of the notice shall be given to the local Union. When an absent employee has so requested in writing, stating employees mailing address, a copy of any notice inviting bids from the employee's craft shall be mailed to the employee by the installation head. Posting and bidding for preferred duty assignments shall be installation-wide unless the local agreement or established past practice specifically limits bidding to sections defined in compliance with the reassignment agreements. (Article X11, Sec. 5, C4a)

C. Length of Posting

The notice shall remain posted for 10 days, unless a different length for the posting period is established by local negotiation.

D. Information on Notices

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

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

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3. Hours of duty (beginning and ending).
4. The principle assignment area (e.g., section and/or location of activity).
5. Qualification standards, including occupational code number when such standards and numbers are available.
6. Physical requirement unusual to the specific assignment.
7. Invitation to employees to submit bids.
8. The fixed or rotating schedule of days of work, as presently established. No further rotating schedules will be created.
9. The Postal Service shall provide a standard form for use by bidders who are members of the special delivery messenger craft. Posted notices shall inform bidders of convenient locations from which to obtain bid forms.
10. The posted notice shall inform special delivery messenger craft bidders of their right to withdraw, in writing, bids before closing dates of the posting. Such withdrawal, to be effective, must be "back stamped" and dated by a responsible supervisor.

E. Successful Bidder

1. Within 10 days after the closing date for the posting (including December), the installation head shall post a notice stating the successful bidder and seniority date. The senior qualified bidder meeting the qualification standards established for that position shall be designated the "successful bidder".
2. The successful bidder must be placed in the new assignment within 21 days except in the month of December. The local agreement may set a shorter period.
3. Normally, the successful bidder shall work the duty assignment as posted.

F. Transfers

1. Consideration will be given to unsolicited requests for transfer to other installations before hiring new employees to fill residual vacancies in the special delivery messenger craft. Employees voluntarily transferring under this provision shall be solely responsible for all travel, transportation, relocation and other expenses incurred pursuant to the transfer.

Section 3. Special Provisions

- A. When a sufficient number of Postal Service owned vehicles are not available for the needs of the Special Delivery Service, special delivery messengers may be given an opportunity to provide their privately owned vehicles. Special delivery messengers who voluntarily agree to furnish their privately owned

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vehicles shall be reimbursed in accordance with postal regulations at the rate of \$1.85 per hour. **Where available and practical the Employer will provide parking for messengers using their own vehicles for the above purpose.**

- B. No special delivery messenger shall be coerced into the use of privately owned vehicle for Postal Service business. Such use shall be voluntary.
- C. In the interest of safety and health and other appropriate considerations, properly **designated** national representatives of the Union will be given an opportunity to examine, comment **and submit recommendations** on new vehicles during the developmental stage, **before and after the completion of manufacturing of vehicles.**

Section 4. Miscellaneous Provisions

A. Policy on Telephones

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

B. Inspection of Lockers

The Employer agrees that, except in matters where there is reasonable cause to suspect criminal activity, a steward or the employee shall be given the opportunity to be present at any inspection of employees' lockers. For a general inspection where employees have had prior notice for at least a week, the above is not applicable.

- C. **The employer will not assess or hold a special delivery messenger responsible for incorrect fees collected on mail improperly rated prior to being distributed to the messenger, who is expected to exercise reasonable care and judgement in the matter.**

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D. When the employer requires the use of certain supply items and equipment for the proper performance of a special delivery messenger's functions, such items shall be supplied by the employer.

ARTICLE XLI

LETTER CARRIER CRAFT

Section 1. Posting

Section 2. Seniority

Section 3. Miscellaneous Provisions

Section 4. City Carrier Transportation (Driveout) Agreement

Section 5. National Joint City Delivery Committee

Section 1. Posting

A. In the letter carrier craft, vacant craft duty assignments shall be posted as follows:

- 1. A vacant or newly established duty assignment not under consideration for reversion shall be posted within 5 working days of the day it becomes vacant or is established.**

All city letter carrier craft full-time duty assignments other than letter routes, utility or T/6 swings, parcel post routes, collection routes, combination routes, official mail messenger service, special carrier assignments and night routers, shall be known as full-time Reserve Letter Carrier duty assignments. The term "unassigned regular" is to be used only in those instances where full-time letter carriers are excess to the needs of the delivery unit and not holding a valid bid assignment.

Positions currently designated in the letter carrier craft:

KP 11 City Carrier, PS-5 (includes the duty assignment of Official Mail Messenger Service in the Washington, D. C. Post Office)

KP 11 Special Carrier, PS-5

SP 2-261 Carrier Technician, PS-6

Positions that may in the future be designated in the letter carrier craft.

Changes in the foregoing position titles shall not affect the application of this provision.

When a position is under consideration for reversion, the decision to revert or not to revert the position shall be made not

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later than 30 days after it becomes vacant. If the decision is made not to revert, the assignment must be posted within 30 days of the date it becomes vacant. **The Employer shall provide written notice to the Union, at the local level, of the assignments that are being considered for reversion and of the results of such consideration.**

- 2. Letter carriers temporarily detailed to a supervisory position (204b) may not bid on vacant letter carrier craft duty assignments while so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a 204b detail and returning to their craft position. Upon return to the craft position, such employees may exercise their right to bid on vacant letter carrier craft duty assignments.**

The duty assignment of a full-time carrier detailed to a supervisory position in excess of 4 months shall be declared vacant and shall be posted for bid in accordance with this Article. Upon return to the craft the carrier will become an unassigned regular. A letter carrier temporarily detailed to a supervisory position will not be returned to the craft solely to circumvent the provisions of **Section 1,A,2.**

Form 1723, Notice of Assignment, shall be used in detailing letter carriers to temporary supervisor positions (204b). The Employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details.

- 3. The existing local procedures for scheduling fixed or rotating non-work days and the existing local method of posting and of installation-wide or sectional bidding shall remain in effect unless changes are negotiated locally.**
- 4. No assignment shall be posted because of a change in starting time or in non-scheduled days (except as provided in Section 1,A,5 below). No overtime payment will be made for a permanent change in starting time.**
- 5. Whether or not a letter carrier route will be posted when there is a change of more than one (1) hour in starting time shall be negotiated locally.**
- 6. When a fixed schedule non-work day is permanently changed, the new non-work day shall be posted.**
- 7. An unassigned full-time carrier may bid on duty assignments posted for bids by employees in the craft. If the employee does not bid, assignment of the employee may be made to any vacant duty assignment for which there was no senior bidder in the same craft and installation. In the event there is more than one vacancy due to the lack of bids, these vacancies may be filled by**

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assigning the unassigned full-time carriers, who may exercise their preference by use of their seniority.

B. Method of Posting

1. The notice inviting bids for letter carrier craft assignments, and to such other assignments to which a letter carrier is entitled to bid, shall be posted on all official bulletin boards at the installation where the vacancy exists, including stations and branches, as to assure that it comes to the attention of employees eligible to submit bids. Copies of the notice shall be given to the local Union. When an absent employee has so requested in writing, stating a mailing address, a copy of any notice inviting bids from the craft employees shall be mailed to the employee by the installation head.
2. Posting and bidding for duty assignments and/or permanent changes in fixed non-work days shall be installation-wide, unless local agreements or established past practice provide for sectional bidding or other local method currently in use.
3. The notice shall remain posted for 10 days, unless a different length for the posting period is established by local negotiations.
4. Information on notices shall be shown as below and shall be specifically stated:
 - (a) The duty assignment by position title and number (e.g., Key or Standard).
 - (b) PS salary level.
 - (c) Hours of duty (beginning and ending), including, in the case of a utility or T/6 duty assignment, the hours of duty for each of the component routes.
 - (d) The fixed or rotating schedule of days of work, as appropriate.
 - (e) The principal assignment area (e.g., section and/or location of activity).
 - (f) Invitation to employees to submit bids.
 - (g) Physical requirement unusual to the specific assignment.
 - (h) If city carrier route is involved, the carrier route number shall be designated. **If a utility or T/6 duty assignment is involved, the route number of the utility or T/6 duty assignment and the route numbers of the component routes shall be designated.**
 - (i) Date of last inspection and date of last adjustment.

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C. Successful Bidder

1. The senior bidder meeting the qualification standards established for that position shall be designated the "successful bidder."
2. Within ten (10) days after the closing date of the posting, the Employer shall post a notice indicating the successful bidder, seniority date and number.
3. The successful bidder must be placed in the new assignment within 15 days except in the month of December.
4. The successful bidder shall work the duty assignment as posted. Unanticipated circumstances may require a temporary change in assignment. **This same rule shall apply to T/6 and utility assignments, unless the local agreement provides otherwise.**

D. Other positions

City letter carriers shall continue to be entitled to bid or apply for all other positions in the U.S. Postal Service for which they have, in the past, been permitted to bid or apply, including the positions listed below and any new positions added to the list:

SP 2-188 Examination Specialist
SP 2-195 Vehicle Operations-Maintenance Assistant

Section 2. Seniority

A. Coverage

1. **This seniority section applies to all regular work force letter carrier craft employees when a guide is necessary for filling assignments and for other purposes and will be so used to the maximum extent possible.**
2. Seniority is computed from date of appointment in the letter carrier craft and continues to accrue so long as service is uninterrupted in the letter carrier craft in the same installation, except as otherwise specifically provided.
3. No employee solely by reason of this Article shall be displaced from an assignment the employee gained in accordance with former rules.

