AGREEMENT

Covering the

Human Resources Shared Services Center

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between

American Postal Workers Union, AFL-CIO

and

United States Postal Service

2024 - 2029

APWU

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PREAMBLE

This Agreement, referred to as the **2024** Human Resources Shared Service Center (HRSSC) Agreement, is entered into by and between the United States Postal Service (hereinafter referred to as the "Employer") and the American Postal Workers Union, AFL-CIO (hereinafter referred to as the "Union"). The terms of this Agreement are effective as of October 23, **2024**, unless otherwise provided. The term "day(s)" throughout this Agreement refers to calendar day(s) unless otherwise specified.

ARTICLE 1
UNION RECOGNITION

Section 1.01. Recognition

The Employer recognizes the Union as the exclusive collective bargaining representative of all Career Specialists employed by the Employer at its facility located in Greensboro, North Carolina, for whom it has been certified as the exclusive representative by the National Labor Relations Board.

Should the bargaining unit relocate to a different facility at which it retains its separate identity, the contract shall continue to apply to the bargaining unit, consistent with the National Labor Relations Act.

Section 1.02. Exclusions

This Agreement does not apply to:

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

Section 1.03. Bargaining Unit Work Prohibition

EAS management personnel are generally prohibited from performing Human Resources Shared Service Center Career Specialist work. However, the parties recognize that the unit has and will continue to function as a collaborative team to ensure the success of the facility's mission. They, therefore, acknowledge that bargaining unit work may be performed by EAS management personnel:

A. Where necessary in order to meet the Center's mission;
B. For the purposes of training or instruction of employees;
C. To ensure the proper operation of equipment;
D. To protect the safety of employees; or
E. To protect the property of the Employer.

ARTICLE 2
NON-DISCRIMINATION AND CIVIL RIGHTS

Section 2.01. Non-Discrimination

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

Section 2.02. Sexual Harassment

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

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

Section 2.03. Grievances

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

ARTICLE 3
MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, the Employer retains and reserves the exclusive right to manage its operations and direct the work force and all inherent managerial rights, prerogatives, and functions. Such rights include but are not limited to the following:

A. To determine the size and composition of the work force, to subcontract work or to reduce the work force, and lay off employees of the Employer in the performance of official duties;

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

C. To take all actions necessary to maintain the efficiency of the operations entrusted to it, including the right to test or introduce new technologies, equipment, or work methods;

D. To determine the methods, means, and personnel by which such operations are to be conducted; to set, change, and enforce reasonable productivity expectations; to make, alter, change, modify, and enforce reasonable work rules and standards; and

E. To take whatever other reasonable measures the Employer may determine necessary to the orderly, efficient or economical operation of its business, including 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 4
TECHNOLOGICAL AND MECHANIZATION CHANGES

Section 4.01. Advance Notice

The Union will be informed at the national level as far in advance as practicable, but no less than thirty (30) days in advance, of the implementation of major technological, equipment or mechanization changes which affect wages, hours or working conditions of bargaining unit employees. Upon the request of the Union, the parties will meet to discuss the effects of the proposed change on the bargaining unit. If any unresolved questions remain after the changes are operational, the Union may request to meet to discuss those unresolved questions at the national level.

Section 4.02. Right to Change

The notice obligation of Section 4.01 shall not be construed to, in any way, abridge the right of the Employer to decide to make such changes.

ARTICLE 5
PROHIBITION OF UNILATERAL ACTION

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

ARTICLE 6
NO LAYOFFS OR REDUCTION IN FORCE

The Employer agrees that no full-time career employees employed in the regular HRSSC work force will be laid off on an involuntary basis unless all non-career employees have been separated from HRSSC.

ARTICLE 7
EMPLOYEE CLASSIFICATIONS

Section 7.01. Regular Work Force

The regular work force will be comprised of career employees who shall be hired pursuant to such procedures as the Employer may establish. Employees shall be assigned to work schedules consisting of forty (40) hours in a service week.

Section 7.02. Supplemental Work Force

The parties acknowledge the existence of a supplemental work force, which is not part of the bargaining unit, and that is currently composed of non-career Personnel Processing Specialist - (Temps) (PPS - Temps).

Section 7.03. Employee Complements

The Employer shall staff the work force with at least sixty (60) percent full-time career employees. The remaining forty (40) percent of the work force may be comprised of non- career, non-bargaining PPS - Temps.

ARTICLE 8
HOURS OF WORK

Section 8.01. Work Week

The normal work week for a full-time regular employee is forty (40) hours per week. As far as practicable, the service days comprising the work week shall be consecutive days.

Section 8.02. Work Schedules

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

B. Flex Time – Employees may report 15 minutes before and up to 15 minutes after their assigned starting time. Employees may request to extend lunches up to 15 minutes longer than their 30-minute lunch period. Requests to extend lunch must be submitted in advance to the employee's immediate supervisor. Requests may be approved based on the operational needs of the process assignment and the needs of the Center.

C. Alternate Work Schedule – Requests for an alternate work schedule must be submitted to the employee's immediate supervisor. Requests will be reviewed and may be approved by the manager of the Human Resources Shared Service Center or the manager's designee based on the business needs of the process assignment and the needs of the Center.

   When an employee has been approved to change his or her permanent work schedule from five eight-hour days to four ten-hour days or from four ten-hour days to five eight-hour days, the work schedule will only include two breaks regardless of the hours scheduled in a day. All requests for alternate work schedules must be submitted in writing.

Any changes to employees' work schedules must be effective on a Saturday. During holiday weeks and weeks of training employees will be required to revert to a five- day work week.

Section 8.03. Overtime Work

A. Overtime pay is to be paid at the rate of one and one-half (1 ½) times the base hourly straight-time rate. 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.

B. The Employer shall pay overtime to all full-time employees for time worked outside of, and instead of, their regularly scheduled workday or work week, except where employees request a temporary schedule change for personal convenience, or when the employees are working on a temporary schedule at the request of management, if the change is one hour or less and if the change is for one week or less.

C. Penalty overtime pay is to be paid at the rate of two (2) times the base hourly straight-time rate. Penalty overtime pay will not be paid for any hours worked during November.

D. Penalty overtime pay will be paid to full-time regular employees for any overtime work on:

(1) More than our (4) of the employee's five (5) scheduled days in a service week or work over ten (10) hours on a regularly scheduled day;

(2) Over eight (8) hours on a nonscheduled day; or

(3) Over six (6) days in a service week.

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

Section 8.04. Overtime Assignments

When needed, overtime work for career employees shall be scheduled in accordance with the following:

A. Two weeks prior to the start of each calendar quarter, full- time regular career employees desiring to work overtime who possess the necessary skills and are deemed proficient by management shall place their name on an "Overtime Desired" list ("List"). The List shall be established by assignment (as defined in the "Assignments" Memorandum of Understanding [MOU]). Those absent and/or on leave or medical restriction, which will not permit overtime work, shall be passed over.

B. Employees who place their name on the Overtime Desired list shall remain on the List until such time as they remove their name from the List by providing written notice to the Employer.

C. First consideration in the assignment of overtime shall be given to employees in the section whose name appears on the Overtime Desired list. However, employees may be assigned overtime by the Employer to continue working on a transaction or assignment, notwithstanding the above.

D. Second consideration in the assignment of overtime shall be given to volunteers within the section, possessing the necessary skills as determined by management to perform the overtime assignment, who are not on the Overtime Desired list. If there are excess volunteers, the assignment shall be made based on section seniority.

E. Third consideration in the assignment of overtime shall be given to volunteers outside of the section **whose name appears on the Overtime Desired list for their section**, possessing the necessary skills as determined by management to perform the overtime assignment.

F. Fourth consideration in the assignment of overtime shall be given to volunteers outside of the section who are not on the Overtime Desired list for their section, possessing the necessary skills as determined by management to perform the overtime assignment.

G. If the solicitation of volunteers does not provide sufficient qualified employees, all those remaining on the Overtime Desired list within the section will be mandated by inverse section seniority.

