



AGREEMENT

between

**National Postal Mail Handlers Union,
AFL-CIO,
A Division of the Laborers'
International Union of North America**

and

United States Postal Service

November 21, 2011 - May 20, 2016

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Notes:

1. **Bold Face Type** in the text indicates revised or new language. **Bold Face Type** in headings does not necessarily indicate change.
2. Cross-references to relevant Memorandums of Understanding and Letters of Intent are included in the text of the Agreement. The location of the cross-references is for the convenience of the reader, and in no way affects the content or intent of the Agreement, the Memorandums of Understanding, or the Letters of Intent.

PREAMBLE

This Agreement (referred to as the **2011** "Mail Handlers National Agreement") is entered into by and between the United States Postal Service (the "Employer") and the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America (the "Union").

**ARTICLE 1
UNION RECOGNITION**

Section 1.1 Recognition

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

National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America -- Mail Handlers.

Section 1.2 Exclusions

The bargaining unit set forth in Section 1 above does not include, and this Agreement does not apply to:

- A Managerial and supervisory personnel;
- B Professional employees;
- C Employees engaged in personnel work in other than a purely non-confidential clerical capacity;
- D Security guards as defined in Public Law 91-375, 1201(2);
- E All Postal Inspection Service employees;
- F Employees in the supplemental work force as defined in Article 7;
- G Rural Letter Carriers;
- H City Letter Carriers;
- I Maintenance Employees;
- J Special Delivery Messengers;
- K Motor Vehicle Employees;
- L Postal Clerks;
- M Mail Equipment Shop employees; or
- N Mail Transport Equipment Centers and Supply Center employees.

Article 1.3

Section 1.3 Facility Exclusions

This Agreement does not apply to employees who work in other employer facilities which are not engaged in customer services and mail processing, previously understood and expressed by the parties to mean mail processing and delivery, including but not limited to Headquarters, Area Offices, Postal Data Centers, Postal Service Training and Development Institute, Oklahoma Postal Training Operations, Postal Academies, Postal Academy Training Institute, Stamped Envelope Agency, Supply Centers, Mail Equipment Shops, or Mail Transport Equipment Centers and Repair Centers.

Section 1.4 Definition

Subject to the foregoing sections, this Agreement shall be applicable to all employees in the regular work force of the U.S. Postal Service, as defined in Article 7, at all present and subsequently acquired installations, facilities, and operations of the Employer, wherever located.

Section 1.5 New Positions

- A Each newly created position shall be assigned by the Employer to the national craft unit most appropriate for such position within thirty (30) days after its creation. Before such assignment of each new position the Employer shall consult with the Union for the purpose of assigning the new position to the national craft unit most appropriate for such position. The following criteria shall be used in making this determination:
 - A1 existing work assignment practices;
 - A2 manpower costs;
 - A3 avoidance of duplication of effort and "make work" assignments;
 - A4 effective utilization of manpower, including the Postal Service's need to assign employees across craft lines on a temporary basis;
 - A5 the integral nature of all duties which comprise a normal duty assignment;
 - A6 the contractual and legal obligations and requirements of the parties.
- B The Union shall be notified promptly by the Employer regarding assignments made under this provision. Should the Union dispute the assignment of the new position within thirty (30) days from the date the Union has received notification of the assign-

ment of the position, the dispute shall be subject to the provisions of the grievance and arbitration procedure provided for herein.

Section 1.6 Performance of Bargaining Unit Work

- A Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:
 - A1 in an "emergency" which is defined to mean 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;
 - A2 for the purpose of training or instruction of employees;
 - A3 to assure the proper operation of equipment;
 - A4 to protect the safety of employees; or
 - A5 to protect the property of the USPS.
- B In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 1.6A1 through 1.6A5 above or when the duties are included in the supervisor's position description.

[See Memo, page 119]

**ARTICLE 2
NON-DISCRIMINATION AND CIVIL RIGHTS**

Section 2.1 Statement of Principles

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age, or marital status. In addition, consistent with the other provisions of this Agreement, there shall be no unlawful discrimination against employees, as prohibited by the Rehabilitation Act of 1973 or the Vietnam Era Veterans' Readjustment Assistance Act of 1974.

[See Memo, page 119]

Section 2.2 Committee

Non-Discrimination and Civil Rights are proper subjects for discussion at Labor-Management Committee meetings at the national, regional/area and local levels provided in Article 38.

Article 2.3

Section 2.3 Grievances

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

Section 2.4 Dual Filing

The Union, at the national and local levels, will take affirmative steps to ensure that bargaining-unit employees are informed that they should not pursue essentially contractual matters simultaneously under the grievance and EEO processes.