B. Definitions

1. **Seniority for bidding on preferred letter carrier craft duty assignments and for other purposes for application of the terms of the National Agreement shall be restricted to all full-time regular city letter carriers.**

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2. **Part-time regular letter carriers are considered to be a separate category and seniority for assignment and other purposes shall be restricted to this category.**
3. **Full-time reserve letter carriers, and any unassigned full-time letter carriers whose duty assignment has been eliminated in the particular delivery unit, may exercise their preference by use of their seniority for available craft duty assignments of anticipated duration of five (5) days or more in the delivery unit within their bid assignment areas, except where the local past practice provides for a shorter period.**
4. **Part-time flexible letter carriers may exercise their preference by use of their seniority for vacation scheduling and for available full-time craft duty assignments of anticipated duration of five (5) days or more in the delivery unit to which they are assigned.**
5. **A letter carrier who, pursuant to subsections 3 and 4 above, has selected a craft duty assignment by exercise of seniority shall work that duty assignment for its duration.**
6. **Relative Seniority Standing**

- (a) In cases of appointment on the same day, where there is a tie in seniority, the relative standing on the appointment register will determine the more senior carrier.
- (b) Part-time flexible letter carriers shall be converted to full-time positions of the same designation and PS salary level in the order of their standing on the part-time flexible roll.

C. Responsibility for Administration

The Employer shall be responsible for the day-to-day administration of seniority rules. Every installation, station, branch, and/or delivery unit shall have a roster posted in an appropriate place listing all carriers in order of seniority number. Said roster shall be updated during the months of July and January of every calendar year.

D. Transfers, Separations, etc.

Changes in which seniority is restored as if service had been continuous:

1. On reinstatement or re-employment after separation caused by disability, retirement or injury on duty or resignation because of personal illness, and the employee so stated in the resignation and furnished satisfactory evidence for inclusion in the personnel folder, the employee shall receive seniority credit for past service and for time on the disability retirement or for the injury or the illness if reinstated or re-employed in the same postal installation and in the same or lower PS salary level from which

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- originally separated; provided application for reinstatement or re-employment is made within six months from the date of recovery. The date of recovery in the case of disability must be supported by notice of recovery from the Bureau of Retirement, Insurance and Occupational Health, Civil Service Commission, or the Office of Workers' Compensation Programs; and in the case of injury on duty or resignation due to illness, by a statement from the applicant's attending physician or practitioner.
2. Letter carriers who enter the military shall not have their seniority broken or interrupted because of military service.
3. Letter carriers in leave without pay status while serving as Union officers on either a part-time or full-time basis shall retain their former seniority, and have their seniority computed as though they had remained in an active duty status.
4. Letter carriers who are restored to duty in the same installation after unwarranted or unjustified separation shall have their seniority computed as though they had remained in an active duty status.
5. Letter carriers who are changed from a higher level position within the letter carrier craft to a lower level position in the letter carrier craft, whether voluntary or involuntary, shall not have their seniority broken.

E. Change in Which Seniority is Modified

When mutual exchanges are made between letter carriers from one installation to another, the carriers will retain their seniority or shall take the seniority of the other exchangee, whichever is the lesser.

F. Return From Any Position for Which Selection Was Based on Best Qualified

Effective July 21, 1978, when an employee, either voluntarily or involuntarily returns to the letter carrier craft at the same installation, seniority shall be established after reassignment as the seniority the employee had when leaving the letter carrier craft without seniority credit for service outside the craft.

G. Changes in Which a New Period of Seniority is Begun:

1. When an employee from another agency transfers to the letter carrier craft.
2. Except as otherwise provided in this Agreement, when an employee from another USPS craft is reassigned voluntarily or involuntarily to the letter carrier craft.

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3. When a letter carrier transfers from one postal installation to another at the carrier's own request (except as provided in Section E of this Article).
4. Any former employee of the U.S. Postal Service entering the letter carrier craft by re-employment or reinstatement shall begin a new period of seniority, except as provided in D-1 and D-4 above.
5. Any surplus employees from non-mail processing and non-mail delivery installations, regional offices or the United States Postal Service Headquarters, begin a new period of seniority effective the date of reassignment.

Section 3. Miscellaneous Provisions

- A. The carrier may use stools while casing mail and performing other office duties, provided the use of such stools does not interfere with or affect efficiency and standard job performance.
- B. The Employer will not assess or hold a carrier responsible for incorrect fees collected on mail improperly rated prior to being distributed to the carrier, who is expected to exercise reasonable care and judgment in the matter.
- C. The Employer will not assess or hold a carrier responsible for faulty checks accepted in payment for postal fees or postal charges provided the carrier follows regulations governing the acceptance of checks.
- D. The USPS may initiate the T-6 program in those offices in which the program has not been implemented. In such cases, the Union will be notified.
- E. When the Employee requires the use of certain supply items for the proper performance of a carrier's functions, such items will be supplied by the Employer.
- F. A newly appointed carrier or a carrier permanently assigned to a route with which the carrier is not familiar will be allowed a reasonable period to become familiar with the route and to become proficient.
- G. The Employer will advise a carrier who has properly submitted a Carrier Auxiliary Control Form 3996 of the disposition of the request promptly after review of the circumstances at the time. Upon request, a duplicate copy of the completed Form 3996 and Form 1571, Report of Undelivered Mail, etc., will be provided the carrier.
- H. The Postal Service recognizes that representatives of the NALC should be permitted to use available telephones. Accordingly, the Employer at the local level shall establish a reasonable policy regarding the use of telephones by authorized Union officials and stewards for calls relating to the administration of the

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- National Agreement. The policy will be made known to the President of the NALC Branch:
- I. Carriers shall not finger mail when driving, or when walking up or down steps or curbs, when crossing streets, or at any time it would create a safety hazard to the carriers or the public. Consistent with the efficiency of the operation, mail shall be placed in delivery sequence in a bundle(s) during strapping out. The Employer shall not be required to conduct a special count or route inspection as a result of this Agreement.
 - J. The Employer agrees that, except in matters where there is reasonable cause to suspect criminal activity, postal management or inspectors shall not inspect lockers unless the employee or a Union representative has been given the opportunity to be present. For a general inspection, in which a number of lockers are to be inspected, where employees have had prior notification of at least a week, the above is not applicable.
 - K. Supervisors shall not require, nor permit, employees to work off the clock.
 - L. In the interest of safety and health and other appropriate considerations, representatives designated by the NALC will be given an opportunity to examine, comment and to submit recommendations on new vehicle specifications during their development and before the specifications are transmitted to potential contractors, before manufacturing and upon completion of vehicles.
 - M. The NALC will be informed concerning changes in existing regulations relating to the duties and functions of city letter carriers. Further, it is agreed that when changes of a substantive nature are made they will only be made in accordance with the contractual obligations already binding upon the parties under Article XXXIV, "Work and/or Time Standards".
 - N. Letter carriers may cross lawns while making deliveries if customers do not object and there are no particular hazards to the carrier.
 - O. The following provision **without modification** shall be made a part of a local agreement when requested by the local branch of the NALC during the period of local implementation; **provided, however, that the local branch may on a one-time basis during the life of this Agreement elect to delete the provision from its local agreement:**

"When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that unit

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held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article."

That provision may, at the local NALC Branch's request during local implementation, be made applicable (including the right to delete it) to selected delivery units within an installation. For purposes of applying that provision, a delivery unit shall be a postal station, branch or ZIP code area. Any letter carrier in a higher level craft position who loses his/her duty assignment due solely to the implementation of that provision shall be entitled to the protected salary rate provisions (Article IX, Section 6) of this Agreement.

P. The Employer shall promptly notify the local Union President of any job-related vehicle accidents involving city letter carriers.

Q. The Employer agrees to continue efforts to improve the comfort and temperature level in postal vehicles.

R. A seasonal route is a route on which the weekly hours of required service are substantially increased as a result of an increase in the number of customers served during a specific period each year. These routes are generally located in resort or vacation areas. The following steps will be taken in regard to the service of those routes during the abnormal period or periods:

(a) The duration of the seasonal periods shall be determined by management after discussion with the local Union.

(b) During those periods, auxiliary assistance if requested shall be provided to the maximum extent possible.

S. City letter carrier mail counts and route inspections and adjustments shall be conducted in accordance with Methods Handbook M-39, Management of Delivery Services, as modified by the parties' Memorandum of Understanding dated July 21, 1978.

Section 4. City Carrier Transportation (Driveout) Agreements

It is agreed by and between the United States Postal Service 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.

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 or carrying passengers or relays

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without the carrier's consent. A written authorization (Form 1311) shall be executed by the installation head in every instance, with a copy of said authorization to be retained by the installation head and the carrier. Carriers shall not drive their cars to and from the route for their own personal convenience.

2. Reimbursement to a carrier who provides a vehicle shall be determined locally by written agreement between the carrier and installation head 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 themselves, passengers and mail to and from the assigned routes shall be reimbursed on a mileage-zone basis as follows:

a. For transportation of carrier and carry-out swing from delivery unit to beginning of route when distance is ½ mile or more or from end of route if route begins less than, but ends more than ½ mile from delivery unit.