H. If a need still remains, employees may be involuntarily assigned to work overtime in the following order:

a. Qualified employees within the section not on the Overtime Desired list by Inverse section seniority.

b. Qualified full-time regular employees outside the section who are on the Overtime Desired list by Inverse bargaining unit seniority.

c. Qualified full-time regular employees outside of the section who are not on the Overtime Desired list by inverse bargaining unit seniority.

Section 8.05. Sunday Premium Payment

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

Section 8.06. Night Shift Differential

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

Section 8.07. Guarantees

Employees called in outside of their 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 employees called in who continue working on into their regularly scheduled shift. When employees are called in on their non-scheduled day, they will be guaranteed four (4) hours work or pay in lieu thereof. Employees may request early release during the guarantee period by submitting a PS Form 3971, and their timecards will only reflect actual time worked.

ARTICLE 9
SALARIES AND WAGES

Section 9.01. Salary Schedule

Effective October 23, **2024**, employees shall be paid and earn step increases according to the rates and waiting periods outlined in Table 1.

Table 1

Human Resource Shared Service Center (HRSSC) Schedule
Full-Time Basic Annual Rates
Effective May 04, 2024 (PP11-2024)

RSC H (HRSSC)

GRADE	STEPS A	B	C	D	E	F	G	H	I	J	K	L	M	N	MOST PREV. STEP
1	66,782	69,350	71,915	74,481	77,046	79,611	82,176	84,742	87,307	89,872	92,437	95,006	97,571	100,136	2,565

Step Increase Waiting Periods (In Weeks)

Steps (From-To)	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	Years
Grade 1	44	44	44	44	44	44	44	44	44	44	44	44	44	11
Cumulative	44	88	132	176	220	264	308	352	396	440	484	528	572	11

NOTE: Pre-Contract Rates

Section 9.02. Basic Annual Salary

The basic annual salary schedules shall be increased as follows:

Effective **January 11, 2025** — the basic annual salary for each grade and step shall be increased by an amount equal to **1.0%** of the basic annual salary for the grade and step in effect on the date of this Agreement.

Effective **January 10, 2026** — the basic annual salary for each grade and step shall be increased by an amount equal to **1.0%** of the basic annual salary for the grade and step in effect on the date of this Agreement.

Effective **January 23, 2027** — the basic annual salary for each grade and step shall be increased by an amount equal to **1.0%** of the basic annual salary for the grade and step in effect on the date of this Agreement.

Effective **January 22, 2028** — the basic annual salary for each grade and step shall be increased by an amount equal to **1.0%** of the basic annual salary for the grade and step in effect on the date of this Agreement.

Effective **January 20, 2029** — the basic annual salary for each grade and step shall be increased by an amount equal to **1.0%** of the basic annual salary for the grade and step in effect on the date of this Agreement.

If any individual salary increase in the USPS-APWU Collective Bargaining Agreement under Article 9, Section 1, exceeds a 1.0% general increase to basic annual salary, the respective increases as outlined above shall be adjusted to equal the percentage in the USPS-APWU Collective Bargaining Agreement under Article 9, Section 1. The USPS-APWU Collective Bargaining Agreement and the corresponding USPS-HRSSC Collective Bargaining Agreement general increase dates shall align as follows:

- **November 16, 2024 (APWU) to January 11, 2025 (HRSSC)**
- **November 15, 2025 (APWU) to January 10, 2026 (HRSSC)**
- **November 14, 2026 (APWU) to January 23, 2027 (HRSSC)**
- **November 27, 2027 (APWU) to January 22, 2028 (HRSSC)**
- **November 25, 2028 (APWU) to January 20, 2029 (HRSSC)**

Section 9.03. Cost-of-Living Adjustment

A. Definitions

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

(2) "Consumer Price Index Base" refers to the Consumer Price Index for the month of March 2024 and is referred to herein as the "Base Index."

B. Effective Dates of Adjustment

Each employee covered by this Agreement shall receive cost-of-living adjustments (COLAs), upward, in accordance with the formula in Section 9.03.C, below, effective on the following dates:

Index	Payment Effective
September **2024**	Second full pay period after release of September **2024** index
March **2025**	Second full pay period after release of March **2025** index
September **2025**	Second full pay period after release of September **2025** index
March **2026**	Second full pay period after release of March **2026** index
September **2026**	Second full pay period after release of September **2026** index
March **2027**	Second full pay period after release of March **2027** index
September **2027**	Second full pay period after release of September **2027** index
March **2028**	Second full pay period after release of March **2028** index
September **2028**	Second full pay period after release of September **2028** index
March **2029**	Second full pay period after release of September **2029** index

C. The basic salary schedules provided for in this Agreement shall increase 1 cent per hour for each full 0.4-point increase in the applicable Index above the Base Index. For example, if the increase in the Index from March **2024** to September **2024** is 1.2 points, all pay scales for employees covered by this Agreement will increase by 3 cents per hour. In no event will a decline in the Index below the Base Index result in a decrease in the pay scales provided for in this Agreement.

D. Steps A through N in the basic salary schedules provided for in Table 1 of this Agreement shall receive COLAs calculated using the formula in paragraph C. COLAs will be paid prospectively only. 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.

E. No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Index for any month mentioned in 9.03.B.

F. If during the life of this Agreement, the BLS ceases to make available the CPI-W (1967 = 100), the parties agree to use the CPI-W (1982-84 = 100) at such time as the BLS ceases to make available the CPI-W (1967 = 100). At the time of change to the CPI-W (1982-84 = 100), the cost-of- living formula in Section 9.03.C will be recalculated to provide the same cost-of-living adjustment that would have been granted under the formula using the CPI-W (1967 = 100).

Section 9.04. Lump Sum Payments

Effective within 180-days of contract ratification ("implementation date"), all individuals who are active on-rolls employees in the HRSSC bargaining unit on the implementation date, will receive a flat lump sum payment of $1,000.

Effective on January 23, 2027, all individuals who are active on-rolls employees in the HRSSC bargaining unit on that date, will receive a flat lump sum payment of $750.

Effective on January 20, 2029, all individuals who are active on-rolls employees in the HRSSC bargaining unit on that date, will receive a flat lump sum payment of $750.

ARTICLE 10
LEAVE

Section 10.01. Funding Leave Program

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

Section 10.02. Leave

Employees will be covered by the leave regulations in the *Employee and Labor Relations Manual* (ELM), Part 510.

Section 10.03. Choice Vacation

A. The parties agree that the duration of the choice vacation period shall be the calendar year.

B. Vacation selections will be by Service Center seniority by assignment as defined in the "Assignments" MOU.

C. During the choice vacation period, the number of employees who may be off on annual leave at a given time will be up to ten (10) percent in each assignment, except for the FMLA assignment group, which shall be subject to a five (5) percent limitation during the first eight (8) weeks of the year. Management will apply the above percentage for each assignment based on the career complement in each assignment in Pay Period 23 of the year immediately preceding vacation bidding.

D. Beginning on the first day of Pay Period 24 and ending on the last Friday of Pay Period 25 of the preceding calendar year, employees will be given the opportunity to bid upon their choice vacation period. Choice vacation selections shall consist of five (5) continuous working days within the service week and are expected to be taken in full at the time of the vacation, unless notice of cancellation is given two weeks ahead of the cancelled week. Employees in the assignment group will be notified of the cancelled week and will be given 48 hours to submit a request for the week off. The week will be granted to the senior employee submitting a request for leave. If an employee leaves the assignment group for any reason, the employee's choices will not be considered cancelled or available in that assignment group. The service week begins on Saturday and ends on the following Friday. Holidays and non-scheduled days that are included in the service week of a vacation period are intended to be included in the approved vacation period.