The Union, at the national and local levels, will not encourage dual filing of grievances.

ARTICLE 3 MANAGEMENT RIGHTS

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

- 3.1 To direct employees of the Employer in the performance of official duties;
- 3.2 To hire, promote, transfer, assign, and retain employees in positions within the Postal Service and to suspend, demote, discharge, or take other disciplinary action against such employees;
- 3.3 To maintain the efficiency of the operations entrusted to it;
- 3.4 To determine the methods, means, and personnel by which such operations are to be conducted;
- 3.5 To prescribe a uniform dress to be worn by designated employees; and
- 3.6 To take whatever actions may be necessary to carry out its mission in emergency situations, i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 4 TECHNOLOGICAL AND MECHANIZATION CHANGES

Both parties recognize the need for improvement of mail service.

Section 4.1 Advance Notice

The Union at the national level will be informed as far in advance as practicable, but no less than 30 days in advance, of implementation of technological or mechanization changes which affect jobs including new or changed jobs in the area of wages, hours or working conditions. When major new mechanization or equipment is to be purchased and installed, the Union at the national level will be informed as far in advance as practicable, but no less than 90 days in advance.

Section 4.2 Committee

There shall be established at the national level a Joint Technological and Mechanization Changes Committee composed of an equal number of representatives of management and the union. The Committee shall meet semiannually, or as necessary, from the conceptual stage onward, to discuss any issues concerning proposed technological and mechanization changes which may affect jobs, including new or changed jobs, which affect the wages, hours, or working conditions of the bargaining unit. For example, the Postal Service will keep the Union advised concerning any research and development programs (e.g., study on robotics) which may have an effect on the bargaining unit.

In addition, the Committee shall be informed of any new jobs created by technological or mechanization changes. Where present employees are capable of being trained to perform the new or changed jobs, the Committee will discuss the training opportunities and programs which will be available. These discussions may include the availability of training opportunities for self-development beyond the new or changed jobs.

Section 4.3 Resolution of Differences

Upon receiving notice of the changes, an attempt shall be made at the national level to resolve any questions as to the impact of the proposed change upon affected employees and if such questions are not resolved within a reasonable time after such change or changes are operational, the unresolved questions may be submitted by the Union to arbitration under the grievance-arbitration procedure. Any arbitration arising under this Article will be given priority in scheduling.

Section 4.4 New Jobs

Any new job or jobs created by technological or mechanization changes shall be offered to present employees capable of being trained to perform the new or changed job and the Employer will provide such training. During training, the employee will maintain his/her rate. It is understood that the training herein referred to is on the job and not to exceed sixty (60)

Article 4.5

days. Certain specialized technical jobs may require additional and off-site training.

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

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

Section 4.5 Local Notice

The installation head or his/her designee shall notify, and upon request meet with, the appropriate local union official, as far in advance as reasonably practicable, concerning the deployment of any new locally purchased automated or mechanized equipment that will have a significant impact on mail handler duty assignments within the installation.

ARTICLE 5 PROHIBITION OF UNILATERAL ACTION

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

ARTICLE 6 LAYOFF AND REDUCTION IN FORCE

Section 6.1 General Principles

- A Each employee who is employed in the regular work force as of the date of the Award of Arbitrator James J. Healy, September 15, 1978, shall be protected henceforth against any involuntary layoff or force reduction.
 - A1 It is the intent of this provision to provide security to each such employee during his or her work lifetime.
 - A2 Members of the regular work force, as defined in Article 7 of the Agreement, include full-time regulars, part-time employees assigned to regular schedules and part-time employees assigned to flexible schedules.

Article 6.2

- B Employees who become members of the regular work force after the date of this Award, September 15, 1978, shall be provided the same protection afforded under Section 6.1A1 above on completion of six years of continuous service and having worked in at least 20 pay periods during each of the six years.
- C With respect to employees hired into the regular work force after the date of this Award and who have not acquired the protection provided under Section 6.1B above, the Employer shall have the right to effect layoffs for lack of work or for other legitimate reasons. This right may be exercised in lieu of reassigning employees under the provisions of Article 12, except as such right may be modified by agreement. Should the exercise of the employer's right to lay off employees require the application of the provisions of Chapter 35 of Title 5, United States Code, employees covered by that Chapter with less than three years of continuous civilian federal service will be treated as "career conditional" employees.

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

The following terms as to the employees' and employer's rights and the rules and procedures to be followed in the implementation of Article 6 are a part of the September 15, 1978 Final Resolution and shall be final and binding upon the parties:

[See Memo, page 121]

Section 6.2 Coverage

- A Employees Protected Against Any Involuntary Layoff or Force Reduction

Those employees who occupy full-time, part-time regular or part-time flexible positions in the regular work force (as defined in Article 7) on September 15, 1978, are protected against layoff and reduction in force during any period of employment in the regular work force with the United States Postal Service or successor organization in his or her lifetime. Such employees are referred to as "protected employees."