REIMBURSEMENT RATES

Mileage	Daily rate
0.5 to 1.0	\$1.25
1.1 to 1.5	\$1.35
1.6 to 2.0	\$1.45
2.1 to 3.0	\$1.55
3.1 to 4.0	\$1.70
4.1 to 5.0	\$1.95
over 5	\$2.00 plus 15¢ per each additional mile (one way) over five miles to beginning of route.

An additional increase of 5¢ will be added to each of the above mileage reimbursement rates effective July 21 in each subsequent year of this National Agreement.

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- b. When carriers use their vehicles as transportation for distances of more than ½ mile between segments of a route or routes, they will be reimbursed **fifty cents** for each such movement.
 - c. **Fifty cents** for each mail relay carried, up to a maximum of **\$2.50** daily.
 - d. **Fifty cents** per authorized ride for each carrier or supervisory passenger.
 - e. **Twenty-five cents** for each **article** transported larger than the size required to be delivered by foot letter carriers (2 lbs.).
 - f. Part-time flexibles providing auxiliary assistance on one or more routes shall be paid at mileage-zone rates indicated above for the first route served, plus **fifty cents** for each additional authorized move of ½ mile or more.
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.

Section 5. National Joint City Delivery Committee

There will be established at the national level a Joint City Delivery Committee. The Committee will be comprised of representatives of the Employer and five Union representatives appointed by the President of the NALC and will meet for the purpose of advising on problems affecting city delivery service and to present suggested changes and improvements in operating procedures. Such meetings will be held semi-annually at Postal Service Headquarters.

Agenda items shall be exchanged 15 working days in advance of the scheduled meeting, and written minutes shall be kept of all such Committee meetings. The City Delivery Committee shall receive notice of any proposed changes in any instructional booklet regarding the mail count and route inspection and adjustment system. Recommendations of the NALC representatives will be considered and may be adopted by mutual agreement of the Committee provided they are not in conflict with the National Agreement.

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**ARTICLE XLII
MAIL HANDLERS CRAFT**

- Section 1. Seniority**
- Section 2. Posting**
- Section 3. Definition of a Section**
- Section 4. Implementation of the Leave Program**
- Section 5. Transfer Request**
- Section 6. Local Policy on Telephones**
- Section 7. Parking**
- Section 8. Labor-Management Committee Meetings**
- Section 9. Holidays**
- Section 10. Mail Handler Watchmen**
- Section 11. Local Implementation Format**
- Section 12. Memorandum of Understanding**
- Section 13. Inspection of lockers**
- Section 14. Local Distribution of Personnel Action Roster Notices**
- Section 15. Fatigue**
- Section 16. Rate Protection Retention**

Section 1.—Seniority

A. Introduction

1. The United States Postal Service and the National Post Office Mail Handlers, Watchmen, Messengers & Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions, and practices.
2. This Article will continue relative seniority standings properly established under past principles, rules, and instructions and this Article shall be so applied. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule, or practice in support of the request.

B. Coverage

These rules apply to full-time and part-time fixed schedule employees. No employee, solely by reason of this Section shall be displaced from an assignment which the employee gained in accord with former rules.

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C. Responsibility

The installation head is responsible for the day-to-day administration of seniority. Installation heads will post a seniority list of mail handlers on all official bulletin boards for that installation. The seniority list shall be corrected and brought up to date quarterly.

D. Definitions

1. Craft Group

A craft group is composed of those positions for which the Union has secured exclusive recognition at the national level.

2. Seniority Standing

- a. Seniority for full-time employees is computed from the date of appointment in the craft and continues to accrue so long as service in the craft (regardless of level) and installation is uninterrupted, except as otherwise provided herein.
- b. Seniority for part-time fixed schedule employees is computed from date of appointment in this category of the work force and continues to accrue so long as service in the craft and category and installation is uninterrupted

3. Duty Assignment

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

4. Preferred Duty Assignments

A preferred duty assignment is any assignment preferred by a full-time employee or a part-time fixed schedule employee within the employee's category.

5. Bid

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

6. Application

A written request by a full-time employee or part-time fixed schedule employee within the employee's respective category

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for consideration for an assignment for which the employee is not entitled to submit a bid.

E. Relative Standing of Part-Time Flexibles

Part-time flexible employees are placed on a part-time flexible roster in the order of the date of their appointment. When changing such employees to full-time, they shall be taken in the order of their standing on the part-time flexible roster. These employees do not have seniority rights; however, their relative length of service shall be used for vacation scheduling and for purposes of conversion to full-time status.

F. 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 the employee's request:

- a. From one postal installation to another **except as provided in Section 1.G.7.;**
- b. From one craft to another.

2. Upon reinstatement or reemployment.

3. Upon transfer into the Postal Service.

G. 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 the employee's resignation and furnished satisfactory evidence for inclusion in the employee's 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 salary level, from which originally separated; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from the Bureau of Retirement Insurance and Occupational Health, 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

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- part-time flexible roster, standing on the roster 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 the employee would have if not separated.
 3. When an employee changes from another craft to mail handler, (voluntarily or involuntarily) the employee will begin a new period of seniority.
 4. Reassignment and Return in 90 Days. A mail handler who is voluntarily reassigned to another craft in the same installation with or without a change in PS salary level and who is subsequently voluntarily reassigned within 90 days back to the mail handler craft shall regain the seniority previously acquired as a mail handler augmented by the intervening employment.
 5. Failure to Meet Qualification Standards. When an employee is returned to the mail handler craft for not being able to meet the qualification standards for a job, the employee shall regain former mail handler seniority.
 6. Any mail handler involuntarily moving from one postal installation to another postal installation shall have seniority established as of the employee's time in the Mail Handler Craft.
 7. Any full-time mail handler voluntarily moving from one postal installation to another postal installation shall have seniority established one day junior to the seniority of the junior full-time employee.

H. All positions presently in the mail handler craft, including higher-level positions, shall be filled by the senior qualified bidder meeting the qualification standards for the position, except that those positions which are presently designated best qualified shall be filled by the best qualified applicant.

1. Key and Standard Positions Assigned to the Mail Handler Craft

a. Key Position

Mail Handler, PS 4, KP 8

b. Standard Positions

Group Leader Mail Handler, PS 5, SP1-33
Label Printing Technician, PS 5, SP2-578
Label Machine Operator, PS 4, SP2-579
***Laborer, Materials Handling, PS 3, SP1-11**

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Mail Equipment Handler, PS 4, SP2-247
Mail Handler Technician, PS 5, SP2-498
Mail Processing Machine Operator, PS 5, SP2-354
Mail Processing Machine Operator, PS 5, SP2-470
Packer-Shipper, PS 4, SP2-581
Sack Sorting Machine Operator, PS 4, SP2-367
Sack Sorting Machine Operator, PS 5, SP2-438
Typist-Label Printing, PS 4, SP2-580
Watchmen, PS 4, SP2-216
Computer Print Line Production Operator, PS 5, SP2-632
Mail Rewrapper, PS 4, SP2-9
***When the "Laborer, Materials Handling" position is authorized for the post office branch, it is delegated to the Mail Handler craft. When authorized for the Maintenance Branch, it is assigned to the Maintenance Craft.**

2. Individual Positions Assigned To The Mail Handler Craft. **Group Leader Mail Handlers, PS 6, IP248-7, 2315-02 Group Leader Sack Sorter Machine Operator, PS 6, IP25-11-1, 2315-28 Mail Handler Leadman, PS 5, IP32-12-1, 2315-80**
3. All Mail Handler employees of Level PS-5 may bid for the position of Examination Specialist SP2-188.

I. Filling Positions Reevaluated as One of the Positions Reserved for Bidding by PS-4's,5's, and PS-6's

1. When an occupied level 4 or 5 position is upgraded on the basis of the present duties:
 - a. The incumbent will remain in the upgraded job provided the incumbent has been in that job for more than one year.
 - b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job for more than one year.
2. When an occupied level 4 or 5 position is upgraded on the basis of duties which are added to the position:
 - a. The incumbent will remain in the upgraded job provided the incumbent has been in that job for more than one year. The year of required incumbency in the job begins when the employee first begins working the assignment.
 - b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job in accordance with I2a, above.

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3. When management places automatic equipment in an office and an employee is assigned to operate the equipment, the time the employee spends on this job before it is ranked and established shall be counted as incumbency in the position for the purpose of being upgraded or assigned.

Section 2. Posting

A. In the mail handler craft, vacant craft duty assignments will be posted for bid as follows:

1. Full-time and part-time fixed scheduled employees will only bid for vacant assignments within their own category.
2. Full-time employees may apply for residual vacancies in the part-time fixed schedule category, and selection from such applicants shall be based on senior employee meeting the qualification standards.
3. All vacant or newly established craft duty assignments shall be posted for employees eligible to bid within 10 days after a determination has been made that the position is not to be reverted. If a vacant duty assignment has not been posted within 30 days, the installation head or the installation head's designee shall advise the Union in writing, the reasons the positions are being withheld and the anticipated length of time such positions will remain vacant. If the vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reasons therefor.
4. When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, the affected assignment(s) shall be reposted. The change in work days shall not be effected until the job has been posted.
5. The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause the duty assignment to be reposted shall be subject to local negotiations in accordance with the local implementation provisions of the National Agreement.
6. No assignment will be posted because of change in starting time unless the change exceeds an hour. Any change in starting time that exceeds one (1) hour shall be posted for bid, except when there is a permanent change in starting time of more than one hour the incumbent shall have the option to accept such new reporting time. If the incumbent does not accept the new reporting time, the assignment will be posted for bid.
7. Change in duty assignment, as specified below, will require reposting:

Art. XLII, 2

- a. A 50% change in duties (actual duties performed).
 - b. A change in principal assignment area which requires reporting to a different physical location; i.e., station, branch, facility annex, etc., except the incumbent shall have the option to accept the new assignment.
8. Vacant full-time mail handler assignments shall be posted for a period of ten (10) days.
 9. The installation head shall establish a method for handling multiple bidding on duty assignments which are simultaneously posted.
 10. An employee may withdraw a bid on a posted assignment, if the withdrawal request is received in writing prior to the closing date of the posting.
 11. An unassigned full-time employee may bid on full-time duty assignments posted for bid by employees in the mail handler craft. Any unassigned full-time employee may be assigned to any vacant duty assignment. Such employee shall be given a choice if more than one vacant assignment is available. Part-time fixed scheduled employees shall be treated similarly within their own category.