E. Choice vacation selections shall consist of five (5) continuous working days within the service week and are expected to be taken in full at the time of the vacation unless notice of cancellation is given **seven (7) or more calendar days** ahead of the cancelled week(s). If management is notified **seven (7) or more calendar days** ahead of the cancelled vacation week(s), employees in the assignment group will be notified of the cancelled week(s) and will be given 48 hours to submit a request for the week(s) off. **If management is notified less than seven (7) calendar days ahead of the cancellation, the employees in the assignment group will not be notified, and the cancelled week(s) will not be subject to rebid for choice vacation.**

F. Employees who earn thirteen (13) days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice vacation period. The number of days of annual leave, not to exceed ten (10), shall be at the option of the employee.

G. Employees who earn twenty (20) or twenty-six (26) days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice vacation period. The number of days of annual leave, not to exceed fifteen (15) days, shall be at the option of the employee.

H. The remainder of the employee's annual leave may be granted as incidental annual leave at other times during the year, as approved by the manager or supervisor.

I. There will be three rounds of choice vacation selections. Each round of selections may consist of five (5), ten (10), or fifteen (15) continuous days. Choice vacation selections for the combined three rounds may not exceed a total of fifteen (15) days. Each employee will have the option of selecting one choice vacation slot during each round, up to the number of days stated above.

J. During each round of bidding, an employee will have 48 hours to make their selection. If an employee fails to make a selection within 48 hours, the employee shall be passed over.

K. In the event of an employee's absence or unavailability during his/her selection period, the supervisor and union representative will make a reasonable effort to contact the employee to determine his/her vacation choices. If the employee fails to make a selection within 48 hours, the employee shall be passed over.

L. Management will post the approved vacation schedule by the last Friday of Pay Period 26.

M. At the time leave is to be taken, the employee must have sufficient annual leave to cover the entire vacation choice. Leave Without Pay (LWOP) will not be granted for vacation selections, either in part or in full.

N. If an employee does not have sufficient annual leave to cover the entire vacation period, the employee may cancel the vacation selection, and the following will apply:

1) If an employee cancels a vacation selection seven (7) or more business days in advance, the employee may submit a request for incidental leave for time during the cancelled vacation period. The request for incidental leave must be submitted at the time of the cancellation. If the employee does not submit a request for incidental leave at the time of the cancellation, the employees in the assignment group will be notified, and the cancelled week(s) will be subject to rebid for choice vacation.

2) If an employee cancels a vacation selection less than seven (7) business days in advance, the employee may submit a request for incidental leave for time during the cancelled vacation period. The request for incidental leave must be submitted at the time of the cancellation. If the employee does not submit a request for incidental leave at the time of the cancelation, the employees in the assignment group will not be notified, and the cancelled week(s) will not be subject to rebid.

Section 10.04. Vacation Planning

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

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

Section 10.05. Incidental Annual Leave

A. Requests for annual leave in units of full days or weeks outside the choice vacation period shall be approved by the supervisor or designee on a first-come, first-served basis consistent with the needs of the Service. Such requests shall be submitted to the employee’s supervisor via PS Form 3971, no earlier than ninety (90) days in advance of the date(s) requested. The supervisor shall

inform the employee as soon as reasonably possible if the leave request has been approved or disapproved by returning a copy of the PS Form 3971 to the employee.

B. When less than eight (8) hours of annual leave is requested, the employee shall submit a PS Form 3971 to his or her supervisor. The supervisor will render a decision by returning a copy of the approved or disapproved PS Form 3971 to the employee as soon as reasonably possible.

ARTICLE 11
HOLIDAYS

Section 11.01. Holidays Observed

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

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

Section 11.02. Holiday Leave Pay

A. To be eligible for holiday leave pay, employees must be in a pay status the last hour of their scheduled workday prior to or the first hour of their scheduled workday after the holiday.

B. Employees shall receive holiday leave pay at their base hourly straight time rate for a number of hours equal to their regular daily working schedule, not to exceed eight (8) hours. Employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave in lieu of holiday leave pay.

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

Section 11.03. Holiday Work Pay

A. Employees who are required to work on a holiday other than Christmas shall be paid the base hourly straight time rate for each hour worked up to eight (8). Employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave in lieu of the holiday leave pay to which they are entitled as above described.

B. Employees required to work on Christmas shall be paid one and one-half (1 1/2) times the base hourly straight time rate for each hour worked. Employees who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive holiday leave pay to which they are entitled as above described.

C. Deferred holiday leave credited in accordance with Section 11.03.A or 11.03.B, above, will be subject to all applicable rules for requesting and scheduling annual leave and shall be combined with annual leave and counted as annual leave for purposes of annual leave carryover.

Section 11.04. Holiday on Non-Workday

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

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

Section 11.05. Holiday Schedule

The Employer will determine the number of employees needed for holiday work, and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls. As many full-time employees as can be spared will be excused from duty on a holiday or day designated as their holiday. Such employees will not be required to work on a holiday or day designated as their holiday unless all employees 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 leave pay unless such absence is based on an extreme emergency situation and is excused by the Employer.

ARTICLE 12
PROBATIONARY PERIOD

Section 12.01. Probationary Period

The probationary period for a new employee shall be one hundred and eighty (180) days. The period may be extended for any periods of absence totaling in excess of one (1) month during the probationary year in which the employee was unavailable for work. The Employer shall have the right to separate from its employ any probationary employee at any time during the probationary period, and these probationary employees shall not be permitted access to the grievance procedure in relation thereto.

Section 12.02. Falsification of Application

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

Section 12.03. Computation of Seniority

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

Section 12.04. Separation During Probationary Period

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

ARTICLE 13
ASSIGNMENT OF ILL AND INJURED REGULAR WORK FORCE EMPLOYEES

The U.S. Postal Service and the Union recognize their responsibility to aid and assist deserving full-time employees who, through illness or injury, are unable to perform their regularly assigned duties. It is understood that the provisions of this Agreement are subject to the Rehabilitation Act and obligations and responsibilities imposed by the Federal Employees' Compensation Act and its implementing regulations.

Any full-time employee recuperating from a serious illness or injury and temporarily unable to perform the assigned duties of the employee's position may voluntarily submit a written request to management in the Center for a temporary assignment. The request shall be supported by a medical statement from a licensed physician or a written statement from a licensed chiropractor stating, when possible, the anticipated duration of the convalescence period. When a request is refused, the concerned employee will be notified in writing.

ARTICLE 14
SAFETY AND HEALTH

Section 14.01. Responsibilities

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

Section 14.02. Cooperation

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

a. Notify the supervisor who will immediately investigate the condition and take corrective action, if necessary; and/or

b. File a grievance if no corrective action is taken during the course of the tour.

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

Section 14.03. Local Committee

The parties agree to establish a local Health and Safety Committee comprised of two (2) management representatives and two (2) Union representatives, which shall report to and be chaired by the senior manager at the facility. The Committee shall convene at least twice a year to discuss safety and health programs and accident prevention at the Center.

ARTICLE 15
GRIEVANCE-ARBITRATION PROCEDURE

Section 15.01. Grievance Definition

A. A grievance is defined as a dispute, difference, disagreement or complaint, between the parties, related to wages, hours and conditions of employment. A grievance shall include, but is not limited to, the complaint of an employee or of the Union which involves the interpretation, application of, or compliance with the provisions of this Agreement.

B. The parties expect that good-faith observance of the principles and procedures of this Article will result in settlement or withdrawal of grievances at the lowest possible step. The steward or Union representative shall have authority to settle or withdraw the grievance in whole or in part. The supervisor or management representative likewise shall have the authority to grant or settle the grievance in whole or in part. Any resolutions reached at Step 1 or Step 2 shall be non-precedential, and may not be cited in any other proceeding, unless the parties at Step 2 specifically agree otherwise or develop an agreement to dispose of future similar or related problems. Grievance settlements reached at any step of the process shall be dispositive of the particular grievance.

Section 15.02. Grievance Procedure

A. Step 1

The employee must discuss a grievance with the immediate supervisor within fourteen (14) days of when the employee or Union has learned or may reasonably have been expected to have learned of its cause. The employee may be accompanied by a steward or Union representative, if desired. The supervisor shall render a decision, stating reasons, within seven (7) days. The Union shall be entitled to appeal an adverse decision to Step 2 of the grievance procedure within ten (10) days after receipt of the Employer's decision. Such appeal shall be in writing to the Management Designee and shall include:

(1) A detailed statement of facts;

(2) Contentions of the grievant;

(3) Specific contractual provisions involved; and

(4) The remedy sought.

The Union may initiate a grievance at Step 1 in accordance with the above and in such case the participation of an individual grievant is not required. The Union may also initiate a class grievance at Step 1 when the grievance concerns the complaint of more than one employee. Management will designate the appropriate Employer representative (other than the Step 2 designee) responsible for handling such complaint.

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

C. Step 2

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

D. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge, 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.

E. Any settlement or withdrawal of a grievance at Step 2 shall be in writing and signed by the parties.

F. Where agreement is not reached, a decision by the Employer shall be rendered within ten (10) days after the Step 2 meeting. Such decision shall be in writing, stating the detailed reasons thereof. If the parties are not able to resolve the grievance, the Union shall be entitled to refer the grievance to arbitration within thirty (30) days of the receipt of the Employer's Step 2 decision.

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 Arbitration.

Section 15.03. Grievance Procedure — General

A. The failure of the aggrieved party or the Union to present the grievance within the prescribed time limits of the Steps of this procedure, including arbitration, shall be considered as a waiver of the grievance.

B. It is agreed that, in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement or involving an issue of national impact, such dispute may be initiated by either party as a grievance at the national level without going through the preceding Steps. The party which initiates an interpretation of this Agreement or an issue of national impact must provide written notification to the other party, stating the interpretive question or the issue of national impact to be resolved.

Section 15.04. Arbitration

A. Each party shall select one permanent arbitrator to decide all cases except those set forth in Section 15.03.B above. Each arbitrator shall be selected from a list of regular panel arbitrators being used by the U.S. Postal Service and the craft unions under the National Agreement.

B. These arbitrators shall serve for the life of this Agreement unless otherwise agreed by the parties. In the event that any such arbitrator is unavailable or otherwise unable to perform the duties, an alternate shall be selected by the same procedure to serve on an ad hoc basis.

C. The parties shall also select one arbitrator by the alternate striking of names from a list of five (5) names of arbitrators being used by the U.S. Postal Service and the craft union under the National Agreement who shall serve as a permanent arbitrator to hear interpretive issues and issues of national impact for the life of this Agreement. The parties shall also select one arbitrator by the same procedure to act as an alternate in case the permanent arbitrator is unavailable or otherwise unable to perform the duties.

D. The arbitrator's decision shall be final and binding. The arbitrator, if possible, shall render the award within thirty (30) days of the date of the hearing. All decisions of the arbitrator shall be limited to the terms and provisions of this Agreement, and principles of make-whole relief, and in no event may the terms and provisions of this Agreement be altered, amended or modified by the arbitrator. All costs, fees and expenses charged by the arbitrator will be shared equally by the parties.

E. Where practicable, arbitration hearings shall be held during working hours. Employee witnesses shall be on Employer time when appearing at the hearing, provided the time spent as a witness is part of the employee's regular working hours. The Employer will permit one (1) change of work schedule per case scheduled for arbitration for either the grievant or a witness, provided notice is given to his or her immediate supervisor at least two (2) days prior to the scheduled arbitration hearing.

ARTICLE 16
DISCIPLINE PROCEDURE

Section 16.01. Basic Principles of Discipline

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

(1) Insubordination;

(2) Pilferage;

(3) Intoxication (drugs or alcohol);

(4) Incompetence;

(5) Failure to perform work as requested;

(6) Violation of the terms of this Agreement;

(7) Violence or destruction of property; or

(8) Failure to observe other reasonable work rules and regulations, including those relating to health and safety and the security of personally identifiable information (PII).

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

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

Section 16.02. 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 16.03. Suspensions of 14 Days or Less

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

Section 16.04. Suspensions of More than 14 Days, or Discharge

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

A preference eligible who chooses to appeal a suspension of more than fourteen (14) days or a discharge to the Merit Systems Protection Board (MSPB) rather than through the grievance-arbitration procedure shall remain on the rolls (non-pay status) until disposition of the case has been had, either by settlement or through exhaustion of the MSPB appeal.

When there is reasonable cause to believe an employee guilty of a crime for which a sentence of imprisonment can be imposed, the Employer is not required to give the employee the full thirty (30) days advance written notice in a discharge action, but shall give such lesser number of days advance written notice as under the circumstances is reasonable and can be justified. The employee is immediately removed from a pay status at the end of the notice period.

Section 16.05. Emergency Procedure

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

a. Intoxication (use of drugs or alcohol);
b. Pilferage;
c. Failure to observe safety rules and regulations, or
d. In cases where retaining the employee on duty may result in:
   (1) Damage to U.S. Postal Service property;
   (2) Loss of mail or funds; or
   (3) Where the employee may be injurious to self or others or a disruption to operations or the workplace.

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

Section 16.06. Veterans' Preference

A. 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 initiates an appeal under the Veterans' Preference Act, the employee will be deemed to have waived access to the grievance arbitration procedure under any of the following circumstances:
   (1) If an MSPB settlement agreement is reached.
   (2) If the MSPB has not yet issued a decision on the merits, but a hearing on the merits before the MSPB has begun.
   (3) If the MSPB issues a decision on the merits of the appeal.

B. In the event the grievance of a preference eligible is due to be scheduled in accordance with Article 15, Section 4, and the preference eligible has a live MSPB appeal on the same action, the parties will not schedule the grievance for arbitration until a final determination is reached in the MSPB procedure. If the grievance is not waived under Section 16.06.A (1), (2), or (3), the case will be scheduled promptly for arbitration. Should the grievance ultimately be sustained or modified in arbitration, the preference eligible employee will have no entitlement to back pay under the National Agreement for the period from the date the case would have been scheduled for arbitration and the date it is actually scheduled for arbitration.

Section 16.07. Review of Discipline

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

Section 16.08. Employee Discipline Records

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

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

Section 16.09. 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 is reasonable and can be justified under the circumstances. The employee is immediately removed from a pay status at the end of the notice period.

B. The just cause of an indefinite suspension is grievable. The arbitrator shall have the authority to reinstate and make the employee whole for the entire period of the indefinite suspension.

C. If after further investigation or after resolution of the criminal charges against the employee, the Employer determines to return the employee to a pay status, the employee shall be entitled to back pay for the period that the indefinite suspension exceeded seventy (70) days, if the employee was otherwise available for duty, and without prejudice to any grievance filed under B. above.

D. The Employer may take action to discharge an employee during the period of an indefinite suspension whether or not the criminal charges have been resolved, and whether or not such charges have been resolved in favor of the employee. Such action must be for just cause and is subject to the requirements of Section 5 of this Article.

ARTICLE 17
REPRESENTATION

Section 17.01. Stewards

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

Section 17.02. Appointment of Stewards

A. The Union will certify to the Employer in writing a steward or stewards, and an alternate steward or stewards, in accordance with the following general guidelines. When more than one steward is appointed, one of the stewards shall be designated by the Union as the chief steward for the Human Resources Shared Service Center. An alternate steward will be appointed for each steward to serve when the latter steward is not available to perform the duties of the steward in the Center. The selection and appointment of chief stewards, stewards and alternate stewards is the sole and exclusive function of the Union.

B. The Union will designate one (1) steward for the first seventy-five (75) bargaining unit employees or part thereof at the Center, and one additional steward for each additional seventy-five (75) bargaining unit employees, or part thereof, employed at the Center. The Union will certify which employees within the Service Center each steward will exclusively represent if there are more than seventy-five (75) employees in the Service Center.

C. At the option of the Union, representatives not on the Employer's payroll shall be entitled to perform the functions of a steward or chief steward, provided such representatives are certified in writing to the Employer at the Headquarters level, and comply with the numerical limitations of Section 17.02.B.