B. Place of Posting

Bids for a craft assignment shall be posted on all official bulletin boards at the installation where the vacancy exists including stations, branches and sections. Copies of the notice shall be given to the designated agent of the Union. When an absent employee has so requested in writing, stating the employee's mailing address, a copy of any notice inviting bids shall be mailed to the employee by the installation head. Posting and bidding for preferred duty assignments shall be installation-wide unless otherwise specified by local agreement.

C. Information on Bids

Bids shall include:

1. The duty assignment (as defined in Section 1, Seniority, D3, if applicable) by position title and number; e.g., key, standard, or individual position.
2. PS salary level and craft.
3. Hours of duty (beginning, ending).
4. The principal assignment area; e.g., section and/or location of activity.
5. Qualification standards and occupational code number.

Art. XLII, 3

6. *Physical requirement(s)* unusual to the specific assignment (heavy lifting, etc).
7. Invitation to employees to submit bids.
8. **The fixed schedule of days of work.**

D. Successful Bidder

1. Within 10 days after the closing date of the posting (including December), the installation head shall post a notice stating the successful bidder and the bidder's seniority date. The senior qualified bidder meeting the qualification standards established for that position shall be designated the "successful bidder".
2. The successful bidder must be placed in the new assignment within 15 days except in the month of December.
3. Normally, an employee shall work the duty assignment for which the employee has been designated the successful bidder. However, when an employee is moved off the employee's duty assignment, the employee shall not be replaced by another employee. For temporary reassignments not covered by Article XXV or Appendix A, the movement of people outside the bid assignment area will be as follows:
 - a. casuals and public policy employees;
 - b. employees from other crafts;
 - c. part-time flexible employees;
 - d. full-time regular mail handler employees;
 - e. The order of movement of full-time regular mail handler employees in d. above shall be a subject for *local negotiations*; however, if an agreement is not reached at the local level, the matter will be referred to the General Manager, Regional Labor Relations and the Regional Director, Mail Handlers Union for settlement.
4. No employee shall be allowed to displace or "bump" another employee properly holding a position or duty assignment.

Section 3. Definition of a Section.

The Employer and the Union shall define sections in accordance with the local implementation provision of the National Agreement. Such definition will be *confined* to one or more of the following:

- a. pay location;
- b. by floor;
- c. tour;
- d. job within an area;
- e. type of work;

Art. XLII, 5

- f. by branches or stations;
- g. *the entire installation*;
- h. incoming;
- i. **outgoing.**

Section 4. Implementation of the Leave Program

- A. If, at the end of the local implementation period provided for in the National Agreement, the local parties have not reached agreement on the length of the choice vacation period, the mail handler choice vacation period will be 23 consecutive weeks commencing on the last Saturday in April, unless the local parties agree to another starting date. The 23 weeks shall include military leave and union leave for conventions and conferences. The method of selecting vacations shall be determined locally.
- B. The vacation sign-up list, after the initial sign-up period, shall be maintained at a location accessible to mail handlers.
- C. After initial sign-up period is completed and vacant weeks still exist on the vacation sign-up list, requests for any of these vacant weeks shall be handled as follows:
 1. The installation head will honor all requests for vacant weeks which are submitted seven (7) days in advance of the leave period.
 2. The installation head will make every effort to grant requests for vacant weeks submitted less than seven (7) days in advance of the leave period.
- D. The installation head's policy in handling requests for emergency leave shall be made known to all mail handlers and the Union. The installation head will consider each such request on the merits of the individual situation. The installation head shall post on the bulletin board the appropriate phone number to call by tours when an emergency arises.

Section 5. Transfer Request.

Prior to hiring mail handlers, installation heads will consider requests for transfers submitted by mail handlers from other installations.

Providing a written request for a voluntary transfer has been submitted, a written acknowledgment shall be given in a timely manner.

An employee whose transfer is approved will be allowed to use up to five (5) days of annual leave or five (5) days leave without pay for purpose of transferring.

Art. XLII, 6

Section 6. Local Policy on Telephones.

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

Section 7. Parking

Where there are bargaining unit parking spaces set aside for mail handler employees, one such parking space shall be assigned to the designated agent of the Mail Handler Union. When new installations are built, and bargaining unit parking spaces are to be allocated, one such parking space will be assigned to the designated agent of the Mail Handler Union. This provision is not intended to eliminate any parking space previously acquired by the designated agent of the Mail Handler Union through local negotiations.

Section 8. Labor-Management Committee Meetings

- A. Subject to the provisions of the National Agreement concerning Labor-Management Committee meetings, local labor-management committee meetings may be joint, with other Unions, or separate.
- B. Provided agenda items are submitted, Mail Handler Labor-Management Committee meetings shall be scheduled in all offices in accordance with the following criteria:
1. In offices with a total complement of 300 employees or more, meetings will be held once a month. Complement is defined in this Section as the total number of employees currently on the rolls in the installation;
 2. In offices with a complement of 100 to 299 employees, meetings will be held bi-monthly; and
 3. In offices of less than 100 employees, meetings will be held quarterly.
- C. Agenda items will be exchanged at least 72 hours prior to such meetings. Meetings shall be held at a time and date convenient to both parties. Where agenda items do not warrant a regularly scheduled meeting, discussions may take place by mutual agreement in lieu thereof.
- D. The policies to be established by management for the Christmas operation will be a subject of discussion at a timely regularly scheduled Labor-Management Committee meeting.

Art. XLII, 11

- E. Minutes of Mail Handler Local Labor-Management Committee meetings may be taken by each party.

Section 9. Holidays

Subject to the provisions of the National Agreement, the Employer will determine the number and categories of employees needed for holiday work. Within these categories, the Employer will select volunteers by seniority. If there are not sufficient volunteers, inverse seniority will be used to select employees to work on the holiday.

Section 10. Mail Handler Watchmen

In offices which have mail handler watchmen and it is planned to convert to a Security Force under the jurisdiction of the Inspection Service, consideration will be given for employment as a Security Force guard to those watchmen meeting the qualifications of a Security Force guard prior to hiring from outside the Postal Service. A mail handler watchmen selected for training in the Security Force shall have a retreat right to the mail handler craft during such training period. Return to the craft during this period shall be without loss of seniority, and the employee shall be treated in accordance with the posting and reassignment provisions of this Agreement. All other mail handler watchmen, whose positions are abolished, shall also be treated in accordance with the seniority, posting and reassignment provisions of this Agreement.

Section 11. Local Implementation Format

Subject to the local implementation provisions of the National Agreement, at the conclusion of the local negotiation period, the management representative and the Union representative will sign a local memorandum of understanding for those items on which agreement has been reached. Any items which remain in dispute and which are subsequently resolved in accordance with the local implementation provisions of the National Agreement will be incorporated as an addendum to the local memorandum of understanding. The format for the mail handler local memorandum shall be as follows: This Memorandum of Understanding is entered into on _____, 19____, at _____, between the representatives of the United States Postal Service, and the designated agent of the National Post Office Mail Handlers, Watchmen, Messengers, and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 1978 National Agreement.

Art. XLII, 12

This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

Section 12. Memorandum of Understanding

The National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, and the United States Postal Service agree that language agreed to by the parties in Article XLII for inclusion in the 1978 National Agreement shall not be referred to by either party in an attempt to verify or justify jurisdictional claims. It is further agreed that all disagreement concerning jurisdictional claims shall be referred to the national level Jurisdiction Committee.

Section 13. Inspection of lockers

The Employer agrees that, except in matters where there is reasonable cause to suspect criminal activity, a steward or the employee shall be given the opportunity to be present at any inspection of employees' lockers. For a general inspection where employees have had prior notification of at least a week, the above is not applicable.

Section 14. Local Distribution of Personnel Action Roster Notices.

Copies of information bulletins, which contain notification of personnel changes and are currently posted on post office bulletin boards, will be given to the Mail Handler's Union on a regular basis.

Section 15. Fatigue

The subject of fatigue as it relates to the safety and health of mail handler employees is a proper subject for discussion at local Joint Labor-Management Safety and Health Committee meetings.

Section 16. Rate Protection Retention.

An employee shall not lose rate protection by bidding on preferred duty assignments in the position and level assigned.