Section 17.03. Rights of Stewards

A. When it is necessary for a steward to leave his or her work area to investigate and adjust grievances, the steward shall request permission from the immediate supervisor and, provided it does not interfere with operations, such request shall not be unreasonably denied. In the event

the steward's duties require leaving the work area and entering another work area within the Center, the steward must also receive permission from the supervisor of such other area. Such request shall not be unreasonably denied.

B. The steward or chief steward may request and shall obtain access, through the appropriate supervisor, to review the non-confidential documents, files and other records necessary for investigating or processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee, supervisors and witnesses during working hours. Such request shall not be unreasonably denied.

C. 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.

Section 17.04. Employee Request for Union Representation

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

Section 17.05. Payment of Stewards

The Employer will authorize payment under the following conditions:

A. Grievances. The aggrieved employee will be compensated at the applicable straight time rate for time actually spent processing Step 1 and Step 2 grievances, including meetings with the Employer, provided that such time is during the regular workday of the employee. There will be no compensation for time so spent if it is outside the regular workday of the employee.

B. The Union steward (appointed pursuant to the formula in Section 17.2.B) who is representing the aggrieved employee will be compensated at the applicable straight time rate for time actually spent attending Step 1 and Step 2 grievance meetings, as well as for reasonable additional time actually spent in grievance handling, including investigation, meetings with the Employer, and time necessary to write a grievance, provided that the time so spent is a part of the steward's regular workday. There will be no compensation for time so spent if it is outside the steward's regular workday. There will be no additional compensation for grievance processing paid to Union stewards or officials, beyond that specified in this Article.

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

Section 17.06. Introduction of Employees

A Union representative shall be provided a reasonable opportunity for a meeting with new bargaining unit employees on their tour within the Center within the first two (2) weeks of their assignment.

Section 17.07. Checkoff

A. In conformity with Section 2 of the Act, 39 U.S.C. 1205, without cost to the Union, the Employer shall during the life of this Agreement deduct and remit to the Union, the regular and periodic Union dues on a biweekly basis from the pay of employees as instructed in writing by the Union and the employee, which written assignment by the employee shall be irrevocable for a period of not more than one (1) year. The parties agree that the Union will have sole responsibility for and control over dues withholding and revocation. The Union must provide the Postal Service with withholding and revocation information in a format and within time periods acceptable to the Postal Service. The Employer agrees to remit to the Union all deductions to which it is entitled fourteen (14) days after the end of the pay period for which such deductions are made. Deductions shall be in such amounts as are designated to the Employer in writing by the Union.

B. The authorization of such deductions shall be made in accordance with the terms of Standard Form 1187. Revocation of authorization shall be made in accordance with the terms of Standard Form 1188.

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

D. The Union shall defend, indemnify, save and hold the Postal Service harmless from any and all claims, responsibility, damage, suit, demand, grievance or other liability (including attorney's fees incurred by the Postal Service) which may arise out of any actions taken by the Postal Service required by the terms of this Article or in reliance upon instructions provided by the Union in connection with the Union's operation and control over said dues withholding and revocation.

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

ARTICLE 18
NO STRIKE

Section 18.01. No Strike

The Union, on behalf of its members, agrees that it will not call or sanction a strike or work slowdown, nor will any member of the bargaining unit take part in any strike or work slowdown.

Section 18.02. Reasonable Action

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

Section 18.03. Liability

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

ARTICLE 19
HANDBOOKS AND MANUALS

Section 19.01. General

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 continue to apply to employees covered by this Agreement until modified consistent with this Article. Notice of proposed changes to handbooks, manuals and published regulations of the Postal Service that directly relate to wages, hours, or working conditions of employees covered by this Agreement, will be furnished to the Union at the national level at least 60 days prior to implementation.

ARTICLE 20
RESERVED

ARTICLE 21
BENEFIT PLANS

Section 21.01. Health Benefits

The method for determining the Employer biweekly contributions to the cost of employee health insurance programs under the **Postal Service Employee Health Benefits Plan ("PSHBP")** will be as follows:

A. The Office of Personnel Management (OPM) shall calculate the subscription charges under the **PSHBP** that will be in effect the following January with respect to self only enrollments, self plus one enrollments, and self and family enrollments.

B. For career employees the biweekly Employer contribution for self only, self plus one, and self and family plans in Plan Years **2025**, **2026**, **2027**, **2028**, **2029** and **2030** will be seventy-two percent (72%) of the weighted average biweekly premiums under the **PSHBP** as determined by the OPM and will not exceed seventy-five percent (75%) for any individual plan.

C. The weight to be given to a particular subscription charge for each **PSHBP** plan and option will be based on the number of enrollees in each such plan and option for whom contributions have been received from employers covered by the **PSHBP** as determined by the OPM.

D. The amount necessary to pay the total charge for enrollment after the Employer's contribution is deducted shall be withheld from the pay of each enrolled employee. To the extent permitted by law, the Employer shall permit employees covered by this Agreement to make their premium contribution to the cost of each plan on a pre- tax basis, and shall extend eligibility to such employees for the U.S. Postal Service's flexible spending account plans for unreimbursed health care expenses and work-related dependent child care and elder care expenses, as authorized under Section 125 of the Internal Revenue Code.

Section 21.02. Life Insurance

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

Section 21.03. Retirement

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

Section 21.04. Injury Compensation

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

Section 21.05. Health Benefit Brochures

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

ARTICLE 22
BULLETIN BOARDS

Section 22.01. Number of Bulletin Boards

The Employer shall furnish one (1) suitable bulletin board per floor in the Center for the exclusive use of the Union.

Section 22.02. Posted Notices

Only suitable notices and literature may be posted or placed on the bulletin board, the content of which shall be consistent with applicable law and Postal Service policies and regulations. There will be no posting or placement of notices or literature on the bulletin boards except upon the authority of officially designated representatives of the Union.

ARTICLE 23
RIGHTS OF UNION OFFICIALS TO ENTER POSTAL INSTALLATIONS

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

ARTICLE 24
EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS

Section 24.01. Step Increases

Employees on leave without pay to devote full-time or part-time service to the Union shall be credited with step increases as if they had been in a pay status. Retirement benefits will accrue based on the steps so attained, provided the employees contribute 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.

Section 24.02. Conventions

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

Section 24.03. Choice Vacation Period

If the requested leave falls within the choice vacation period and if the request is submitted 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 entire Center. Where the specific delegates to the Union Convention 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 vacation.

Section 24.04. Leave Requests

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

ARTICLE 25
RESERVED

ARTICLE 26
RESERVED

ARTICLE 27
EMPLOYEE CLAIMS

Section 27.01. Claims

Subject to a $50 minimum, an employee may file a claim for reimbursement within fourteen (14) days of loss or damage to personal property, except for motor vehicles and the contents thereof, where the loss or damage was suffered in connection with or incident to the employee's employment while on duty or while on Postal Service premises. The Postal Service's evaluation of such claim will include a depreciation assessment of the lost or damaged item, and if payment is authorized, such payment will include appropriate reduction reflecting the depreciated value of the item(s) at the time of loss or damage. The employee's possession of the property must have been reasonable or proper under the circumstances and the loss or damage must not be caused in whole or in part by a negligent or wrongful act of the employee. Loss or damage resulting from normal wear and tear associated with day-to-day living and working conditions will not be compensated.

Section 27.02. Appeals

Claims shall be documented and submitted with recommendations by the Union steward to the Management Designee in the Center for determination. An adverse determination may be appealed to Step 2 of the grievance- arbitration procedure.

Section 27.03. Motor Vehicles

A. The above procedure does not apply to privately owned motor vehicles and the contents thereof. For such claims, employees may utilize the procedures of the Federal Tort Claims Act in accordance with Part 250 of the *Administrative Support Manual.*

B. The procedures for initiating a claim under the Federal Tort Claims Act as specified in the *Administrative Support Manual* shall be the exclusive procedure for such claims, and such claims shall not be subject to the grievance-arbitration procedure.