Art. XLIV

ARTICLE XLIII

ENERGY SHORTAGES

In the event of an energy crisis, the Employer shall make every reasonable attempt to secure a high priority from the appropriate Federal agency to obtain the fuel necessary for the satisfactory maintenance of postal operations. In such a case, or in the event of any serious widespread energy shortage, the Employer and the Unions shall meet and discuss the problems and proposed solutions through the Labor-Management Committee provided in Article XVII.

ARTICLE XLIV

SEPARABILITY AND DURATION

Section 1. Should any part of this Agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement, and they shall remain in full force and effect.

Section 2. This Agreement shall be effective July 21, 1978 and shall remain in full force and effect to and including 12 midnight July 20, 1981, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than 90 or more than 120 days before the expiration date of the Agreement.

MEMORANDUM OF UNDERSTANDING

Between

United States Postal Service

and

American Postal Workers Union, AFL-CIO

National Association of Letter Carriers, AFL-CIO

**National Post Office Mail Handlers, Watchmen, Messengers and
Group Leaders Division of the Laborers' International Union of
North America, AFL-CIO**

The parties hereby commit themselves to the maximization of full-time employees in all installations. Therefore, they agree to establish a National Joint Committee on Maximization. That Committee shall, during the first year of the 1978 National Agreement, develop criteria applicable by craft for the establishment of additional full-time duty assignments with either regular or flexible schedules. To this end, the Committee shall develop both an approach to combining part-time flexible work hours into full-time duty assignments and a method for determining scheduling needs compatible with the creation of the maximum possible number of such assignments.

Date: September 15, 1978

MEMORANDUM OF UNDERSTANDING

BETWEEN THE U.S. POSTAL SERVICE AND THE

AMERICAN POSTAL WORKERS UNION, AFL-CIO NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO NATIONAL POST OFFICE MAIL HANDLERS, WATCHMEN, MESSENGERS AND GROUP LEADERS DIVISION OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO

The American Postal Workers Union, AFL-CIO, the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of Laborers' International Union of North America, AFL-CIO, the National Association of Letter Carriers, AFL-CIO, and the United States Postal Service, recognize that disputes exist among the parties relating to the crafts to which various duties performed by employees represented by the Unions have been assigned. In order to resolve such disputes the parties agree that a standing national level Committee on Jurisdiction, comprised of representatives of each party, shall be established to identify and resolve such current and any future jurisdictional disputes. (Current disputes include, but are not limited to, cases subject to the December 14, 1973 Agreement between the American Postal Workers Union, AFL-CIO, the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of Laborers' International Union of North America, AFL-CIO, and the United States Postal Service.) Each Union may submit to the Committee a written description of the scope of the duties it believes are properly assignable to employees it represents. The Committee shall meet to identify those duties over which no dispute as to jurisdiction exists, and to resolve conflicting claims of jurisdiction over duties made by any of the parties.

Any member of the Committee may identify a disputed assignment and request consideration of such assignment by the Committee. Those members of the Committee representing the Postal Service and those Unions which claim jurisdiction over a disputed work assignment shall participate in the Committee's discussions involving the dispute. Representatives of those Unions not making claims of jurisdiction shall not participate in the deliberations of the Committee. In resolving disputed assignments, the Committee shall consider, among other relevant factors, the following:

1. existing work assignment practices;
2. manpower costs;

3. avoidance of duplication of effort and "make work" assignments;
4. effective utilization of manpower, including the Postal Service's need to assign employees across craft lines on a temporary basis;
5. the integral nature of all duties which comprise a normal duty assignment;
6. the contractual and legal obligations and requirements of the parties.

Modifications of craft jurisdiction on the national level, including revisions of existing position descriptions and existing local craft assignments of work will be changed by the Employer upon agreement of those members of the Committee participating in the resolution of the dispute. Determinations made by the Committee where all parties participating agree shall be binding on all parties to this Memorandum.

In the event that a dispute is not resolved by the Committee within 180 days after the date it is first considered by the Committee, any of the Unions claiming jurisdiction over the duties may, within 15 days thereafter, request that the dispute be arbitrated under the provisions of Article XV of the National Agreement. Failure to make such a timely request shall constitute a waiver of the claim. All parties to this Memorandum may participate in the arbitration and all parties shall be bound by the arbitrator's award whether or not they participated in the arbitration proceeding. The arbitrator's award shall be final and binding.

This Memorandum of Understanding does not apply to craft assignment of new positions subject to the provisions of Article I, Section 5.

Date: September 15, 1978

September 15, 1978

FINAL RESOLUTION

In the Matter between:

UNITED STATES POSTAL SERVICE

-and-

AMERICAN POSTAL WORKERS UNION, AFL-CIO

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

**NATIONAL POST OFFICE MAIL HANDLERS, WATCHMEN,
MESSENGERS AND GROUP LEADERS DIVISION OF THE
LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO**

On August 28, 1978, the above parties entered into the following Agreement:

The parties hereto agree to resolve their dispute over the terms of their collective bargaining agreement as follows:

The Director of the Federal Mediation and Conciliation Service will appoint an individual who will mediate the dispute between the parties. The parties will thereafter diligently cooperate with this individual to resolve the dispute. However, if no agreement is reached as to the terms of Articles 6 and 9 of the tentative agreement of July 21, 1978, then the individual appointed shall issue a decision only on those remaining unresolved issues with respect to the terms of Articles 6 and 9 of the tentative agreement within 15 days of the date the mediation commences. The terms of all other articles of the tentative agreement reached on July 21, 1978, shall be made a part of the final agreement of the parties or the final binding decision of the individual appointed. The appointed individual's decision shall be final and binding upon the parties.

The undersigned was appointed by the Director of the Federal Mediation and Conciliation Service pursuant to the terms of this Agreement. He began his task on Friday, September 1, and, in full compliance with the terms of the Agreement, the parties cooperated diligently with the undersigned in an attempt to resolve the dispute within the 15-day period.

However, no agreement having been reached as to the terms of Articles VI and IX of the tentative agreement of July 21, 1978, the following final and binding decision is made with respect to those Articles:

ARTICLE VI

- (1) Each employee who is employed in the regular work force as of the date of this Award, September 15, 1978, shall be protected henceforth against any involuntary layoff or force reduction.

It is the intent of this provision to provide security to each such employee during his or her work lifetime.

Members of the regular work force, as defined in Article VII of the Agreement, include full-time regulars, part-time employees assigned to regular schedules and part-time employees assigned to flexible schedules.

- (2) Employees who become members of the regular work force after the date of this Award, September 15, 1978, shall be provided the same protection afforded under (1) above on completion of six years of continuous service and having worked in at least 20 pay periods during each of the six years.
- (3) With respect to employees hired into the regular work force after the date of this Award and who have not acquired the protection provided under (2) above, the Employer shall have the right to effect layoffs for lack of work or for other legitimate reasons. This right may be exercised in lieu of reassigning employees under the provisions of Article XII, except as such right may be modified by agreement or by final resolution pursuant to the provisions of (4) below. Should the exercise of the employer's right to lay off employees require the application of the provisions of Chapter 35 of Title 5, United States Code, employees covered by that Chapter with less than three years of continuous civilian federal service will be treated as "career conditional" employees.

The Employer's right as established in this Section shall be effective July 20, 1979.

- (4) The parties shall engage in good faith discussions to reach agreement, consistent with this decision and consistent with Chapter 35 of Title 5, United States Code, on further details as to the employees' and employer's rights and the rules and procedures to be followed in the implementation of Article VI. If, at the expiration of 90 days after the date of this decision, the parties have unresolved issues as to the employees' and employer's rights and the rules and procedures to be followed in the implementation of Article VI, then the undersigned shall have an additional 60 days thereafter within which to conduct such investigation of the remaining issues as he deems appropriate and issue a decision on such unresolved issues as to the employees' and employer's rights and the rules and procedures to be

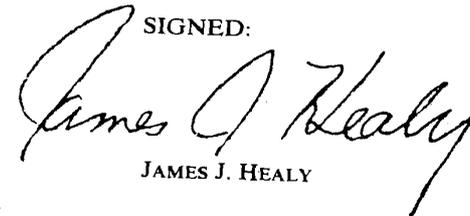
followed in the implementation of Article VI. The terms of any such agreement reached by the parties or any such supplemental decision of the undersigned shall become part of this decision and be final and binding upon the parties.

ARTICLE IX

- (1) Effective November 4, 1978, the current cost of living adjustment of \$1,518 per annum, with proportional application to hourly rate employees, will be added to basic annual salaries.
- (2) The Current Cost of Living Adjustment formula will be continued on an uncapped basis with the following modification:
- a) The "National Consumer Price Index for Urban and Clerical Workers—Revised" will be used.
 - b) The base Index will be the Consumer Price Index for the month of June 1978.
- (3) The basic annual salary, with proportional application to hourly rate employees, for all grades and steps for those employees covered under the terms and conditions of this Agreement shall be increased as follows:
- Effective July 21, 1978—\$500 per annum;
 - Effective July 21, 1979—3% per annum, applied to the basic annual salary in effect on July 20, 1979.
 - Effective July 21, 1980—\$500 per annum.
- (4) All other provisions of Article IX which were the subject of a tentative agreement on July 21, 1978, shall remain unchanged except as revision in language or figures is necessary to reflect the rulings in (1) through (3) above.

The terms of all other articles of the tentative agreement reached on July 21, 1978, are made a part of this final and binding decision.

SIGNED:



JAMES J. HEALY

Washington, D.C.
September 15, 1978

LETTER OF INTENT

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

J. CONWAY (S)
U.S. Postal Service

EMMET ANDREWS (S)
American Postal Workers
Union, AFL-CIO

J. JOSEPH VACCA (S)
National Association of
Letter Carriers, AFL-CIO

LONNIE L. JOHNSON (S)
National Post Office Mail
Handlers, Watchmen,
Messengers and *Group*
Laborers' International
Leaders Division of the
Union of North America,
AFL-CIO

July 16, 1978

MEMORANDUM OF UNDERSTANDING ARTICLE XV, 1978 NATIONAL AGREEMENT

It is hereby agreed by the United States Postal Service; the American Postal Workers Union, AFL-CIO; the National Association of Letter Carriers, AFL-CIO; National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, that the provisions of Article XV and the Memorandum of Understanding relating to Arbitration Panels as set forth in the 1978 National Agreement will become effective on February 1, 1979 instead of the previously agreed to date of January 21, 1979. Grievances initiated prior to February 1, 1979 will be processed, including arbitration, under the *Grievance-Arbitration Procedures* set forth under Article XV of the 1975 National Agreement.

This Memorandum of Understanding expires at 12 midnight, July 20, 1981.

JAMES C. GILDEA (S)
Assistant Postmaster General
Labor Relations Department

J. JOSEPH VACCA, (S)
PRESIDENT
National Association of
Letter Carriers, AFL-CIO

EMMET ANDREWS, (S)
GENERAL PRESIDENT
American Postal Workers
Union, AFL-CIO

LONNIE L. JOHNSON, (S)
NATIONAL DIRECTOR
National Post Office Mail
Handlers, Watchmen,
Messengers and Group
Leaders, AFL-CIO

September 28, 1978

**MEMORANDUM OF AGREEMENT
REVISION TO
ARTICLE XV 1978 NATIONAL AGREEMENT**

Pursuant to discussions between the parties concerning revisions to Article XV of the National Agreement, it is agreed that a National Panel of Arbitrators is established to hear all cases referred to the National Panel under Article XV, Section 4D. Members of the National Panel shall be selected by mutual agreement of the parties. In the event the parties cannot agree on individuals to serve on this Panel, or if subsequent vacancies occur and the parties cannot mutually agree on replacements, a list of five (5) arbitrators, all of whom are members of the National Academy of Arbitrators, will be supplied by the American Arbitration Association for each selection to be made.

The arbitrator shall then be selected by the alternate, striking of names from the list by the Employer and by the Unions collectively.

Members of the Regular Regional Panels shall be selected by mutual agreement of the parties. In the event the parties cannot agree on individuals to serve on these Panels, or if subsequent vacancies occur and the parties cannot agree on replacements, a list of five (5) arbitrators will be supplied by the American Arbitration Association for each selection to be made. The arbitrator shall then be selected by the alternate, striking of names from the list by the Employer and by the Unions collectively.

Members of the Expedited Arbitration Panels shall be selected by mutual agreement of the parties. In the event the parties cannot mutually agree on individuals to serve on these Panels, or if subsequent vacancies occur and the parties cannot agree on replacement, a list of five (5) arbitrators shall be requested from the Federal Mediation and Conciliation Service or the American Arbitration Association, as appropriate for the panel involved, for each selection to be made. The arbitrators on the requested list shall be from a geographic location consistent with the Expedited Panel for which the selection is to be made. The arbitrator shall then be selected by the alternate, striking

of names from the list by the Employer and by the Unions collectively.

The provisions of this Memorandum of Agreement shall become effective January 21, 1979.

Agreed to:

J. CONWAY (S)
U.S. Postal Service

EMMET ANDREWS, (S)
American Postal Workers
Union, AFL-CIO

J. JOSEPH VACCA (S)
National Association of
Letter Carriers, AFL-CIO

LONNIE L. JOHNSON (S)
National Post Office Mail
Handlers, Watchmen,
Messengers and Group
Leaders Division of the
Laborers' International
Union of North America,
AFL-CIO

**MEMORANDUM OF UNDERSTANDING
ARTICLE XXX, 1978 NATIONAL AGREEMENT**

It is hereby agreed by the United States Postal Service; the American Postal Workers Union, AFL-CIO; the National Association of Letter Carriers, AFL-CIO; and the National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO, that the following procedures will apply to the implementation of Article XXX during the 1978 local implementation period:

1. 1978 local implementation will commence on October 16, 1978, and terminate on November 14, 1978.
2. In the event that any issue(s) remain in dispute at the end of the thirty (30) day local implementation period, the parties shall jointly identify such issue(s) in writing. Initialed copies of this document and copies of all proposals and counter-proposals pertinent to the issue(s) in dispute will be furnished by the local Union to the Regional Director, E & LR, of the Employer with copies to the Postmaster and the Union's Regional Representative within fifteen (15) days of the expiration of the local implementation period. Inclusion of any matter in the written statement does not necessarily reflect the agreement of either of the parties that such matter is properly subject to local implementation.
3. The Regional Representatives of the Employer and the Union shall attempt to resolve the matters in dispute within seventy-five (75) days after the expiration of the local implementation period. The Regional Representatives of both the Union and the Employer will have full authority to resolve all issues still in dispute.
4. If the parties are unable to reach agreement at the Regional level by the end of the seventy-five (75) day period provided for above, the issue(s) may be appealed to final and binding arbitration by the National Union President within twenty-one (21) days of the end of the seventy-five (75) day period.
5. Where there is no agreement and the matter is not referred to the Regional level or to arbitration, the provision(s), if any, of the former Local Memorandum of Understanding shall apply unless inconsistent with or in conflict with the 1978 National Agreement.

LETTER OF INTENT

It is the understanding of the parties that effective within 90 days from the effective date of the 1978 National Agreement, the Employer will allow the following fixed credit tolerances:

<u>Amount of Stock</u>	<u>Tolerance</u>
\$1.00 to \$300.00	\$ 2.00
\$300.01 to \$1,000.00	\$10.00
\$1,000.01 to \$5,000.00	\$20.00
\$5,000.01 and above	\$40.00
When credit is being cancelled	\$ 0.00

J. CONWAY (S)
U.S. Postal Service

EMMET ANDREWS, (S)
American Postal Workers
Union, AFL-CIO

J. JOSEPH VACCA (S)
National Association of
Letter Carriers, AFL-CIO

LONNIE L. JOHNSON (S)
National Post Office Mail
Handlers, Watchmen,
Messengers and Group
Leaders Division of the
Laborers' International
Union of North America
AFL-CIO

July 15, 1978

6. Where a dispute exists as to whether an item in the former Local Memorandum of Understanding is inconsistent or in conflict with the 1978 National Agreement, such dispute will be processed in accordance with the procedures outlined in two (2) through four (4) above.

This Memorandum of Understanding expires at 12 midnight July 20, 1981.

JAMES C. GILDEA (S)

Assistant Postmaster General
Labor Relations Department

J. JOSEPH VACCA, (S)
PRESIDENT

National Association of
Letter Carriers, AFL-CIO

EMMET ANDREWS, (S)
GENERAL PRESIDENT

American Postal Workers
Union, AFL-CIO

LONNIE L. JOHNSON, (S)
NATIONAL DIRECTOR

National Post Office Mail
Handlers, Watchmen,
Messengers and Group
Leaders, AFL-CIO

September 28, 1978

LETTER OF INTENT

It is the intent of the parties that charges imposed by the Employer for information furnished pursuant to Article XXXI of the National Agreement will not be greater than charges imposed by the U. S. Postal Service for release of information under the Freedom of Information Act.

J. CONWAY (S)

U.S. Postal Service

EMMET ANDREWS, (S)

American Postal Workers
Union, AFL-CIO

J. JOSEPH VACCA (S)

National Association of
Letter Carriers, AFL-CIO

LONNIE L. JOHNSON (S)

National Post Office Mail
Handlers, Watchmen,
Messengers and Group
Laborers' International
Leaders Division of the
Union of North America,
AFL-CIO

July 16, 1978

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U. S. POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO
CLERK CRAFT**

1. The Employer agrees to establish the position of Clerk-Finance Station, Standard Position 2-20, PS-6, to be filled by the senior-qualified bidder in the clerk craft. At offices with 100 or more bargaining unit employees, this position will be authorized for Finance Stations where three or less full-time clerical employees are assigned. In Finance Stations where four or more full-time clerical employees are assigned, at least 30% direct supervision (on site) will normally be provided on a daily basis, and no PS-6 will be authorized.
2. Where an employee is currently assigned as a Window Services Technician, PS-6, or Special Postal Clerk, PS-6, in a Finance Station that satisfies the criteria, the employee will be converted to the position of Clerk-Finance Station, PS-6. If the Finance Station does not meet the criteria, the employee's current position shall be abolished and the employee reassigned in accordance with Appendix A.
3. If only one full-time PS-5 clerical employee is assigned to a Finance Station meeting the established criteria and he/she has more than one year in that assignment, the employee shall be promoted and placed in the position of Clerk-Finance Station. If the employee has not been in the full-time PS-5 position for more than one year, a PS-6 position shall be established and posted for bid in accordance with Article XXXVII of the National Agreement.
4. In Finance Stations where two or more full-time clerical employees are presently assigned and where the Finance Station meets the criteria outlined in paragraph 1 above, management will discuss the issue with the local union representative and determine if one of the clerks has performed the required duties for more than one year. If such a determination is made, the provision of paragraph 3 above will be followed; if not, the position established will be posted for bid in accordance with Article XXXVII of the National Agreement and filled on a senior-qualified basis.