C. A tort claim may be filed on SF-95 which will be made available by the Management Designee.

ARTICLE 28
EMPLOYER CLAIMS

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

ARTICLE 29
RESERVED

ARTICLE 30
RESERVED

ARTICLE 31
UNION-MANAGEMENT COOPERATION

Section 31.01. Union Membership

A. The Union may, through bargaining unit employees at the HRSSC, solicit other bargaining unit employees (or other career EAS employees for associate membership) for membership in the Union and receive Union dues from such 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.

B. Employees campaigning for Union office are permitted to do so in non-work areas of the HRSSC so long as the employees are on break or not on duty. Union election campaigning will not interfere with regular work duties of any employee.

Section 31.02. Computer Information

The Employer shall, biweekly, provide the Union with an electronic file containing the following information of each employee in the bargaining unit:

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

Section 31.03. Information Requests

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

Requests for information relating to purely local matters should be submitted by the local Union representative to the Management Designee in each Center. All other requests for information shall be directed by the National President of the Union to the Vice President, Labor Relations.

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

ARTICLE 32
SUBCONTRACTING

The Employer will give advance notification to the Union at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered. Upon the Union's request, the parties will meet to discuss.

ARTICLE 33
RESERVED

ARTICLE 34
RESERVED

ARTICLE 35
RESERVED

ARTICLE 36
RESERVED

ARTICLE 37
SENIORITY

Section 37.01. Introduction

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

A. Service Center Seniority for bargaining unit employees will be computed from the effective date on the Form 50 identifying the career appointment in the Service Center and continues to accrue so long as service is uninterrupted. An employee's Service Center seniority will be used in all applications of seniority at the Service Center.

B. Seniority for Breaking Ties. When it is necessary to determine the seniority ranking for two (2) or more bargaining unit employees the following sequence shall be used to break any tie:

(1) For employees assigned to the Center prior to April 1, 2011:

(a) Form 50 effective date at HRSSC.

(b) Career employment ahead of conversion to career.

(c) Report date to HRSSC.

(d) Last 3 digits of Social Security Number (SSN).

(e) Last 4 digits of SSN.

(2) For employees assigned to the Center between April 1, 2011, and the signing of this Agreement:

(a) Form 50 effective date at HRSSC.

(b) Report date to HRSSC.

(c) Total career time.

(d) Total non-career time.

(e) Last 3 digits of SSN.

(f) Last 4 digits of SSN.

(3) For employees assigned to the Center after the signing of this Agreement:

(a) Form 50 effective date at HRSSC.

(b) Report date to HRSSC.

(c) Total career time.

(d) Total non-career time.

(e) Numerical by the last three or more numbers (using enough numbers to break the tie, but not fewer than three numbers) of the employee's Employee Identification Number (EIN), from the lowest to highest.

Section 37.02. Changes in Which Seniority Is Retained, Regained, or Restored

A. Reemployment after Disability Separation. On reinstatement or reemployment after separation caused by disability, retirement, or resignation because of personal illness, and the employees have so stated in their resignation and furnished satisfactory evidence for inclusion in their personnel folder, the employees will receive seniority credit for past service in the bargaining unit for time on the disability retirement or for illness if reinstated or re-employed in the Center; provided application for reinstatement or reemployment is made within six (6) months from the date of recovery. The date of recovery in the case of disability retirement or disability separation must be supported by notice of recovery from the Compensation Group, Office of Personnel Management, or the Office of Workers' Compensation Programs, respectively; and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner.

B. Restoration. On restoration in the Center after return from military service or unjust removal, employees shall regain the same bargaining unit seniority rights they would have had if not separated.

C. Status of Bargaining Unit Employees who Leave the Center. Employees who leave the bargaining unit on or after the effective date of this Agreement and return to the Center will begin a new period of seniority unless they return from a position within the Postal Service within one (1) year from the date of leaving the Center.

Section 37.03. Changes in Which Seniority Is Lost

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

a. Upon reinstatement or reemployment.

b. Upon transfer into the bargaining unit from other Postal Service installations not covered by this Agreement.

ARTICLE 38
RESERVED

ARTICLE 39
RESERVED

ARTICLE 40
RESERVED

ARTICLE 41
RESERVED

ARTICLE 42
SEPARABILITY AND DURATION

Section 42.01. Separability

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

Section 42.02. Duration

This Agreement shall be effective upon the date of execution, except where otherwise noted and shall remain in full force and effect from 12:01 a.m. October 23, 2024, to and including 12 midnight October 22, 2029, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than ninety (90) or more than one hundred and twenty (120) days before the expiration date of the Agreement.

APPENDIX A
Night Shift Differential Rates

Human Resource Shared Service Center (APWU, AFL-CIO)
Night Shift Differential Hourly Rates
Effective October 23, 2021 (PP23-2021)

RSC H (HRSSC)

	STEPS													
GRADE	***A***	***B***	***C***	***D***	***E***	***F***	***G***	***H***	***I***	***J***	***K***	***L***	***M***	***N***
1	*1.62*	*1.69*	*1.76*	*1.83*	*1.90*	*1.97*	*2.04*	*2.11*	*2.18*	*2.25*	*2.32*	*2.39*	*2.46*	*2.53*

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

Re: Assignments

The parties acknowledge that the objective of the Human Resources Shared Service Center (HRSSC) is to provide excellent customer service and high efficiency in processing transactions. The parties agree it is in the interest of the Postal Service and the APWU for employees at the HRSSC to use seniority when the Postal Service assigns employees to assignment groups. The parties further acknowledge that staffing assignments must often be made quickly to address seasonal and sometimes temporary or unanticipated increases in workload in the various assignment groups. Additionally, all assignments require detailed, lengthy, and unique training which must be satisfactorily completed before the employee is proficient at the assignment.

To address these concerns the parties have developed the following flexible guidelines for making duty assignments.

The parties recognize that this is a first contract within a professional work setting and must remain flexible to meet its objectives. Therefore, it is understood that management may need to depart from the guidelines when business needs warrant but will make reasonable efforts to accommodate principles of seniority when doing so. If a senior employee is passed over for a duty assignment because of business demands management will meet with the Union and the passed-over employee to inform them of the reasons for a departure of the guidelines.

However, the provisions of this MOU are not intended to be grievable; ultimately management must have the flexibility to make staffing assignments based on business needs.

Long-Term Duty Assignments

A. A preference list will be established at the Service Center to fill long-term duty assignments that may arise in specific sections.

B. Two (2) weeks prior to the first full pay period in January and July, full-time regular career employees can add their preference for a long-term duty assignment in any section, as defined below.

C. Employees who place their name on the preference list shall remain on the list for that six-month period but must re-sign the list each bi-annual period in order to be eligible for such assignments. Employees may remove their name by providing written notice to the Employer. If an employee declines an opportunity for an assignment he or she will be removed from the list for that assignment.

D. An employee's seniority at the Service Center, as defined in Article 37, will be used for standing on the preference list for long-term duty assignments.

E. When management determines there is a need to fill a long-term duty assignment, the senior employee with a preference for that assignment will be selected.

   (1) If the senior employee has the necessary skills, he or she will be placed when operational needs allow him or her to be released from his or her current duty assignment, but the employee will not be held in excess of 30 days absent unusual circumstances. The employee may not preference on another assignment for one (1) year from the date of the reassignment.

   (2) If the senior employee does not have the necessary skills, he or she will be placed in the next available training session. If the employee satisfactorily completes the training and shows a satisfactory proficiency on live transactions, he or she will be reassigned to the new duty assignment. The employee may not preference on another assignment for one (1) year from the date of the reassignment.

(3) As noted above, many variables may impact the Center's ability to move, train, and backfill for transferring employees, and that it may be necessary to pass over a more senior employee on the preference list. In all instances, the operational needs of the Center shall control.