5. The senior bidder identified in accordance with paragraphs 3 and 4 above will be given the appropriate training for the PS-6 position and the opportunity to qualify. If he/she fails to qualify, the next senior bidder will be given the opportunity to qualify.
6. In no instance shall more than one Clerk-Finance Station, PS-6, be authorized at a Finance Station. Also, the position of Window Services Technician, PS-6, and Special Postal Clerk, PS-6, shall not be authorized in Finance Stations.
7. The Postal Service agrees to establish and implement the new position by January 1, 1979. The Union agrees to withdraw all cases currently pending in the grievance/arbitration procedure covered by this Memorandum of Understanding. It is further understood that no employee in a particular Finance Station is entitled to "higher level pay" for performing the duties and functions of a Clerk-Finance Station until the Clerk-Finance Station position to be created as a result of the action has been established and filled in accordance with these conditions.

Date: July 20, 1978

WALTER E. CROWE (S)
Chief Spokesman, Clerk Craft
United States Postal Service

JOHN A. MORGEN (S)
Chief Spokesman, Clerk Craft
American Postal Workers
Union, AFL-CIO

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U. S. POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO
CLERK CRAFT**

The basic window clerk training program will be implemented in the following manner:

1. The program will be implemented not later than October 31, 1978, in all applicable offices. All senior bidders who meet the criteria for training will be placed in the training program.
2. Trainees will take the final examination at the end of the deferment period; however, the examination will not be used for qualification decisions until it has been properly validated.
3. Upon completion of the examination validation, the qualifying process will be put into effect after the Union has had the opportunity to review and evaluate the results of validation. Thereafter, the test will be used to denote successful completion of the training.
4. Any employee who leaves the training program for any reason will be returned to his/her former assignment.

Similar but abbreviated training programs will be developed for level 6 window positions and positions in small offices and implemented as in 1-4 above by January 1979.

The Self-Service Postal Unit Technician training and qualification programs will be implemented immediately using existing training and examination materials.

The training programs for Mailing Requirements Clerks, Mail Clerks and Bulk Mail Technicians have been implemented. Items 2-4 apply for these positions.

Date: July 20, 1978

WALTER E. CROWE (S)
Chief Spokesman, Clerk Craft
United States Postal Service

JOHN A. MORGEN (S)
Chief Spokesman, Clerk Craft
American Postal Workers
Union, AFL-CIO

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U. S. POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO**

1. The Postal Service agrees that within fifteen (15) days following ratification of the 1978 National Agreement:
 - a. The qualification rate for MPLSM operators shall be 98%.
 - b. The acceptable EDIT proficiency rate for the MPLSM operator shall be 95%.
 - c. For a period of forty-five (45) calendar days following successful completion of the multi-position letter sorting machine training program, EDIT results will be used to assist employees in making the adjustment to live mail conditions and not be made part of their permanent Individual Performance Record.
2. Within a reasonable period of time thereafter, all appropriate USPS manuals and handbooks will be amended to comport with the above.

Date: July 20, 1978

JAMES V. P. CONWAY (S)
United States Postal Service

EMMET ANDREWS (S)
American Postal Workers
Union, AFL-CIO

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(IN ALL SALARY SCHEDULES, BASIC SALARY IS THE SALARY CONSIDERED FOR RETIREMENT PURPOSES. IT DOES NOT INCLUDE COLA.)

PS LEVEL	POSTAL SERVICE SCHEDULE												STEP INCL.
	FULL-TIME ANNUAL RATES EFFECTIVE JULY 31, 1979 (8000)												
	1	2	3	4	5	6	7	8	9	10	11	12	
1	BASIC SALARY 11,004	11,177	11,350	11,523	11,696	11,869	12,042	12,215	12,388	12,561	12,734	12,907	173
	COLA	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	
	BASE SALARY	12,522	12,695	12,868	13,041	13,214	13,387	13,560	13,733	13,906	14,079	14,252	
2	BASIC SALARY 11,423	11,610	11,797	11,984	12,171	12,358	12,545	12,732	12,919	13,106	13,293	13,480	187
	COLA	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	
	BASE SALARY	12,941	13,128	13,315	13,502	13,689	13,876	14,063	14,250	14,437	14,624	14,811	
3	BASIC SALARY 11,874	12,078	12,280	12,482	12,684	12,886	13,088	13,290	13,492	13,694	13,896	14,098	202
	COLA	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	
	BASE SALARY	13,394	13,596	13,798	14,000	14,202	14,404	14,606	14,808	15,010	15,212	15,414	
4	BASIC SALARY 12,364	12,584	12,802	13,020	13,238	13,456	13,674	13,892	14,110	14,328	14,546	14,764	218
	COLA	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	
	BASE SALARY	13,884	14,102	14,320	14,538	14,756	14,974	15,192	15,410	15,628	15,846	16,064	
5	BASIC SALARY 12,898	13,133	13,368	13,603	13,838	14,073	14,308	14,543	14,778	15,013	15,248	15,483	235
	COLA	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	
	BASE SALARY	14,416	14,651	14,886	15,121	15,356	15,591	15,826	16,061	16,296	16,531	16,766	
6	BASIC SALARY 13,469	13,724	13,979	14,234	14,489	14,744	14,999	15,254	15,509	15,764	16,019	16,274	255
	COLA	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	
	BASE SALARY	14,987	15,242	15,497	15,752	16,007	16,262	16,517	16,772	17,027	17,282	17,537	
7	BASIC SALARY 14,088	14,364	14,640	14,916	15,192	15,468	15,744	16,020	16,296	16,572	16,848	17,124	275
	COLA	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	
	BASE SALARY	15,606	16,156	16,431	16,706	16,981	17,256	17,531	17,806	18,081	18,356	18,631	
8	BASIC SALARY 14,757	15,055	15,353	15,651	15,949	16,247	16,545	16,843	17,141	17,439	17,737	18,035	298
	COLA	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	
	BASE SALARY	16,275	16,573	16,871	17,169	17,467	17,765	18,063	18,361	18,659	18,957	19,255	
9	BASIC SALARY 15,481	15,803	16,125	16,447	16,769	17,091	17,413	17,735	18,057	18,379	18,701	19,023	322
	COLA	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	
	BASE SALARY	16,999	17,321	17,643	17,965	18,287	18,609	18,931	19,253	19,575	19,897	20,219	
10	BASIC SALARY 16,243	16,604	16,965	17,326	17,687	18,048	18,409	18,770	19,131	19,492	19,853	20,214	348
	COLA	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	
	BASE SALARY	17,761	18,100	18,457	18,805	19,153	19,501	19,849	20,197	20,545	20,893	21,241	
11	BASIC SALARY 17,400	17,786	18,172	18,558	18,944	19,330	19,716	20,102	20,488	20,874	21,260	21,646	386
	COLA	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	1,518	
	BASE SALARY	18,918	19,304	19,690	20,076	20,462	20,848	21,234	21,620	22,006	22,392	22,778	

POSTAL SERVICE SCHEDULE
FULL-TIME ANNUAL RATES EFFECTIVE NOVEMBER 4, 1978
Basic Salary Only (Excludes COLA)

PS LEVEL	1	2	3	4	5	6	7	8	9	10	11	12	STEP INCR.
1	12,522	12,695	12,868	13,041	13,214	13,387	13,560	13,733	13,906	14,079	14,252	14,425	173
2	12,941	13,128	13,315	13,502	13,689	13,876	14,063	14,250	14,437	14,624	14,811	14,998	187
3	13,394	13,596	13,798	14,000	14,202	14,404	14,606	14,808	15,010	15,212	15,414	15,616	202
4	13,884	14,102	14,320	14,538	14,756	14,974	15,192	15,410	15,628	15,846	16,064	16,282	218
5	14,416	14,651	14,886	15,121	15,356	15,591	15,826	16,061	16,296	16,531	16,766	17,001	235
6	14,987	15,242	15,497	15,752	16,007	16,262	16,517	16,772	17,027	17,282	17,537	17,792	255
7	15,606	15,881	16,156	16,431	16,706	16,981	17,256	17,531	17,806	18,081	18,356	18,631	275
8	16,275	16,573	16,871	17,169	17,467	17,765	18,063	18,361	18,659	18,957	19,255		298
9	16,999	17,321	17,643	17,965	18,287	18,609	18,931	19,253	19,575	19,897			322
10	17,761	18,109	18,457	18,805	19,153	19,501	19,849	20,197	20,545	20,893			348
11	18,918	19,304	19,690	20,076	20,462	20,848	21,234	21,620	22,006	22,392			386

POSTAL SERVICE SCHEDULE
HOURLY RATE REGULARS - EFFECTIVE JULY 21, 1978

PS LEVEL	STEPS	1	2	3	4	5	6	7	8	9	10	11	12
1	Basic Salary	5.29	5.37	5.46	5.54	5.62	5.71	5.79	5.87	5.96	6.04	6.12	6.21
	COLA	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73
	Base Salary	6.02	6.10	6.19	6.27	6.35	6.44	6.52	6.60	6.69	6.77	6.85	6.94
2	Basic Salary	5.49	5.58	5.67	5.76	5.85	5.94	6.03	6.12	6.21	6.30	6.39	6.48
	COLA	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73
	Base Salary	6.22	6.31	6.40	6.49	6.58	6.67	6.76	6.85	6.94	7.03	7.12	7.21
3	Basic Salary	5.71	5.81	5.90	6.00	6.10	6.20	6.29	6.39	6.49	6.58	6.68	6.78
	COLA	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73
	Base Salary	6.44	6.54	6.63	6.73	6.83	6.93	7.02	7.12	7.22	7.31	7.41	7.51
4	Basic Salary	5.95	6.05	6.15	6.26	6.36	6.47	6.57	6.68	6.78	6.89	6.99	7.10
	COLA	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73
	Base Salary	6.68	6.78	6.88	6.99	7.09	7.20	7.30	7.41	7.51	7.62	7.72	7.83
5	Basic Salary	6.20	6.31	6.43	6.54	6.65	6.77	6.88	6.99	7.10	7.22	7.33	7.44
	COLA	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73
	Base Salary	6.93	7.04	7.16	7.27	7.38	7.50	7.61	7.72	7.83	7.95	8.06	8.17
6	Basic Salary	6.48	6.60	6.72	6.84	6.97	7.09	7.21	7.33	7.46	7.58	7.70	7.82
	COLA	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73
	Base Salary	7.21	7.33	7.45	7.57	7.70	7.82	7.94	8.06	8.19	8.31	8.43	8.55
7	Basic Salary	6.77	6.91	7.04	7.17	7.30	7.43	7.57	7.70	7.83	7.96	8.10	8.23
	COLA	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73
	Base Salary	7.50	7.64	7.77	7.90	8.03	8.16	8.30	8.43	8.56	8.69	8.83	8.96
8	Basic Salary	7.09	7.24	7.38	7.52	7.67	7.81	7.95	8.10	8.24	8.38	8.53	
	COLA	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73
	Base Salary	7.82	7.97	8.11	8.25	8.40	8.54	8.68	8.83	8.97	9.11	9.26	
9	Basic Salary	7.44	7.60	7.75	7.91	8.06	8.22	8.37	8.53	8.68	8.84		
	COLA	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73
	Base Salary	8.17	8.33	8.48	8.64	8.79	8.95	9.10	9.26	9.41	9.57		
10	Basic Salary	7.91	7.98	8.14	8.31	8.48	8.65	8.81	8.98	9.15	9.31		
	COLA	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73
	Base Salary	8.54	8.71	8.87	9.04	9.21	9.38	9.54	9.71	9.88	10.04		
11	Basic Salary	8.37	8.55	8.74	8.92	9.11	9.29	9.48	9.66	9.85	10.04		
	COLA	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73	-.73
	Base Salary	9.10	9.28	9.47	9.65	9.84	10.02	10.21	10.39	10.58	10.77		

**POSTAL SERVICE SCHEDULE
HOURLY RATE REGULARS
EFFECTIVE NOVEMBER 4, 1978
Basic Salary Only (COLA Excluded)**

PS LEVEL	1	2	3	4	5	6	7	8	9	10	11	12
1	6.02	6.10	6.19	6.27	6.35	6.44	6.52	6.60	6.69	6.77	6.85	6.95
2	6.22	6.31	6.40	6.49	6.58	6.67	6.76	6.85	6.94	7.03	7.12	7.21
3	6.44	6.54	6.63	6.73	6.83	6.93	7.02	7.12	7.22	7.31	7.41	7.51
4	6.68	6.78	6.88	6.99	7.09	7.20	7.30	7.41	7.51	7.62	7.72	7.83
5	6.93	7.04	7.16	7.27	7.38	7.50	7.61	7.72	7.83	7.95	8.06	8.17
6	7.21	7.33	7.45	7.57	7.70	7.82	7.94	8.06	8.19	8.31	8.43	8.55
7	7.50	7.64	7.77	7.90	8.03	8.16	8.30	8.43	8.56	8.69	8.83	8.96
8	7.82	7.97	8.11	8.25	8.40	8.54	8.68	8.83	8.97	9.11	9.26	
9	8.17	8.33	8.48	8.64	8.79	8.95	9.10	9.26	9.41	9.57		
10	8.54	8.71	8.87	9.04	9.21	9.38	9.54	9.71	9.88	10.04		
11	9.10	9.28	9.47	9.65	9.84	10.02	10.21	10.39	10.58	10.77		

**POSTAL SERVICE SCHEDULE
FLEXIBLE EMPLOYEES - HOURLY RATE
EFFECTIVE JULY 21, 1978**

PS LEVEL	STEPS	1	2	3	4	5	6	7	8	9	10	11	12
1	Basic Salary	5.48	5.57	5.65	5.74	5.82	5.91	6.00	6.08	6.17	6.26	6.34	6.43
	COLA	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73
	Base Salary	6.21	6.30	6.38	6.47	6.55	6.64	6.73	6.81	6.90	6.99	7.07	7.16
2	Basic Salary	5.69	5.78	5.87	5.97	6.06	6.15	6.25	6.34	6.43	6.53	6.62	6.71
	COLA	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73
	Base Salary	6.42	6.51	6.60	6.70	6.79	6.88	6.98	7.07	7.16	7.26	7.35	7.44
3	Basic Salary	5.91	6.01	6.12	6.22	6.32	6.42	6.52	6.62	6.72	6.82	6.92	7.02
	COLA	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73
	Base Salary	6.64	6.74	6.85	6.95	7.05	7.15	7.25	7.35	7.45	7.55	7.65	7.75
4	Basic Salary	6.16	6.27	6.38	6.48	6.59	6.70	6.81	6.92	7.03	7.14	7.24	7.35
	COLA	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73
	Base Salary	6.89	7.00	7.11	7.21	7.32	7.43	7.54	7.65	7.76	7.87	7.97	8.08
5	Basic Salary	6.42	6.54	6.66	6.77	6.89	7.01	7.13	7.24	7.36	7.48	7.59	7.71
	COLA	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73
	Base Salary	7.15	7.27	7.39	7.50	7.62	7.74	7.86	7.97	8.09	8.21	8.32	8.44
6	Basic Salary	6.71	6.83	6.96	7.09	7.22	7.34	7.47	7.60	7.72	7.85	7.98	8.10
	COLA	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73
	Base Salary	7.44	7.56	7.69	7.82	7.95	8.07	8.20	8.33	8.45	8.58	8.71	8.83
7	Basic Salary	7.02	7.15	7.29	7.43	7.56	7.70	7.84	7.97	8.11	8.25	8.39	8.52
	COLA	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73
	Base Salary	7.75	7.88	8.02	8.16	8.29	8.43	8.57	8.70	8.84	8.98	9.12	9.25
8	Basic Salary	7.35	7.50	7.65	7.79	7.94	8.09	8.24	8.39	8.54	8.68	8.83	
	COLA	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	
	Base Salary	8.08	8.23	8.38	8.52	8.67	8.82	8.97	9.12	9.27	9.41	9.56	
9	Basic Salary	7.71	7.87	8.03	8.19	8.35	8.51	8.67	8.83	8.99	9.15		
	COLA	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	
	Base Salary	8.44	8.60	8.76	8.92	9.08	9.24	9.40	9.56	9.72	9.88		
10	Basic Salary	8.09	8.26	8.44	8.61	8.78	8.96	9.13	9.30	9.48	9.65		
	COLA	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	
	Base Salary	8.82	8.99	9.17	9.34	9.51	9.69	9.86	10.03	10.21	10.38		
11	Basic Salary	8.67	8.86	9.05	9.24	9.43	9.63	9.82	10.01	10.20	10.40		
	COLA	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	.73	
	Base Salary	9.40	9.59	9.78	9.97	10.16	10.36	10.55	10.74	10.93	11.12		

POSTAL SERVICE SCHEDULE
FLEXIBLE EMPLOYEES - HOURLY RATES
EFFECTIVE NOVEMBER 4, 1978
Basic Salary Only (COLA Excluded)

PS LEVEL	STEPS	1	2	3	4	5	6	7	8	9	10	11	12
1		6.24	6.32	6.41	6.49	6.58	6.67	6.75	6.84	6.93	7.01	7.10	7.18
2		6.44	6.54	6.63	6.72	6.82	6.91	7.00	7.10	7.19	7.28	7.38	7.47
3		6.67	6.77	6.87	6.97	7.07	7.17	7.27	7.37	7.48	7.58	7.68	7.78
4		6.91	7.02	7.13	7.24	7.35	7.46	7.57	7.67	7.78	7.89	8.00	8.11
5		7.18	7.30	7.41	7.53	7.65	7.76	7.88	8.00	8.12	8.23	8.35	8.47
6		7.46	7.59	7.72	7.84	7.97	8.10	8.23	8.35	8.48	8.61	8.73	8.86
7		7.77	7.91	8.05	8.18	8.32	8.46	8.59	8.73	8.87	9.00	9.14	9.28
8		8.11	8.25	8.40	8.55	8.70	8.85	9.00	9.14	9.29	9.44	9.59	
9		8.47	8.63	8.79	8.95	9.11	9.27	9.43	9.59	9.75	9.91		
10		8.85	9.02	9.19	9.37	9.54	9.71	9.88	10.06	10.23	10.40		
11		9.42	9.61	9.81	10.00	10.19	10.38	10.57	10.77	10.96	11.15		