F. The employee may be periodically re-assigned to his or her former duty assignment in order to maintain proficiency in that former assignment. Such reassignment period will be no longer than 30 days, unless mutually agreed upon.

G. If the senior employee does not satisfactorily complete training or does not show satisfactory proficiency on live transactions, he or she will be returned to the former duty assignment from which released. If there is still a need to fill a long-term duty assignment, the process will continue with the next senior employee on the preference list.

H. When there are not sufficient volunteers, employees may be involuntarily placed based on operational needs, by reverse seniority. Junior employees possessing the necessary skills may be placed first.

Temporary Duty Assignment

A. A preference list will be established at the Service Center to fill temporary duty assignments in specific sections. Normally, a temporary duty assignment will be greater than 30 days but less than six (6) months in anticipated duration. It is understood that for shorter assignments, management retains the discretion to move employees between sections and assignments as business needs dictate.

B. Two (2) weeks prior to the start of the first full pay period in January and July, full-time regular career employees can add their preference for a duty assignment in any section as defined below.

C. Employees who place their name on the preference list shall remain on the list for that six-month period but must re-sign the list each bi-annual period in order to be eligible for such assignments. Employees may remove their name by providing written notice to the Employer. If an employee declines an opportunity for an assignment he or she will be removed from the list for that assignment.

D. An employee's seniority at the Service Center, as defined in Article 37, will be used for standing on the preference list for temporary duty assignments.

E. When management determines there is need for a temporary duty assignment in a specific section, an employee on the preference list for that duty assignment, possessing the necessary skills, will be placed when operational needs allow. If more than one employee possesses the necessary skills, the senior employee will be placed if operational needs allow. As noted above, many variables may impact the Center's ability to move, train, and backfill for transferring employees, and that it may be necessary to pass over a more senior employee on the preference list.

F. If it is operationally feasible, a senior employee may be placed in training to cover the temporary duty assignment if there is no employee on the list possessing the necessary skills. The senior employee must satisfactorily complete training and show satisfactory proficiency on live transactions to remain in the temporary duty assignment.

G. During the temporary duty assignment, the employee may be assigned to his or her former duty assignment in order to maintain proficiency in that former duty assignment.

H. Once a temporary duty assignment ends, the employee will be returned to his or her prior section and duty assignment, as soon as operationally feasible.

I. After return to his or her original section and duty assignment, an employee may be assigned duties from the temporary duty assignment in order to maintain proficiency in that temporary assignment.

J. When there are not sufficient volunteers, employees may be involuntarily placed based on operational needs, by reverse seniority. Junior employees possessing the necessary skills will be placed first.

Notice to Employees

When either preference list is utilized to fill a duty assignment, a notice will be posted on official bulletin boards at the Service Center or may be circulated by other means, including email.

Sections

The sections at the Service Center for which employees may express a preference are as follows:

- External Hiring Teams 1-4.
- Accession.
- Executive & Administrative Schedule.
- Postal Career Executive Services/Postal Regulatory Commission/ Inspection Service.
- Benefits.
- Career Separations.
- Job Bid Management.
- Organizational Management/Interactive Forms.
- Rurals.
- Optional Retirements.
- Retirement/Thrift/Reduction-in-Force.
- Disability Retirement.
- Survivor Benefits.
- Civilian Buyback/Military Buyback.
- Phones.
- Family and Medical Leave Act.
- Leave Without Pay.
- Form 50 Team.

Management reserves the right to reorganize and restructure the work force and to create or discontinue sections and duty assignments as required by operational needs. Advance notice of any such restructuring shall be provided to the Union.

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

Re: Human Resources Shared Service Center Bargaining Unit Telework Program Pilot

The parties agree to pilot a Telework Program for bargaining unit employees at the Human Resources Shared Service Center (HRSSC) during the term of the 2024-2029 Agreement.

The purpose of the Telework Program Pilot is to evaluate the Postal Service's ability to:

- Recruit and retain top talent;
- Help conserve energy and reduce CO2 emissions;
- Reduce real estate costs;
- Reduce facility maintenance costs, and
- Increase employee morale and efficiency while maintaining a responsive and productive work force.

The Telework Program Pilot allows eligible employees the ability to work away from their assigned duty station at an alternative worksite (i.e., their home or other approved alternative worksite) during scheduled workdays and hours. It is understood that the alternative worksite must be within commuting distance to the HRSSC, and that employees' official duty station will remain the HRSSC.

Participation in the Telework Work Program Pilot is limited to employees in telework-approved duty assignments who:

- Have completed all training for, and have six (6) months of career service in their current duty assignment;
- Have an internet connection that is reliable and provides speeds sufficient to support telework;
- Have an alternate work location that is ergonomically safe, and the employee agrees that the Postal Service is not responsible for providing or paying for any ergonomic equipment for the alternate work location;
- Have a private area at the alternate work location suitable for confidential discussions outside the hearing of others, and which allows for private video participation without interruptions;
- Can create and maintain a proper work environment, including arranging for dependent care that does not interfere with work at the alternate worksite and that minimizes personal disruptions, such as non-business telephone calls and visitors;
- Assume responsibility for the repair and maintenance of their privately owned equipment that is needed for the functionality of the alternate worksite;
- Assume responsibility for any tax implications or increase in personal utility costs that may result from using an alternative work location and agree that the Postal Service is not responsible for such costs, including maintenance, insurance, or utilities (e.g., phone, internet, heating, electricity, water; and
- Agree to process payroll, state, and local taxes as applicable. Participants understand that they may be contacted by the Postal Service to ensure compliance with tax laws and regulations and must provide accurate information as required.

The following work rules will apply for the Telework Program Pilot:

- Participants will be expected to work their normal duty assignment from the alternate location, and any deviations from the employee's normal duty assignment must be approved, in writing in advance, by the employee's supervisor or manager;
- Participants may not work in excess of their normal work schedule without advance, written authorization from their supervisor or manager;
- Overtime will apply as defined in Article 8 of the 2024-2029 Agreement;

- Holiday leave will apply as defined in Article 11 of the 2024-2029 Agreement;
- Participants will accrue and use leave in accordance with USPS regulations;
- Participants are required to remain at their alternate worksite during scheduled hours, except during lunch periods and breaks; however, notice should be provided to the employee's supervisor before leaving the alternate worksite for lunch or during breaks;
- Participants will be provided a USPS laptop for use at the alternate worksite. The USPS laptop remains the property of the Postal Service. Employees are required to follow all Postal Service policies, including but not limited to Information Technology (IT) bulletins and CyberSafe instructions and regulations, governing the use of the USPS-provided laptop;
- Participants must protect and secure Postal Service-owned equipment and information in accordance with applicable Postal Service policies, including but not limited to Handbook AS-805, *Information Security*; Handbook AS-805-C, *Information Security for General Users*; and Handbook AS-353, *Guide to Privacy, the Freedom of Information Act, and Records Management*;
- Postal Service equipment, including but not limited to the USPS-provided laptop, must be serviced and maintained only by the Postal Service, and participants may be required to report to the HRSSC for this purpose;
- At the discretion of management and to meet the needs of the HRSSC, a participant may be temporarily scheduled to report to the HRSSC, and may have his or her schedule temporarily changed to address travel, training, or workload requirements;
- If the participant has technological or other issues that prevent the completion of assigned duties, the participant must alert his or her supervisor or manager immediately and may be required to report to the HRSSC until the issue is resolved;
- Participants will be contacted on a regular basis during normal work hours by their supervisor or manager to discuss topics relative to their job or teleworking;
- Participants will be required to make themselves available via telephone, electronic mail, chat, virtual meetings and face-to-face conversation when necessary, using technologies (such as Zoom and Microsoft Teams) designated by management; and
- Participants will be required to attend virtual group meetings when scheduled during normal work hours.

Participation in the Telework Program Pilot is voluntary and must be approved by management. A request to participate in the Program must be submitted to the employee's supervisor or manager for review. If the request is approved, the employee must sign a Telework Program Agreement prior to beginning to telework. Approval of requests will be based on the needs of the Postal Service and not the needs of the employee. Individual Telework Program Agreements will be approved for a period of six (6) months. At the end of six (6) months the participant will be required to submit a new request if he or she wishes to continue teleworking.

Each agreement will document the terms of the employee's participation in the Program, including but not limited to:

- Location of the remote worksite;
- Equipment Resource requirements;
- Safety requirements;
- Supplies, costs, and liability; and

The scheduled days and hours the employee will telework. Employees participating in the Telework Program Pilot who decide they no longer want to participate may notify their supervisor or manager in writing and return to duty at the HRSSC.

Management may revoke or modify the Telework Program Pilot at any time after reasonable notice (at least two weeks) to participants. In addition, an employee's individual approval to participate in the

Telework Program Pilot may be terminated, and management may instruct the employee to return to work at the HRSSC, at any time. If such action is taken, the Union and employee will be notified of the reason for the action. Management decisions with respect to participation in the Telework Program are not subject to the grievance and arbitration procedure.

Participants who change assignments will have their approval reviewed to determine if they are able to continue in the Telework Program Pilot or must return to work in-person at the HRSSC.

Upon ending participation in the Telework Program Pilot, whether voluntarily or involuntarily, the employee will be required to return the USPS laptop and all other USPS property, whether equipment or information, in working order or face disciplinary action, civil and/or criminal penalties, and/ or responsibility for reimbursement to the Postal Service for any costs associated with the replacement or repair of unreturned, lost, stolen, or mistreated/abused equipment or information.

If an employee is separated from the USPS while participating in the Program, whether voluntarily or involuntarily, the employee will be required to return the USPS laptop and all other USPS property, whether equipment or information, in working order or face disciplinary action, civil and/or criminal penalties, and/or responsibility for reimbursement to the Postal Service for any costs associated with the replacement or repair of unreturned, lost, stolen, or mistreated/abused equipment or information.

Employees must exercise reasonable care with respect to Postal Service property and equipment entrusted to them, and the failure to do so may result in termination of telecommuting privileges and/or appropriate discipline, up to and including discharge.

Participants are expected to adhere to all Postal Service rules and regulations while working at an alternate work site. Failure to do so will result in termination of the individual's approval to participate in the Telework Program Pilot, and/or disciplinary action.

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

Re: Role of Inspection Service in Labor Relations Matters

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

The parties further acknowledge the necessity of an independent review of the facts by management prior to the issuance of disciplinary action, emergency procedures, indefinite suspensions, enforced leave or administrative actions based upon investigations conducted by the Postal Inspection Service. However, nothing in this MOU is meant to preclude or limit Postal Service management from reviewing Inspection Service documents and considering them in deciding to take any of the actions referenced above.

***

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

Re: Leave Sharing

The Postal Service will continue a Leave Sharing Program during the term of the Agreement. Under the Leave Sharing Program career employees will be able to donate annual leave from their earned annual leave account to another career employee within the Center.

In addition, without restriction as to geographic location, career Postal Service employees may donate annual leave to other family members who are career Postal Service employees. Family members shall include son or daughter, parent, and spouse as defined in ELM Section 515.2.

Single donations must be of eight (8) or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation. Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year) may not be donated, and employees may not donate leave to their immediate supervisors.

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

a. Be incapacitated for available Postal Service duties due to serious personal health conditions;

b. Be known or expected to miss at least 40 more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover; and

c. Have his or her absence approved pursuant to standard attendance policies.

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

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

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

***

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

Re: Bereavement Leave

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

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

a. Son or daughter – a biological or adopted child, stepchild, daughter-in-law or son-in-law;

b. Spouse **and parent thereof**;

c. Parent **and current spouse thereof**; **or,**

d. Sibling – brother, sister, brother-in-law or sister-in-law; or

e. Grandparent**, grandchildren, and current spouses thereof**.

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

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

***

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

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

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

a. For bone marrow, up to seven (7) days.

b. For stem cells, up to seven (7) days,

c. For blood platelets, up to seven (7) days.

d. For organs, up to thirty (30) days.

***

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

Re: Establishment and Implementation of Salary Structure

Note: *This is a one-time event applicable only to HRSSC bargaining unit employees covered by this Agreement on October 23, 2021. This one-time event is for the sole purpose of initial placement of HRSSC bargaining unit employees into the pay structure shown in Table 1 and will occur only upon initial implementation of the salary structure for this bargaining unit. This one-time event shall not apply to employees not covered by this Agreement on October 23, 2021.*

Upon initial establishment and implementation of Table 1, employees in bargaining unit jobs as of October 23, 2021, will slot into the highest step closest to their existing salary as of the effective date of

the Agreement, October 23, 2021, except employees with greater than two (2) years of service at the HRSSC, who will be eligible for a one-time advancement to a higher step, relative to their service time in the HRSSC as follows:

Years of HRSSC Service	Additional Steps
At least 2 but less than 3	1 additional step
At least 3 but less than 5	2 additional steps
5 or more years	3 additional steps

For example, an employee with two and one-half (2.5) years of service at the HRSSC and whose annual salary is $59,000 as of the effective date of this Agreement and who would initially slot into Step B based on his or her salary will be awarded one

(1) additional step based on two and one-half (2.5) HRSSC service years, resulting in the employee being placed in Step C. Likewise, if that same employee has three and one-half (3.5) HRSSC service years, the employee would receive two

(2) additional steps and be placed into Step D.

***

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

Re: Annual Leave Carryover

The parties agree that regular workforce employees covered by this Agreement may carryover a maximum of 520 hours (65 days) of accumulated annual leave from the previous leave year.

The applicable handbooks and manuals will be modified to provide revised regulations for annual leave carryover. In all other respects, the ELM provisions for payment of accumulated leave are not changed because of this Memorandum.

***

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

Re: Annual Leave Exchange Option

Beginning with the 2026 leave year, IT/AS employees covered by this Agreement will be allowed to sell back a maximum of eighty (80) hours of annual leave prior to the beginning of the leave year provided the following two (2) criteria are met:

1. The employee must be at the maximum leave carryover ceiling at the start of the leave year; and,

2. The employee must have used fewer than 75 sick leave hours in the leave year immediately preceding the year for which the leave is being exchanged.

***

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

Re: Article 21.01. Health Benefits

The method for determining the Employer biweekly contributions to the cost of employee health insurance for those HRSSC career employees enrolled in the APWU Health Plan Consumer Driven Self, Consumer Driven Self Plus One, or Consumer Driven Family options (**PSHBP** Codes **23D**, **23F**, and **23E**) shall be as follows:

A. The biweekly Employer contribution for APWU Health Plan Consumer Driven Self option, Consumer Driven Self Plus One option, or Consumer Driven Family option will be 95% of the total premium, subject to the conditions in parts B and C.

B. The limitation upon the Employer's contribution toward the APWU Health Plan Consumer Driven Self, Consumer Driven Self Plus One, and Consumer Driven Family options shall be 79% of the weighted average biweekly premiums under the **PSHBP** as determined by the Office of Personnel Management in January **2025**, January **2026**, January **2027**, January **2028**, January **2029**, and January **2030**.

C. Employees will receive the above Employer contribution in the APWU Health Plan Consumer Driven Self, Consumer Driven Self Plus One, or Consumer Driven Family plans only after those employees are first enrolled in a FEHBP plan for a period of one (1) full year. Otherwise, the Employer contribution for these employees who may choose to enroll in the APWU Health Plan Consumer Driven Self, Consumer Driven Self Plus One, or Consumer Driven Family plans shall be the same as the contribution for other plans under this Agreement.

D. The Employer contribution for the APWU High Self, High Self Plus One, and High Family Plan options (**PSHBP** Codes **23D**, **23F**, and **23E**) will be the lesser of:

   (1) The Employer share of the OPM weighted average biweekly premium in a given plan year, as provided in Article 21.01.B; or

   (2) 84.5% of the total premium for the APWU High Plan options.