Other employees achieve protected status under the provisions of Section 6.2C below.

- B Employees Subject to Involuntary Layoff or Force Reduction

Except as provided in Sections 6.2A and 6.2C, all employees who enter the regular work force, whether by hire, transfer, demotion, reassignment, reinstatement, and reemployment on or after September 16, 1978, are subject to layoff or force reduction and are referred to as "non-protected employees."

Article 6.2

C Non-Protected Employees Achieving Protected Status

- C1 A non-protected employee achieves protected status upon completion of six years of continuous service in the regular work force. The service requirement is computed from the first day of the pay period in which the employee enters the regular work force. To receive credit for the year, the employee must work at least one hour or receive a call-in guarantee in lieu of work in at least 20 of the 26 pay periods during that anniversary year. Absence from actual duty for any of the following reasons will be considered as "work" solely for the purposes of this requirement:
- C1a To the extent required by law, court leave, time spent in military service covered by Chapter 43 of Title 38, or time spent on continuation of pay, leave without pay or on OWCP rolls because of compensable injury on duty.
 - C1b Time spent on paid annual leave or sick leave, as provided for in Article 10 of the Agreement.
 - C1c Leave without pay for performing Union business as provided for in Article 24 of the Agreement.
 - C1d All other unpaid leave and periods of suspension or time spent in layoff or RIF status will not be considered work. Failure to meet the 20 pay period requirement in any given anniversary year means the employee must begin a new six year continuous service period to achieve protected status.
- C2 Temporary details outside of the regular work force in which the employee's position of record remains in the regular work force count toward fulfilling the 20 pay periods of work requirement per year.
- C3 If a non-protected employee leaves the regular work force for a position outside the Postal Service and remains there more than 30 calendar days, upon return the employee begins a new service period for purposes of attaining six years continuous service.
- C4 If a non-protected employee leaves the regular work force and returns within two years from a position within the Postal Service the employee will receive credit for previously completed full anniversary years, for purposes of attaining the six years continuous service.

Section 6.3 Preconditions for Implementation of Layoff and Reduction in Force

- A The Union shall be notified at its Regional level no less than 90 days in advance of any layoff or reduction in force that an excess of employees exists or will exist at an installation and that a layoff and reduction in force may be necessary. The Employer will explain to the Union the basis for its conclusion that legitimate business reasons require the excessing and possible separation of employees.
- B No employee shall be reassigned under this Article or laid off or reduced in force unless and until that employee has been notified at least 60 days in advance that he or she may be affected by one or the other of these actions.
- C The maximum number of excess employees within an installation shall be determined by seniority unit within each category of employees (full-time, part-time regular, part-time flexible). This number determined by the Employer will be given to the Union at the time of the 90-day notice.
- D Before implementation of reassignment under this Article or, if necessary, layoff and reduction in force of excess employees within the installation, the Employer will, to the fullest extent possible, separate all casuals within the craft and minimize the amount of overtime work and part-time flexible hours in the positions or group of positions covered by the seniority unit as defined in this Agreement or as agreed to by the parties. In addition, the Employer shall solicit volunteers from among employees in the same craft within the installation to terminate their employment with the Employer. Employees who elect to terminate their employment will receive a lump sum severance payment in the amount provided by Part 435 of the Employee and Labor Relations Manual, will receive benefit coverage to the extent provided by such Manual, and, if eligible, will be given the early retirement benefits provided by Section 8336(d)(2) of Title 5, United States Code and the regulations implementing that statute.
- E No less than 20 days prior to effecting a layoff, the Employer will post a list of all vacancies in other seniority units and crafts at the same or lower level which exist within the installation and within the commuting area of the losing installation. Employees in an affected seniority unit may, within 10 days after the posting, request a reassignment under this Article to a posted vacancy. Qualified employees will be assigned to such vacancies on the basis of seniority. If a senior non-preference eligible employee within the seniority unit indicates no interest in an available reassignment, then such employee becomes exposed to layoff. A preference eligible employee within the seniority unit shall be required to accept such a reassignment to a vacancy in the same level at the installation, or, if none exists at the installa-

Article 6.4

tion, to a vacancy in the same level at an installation within the commuting area of the losing installation.

If the reassignment is to a different craft, the employee's seniority in the new craft shall be established in accordance with the applicable seniority provisions of the new craft.

Section 6.4 Layoff and Reduction in Force

A Definition

The term "layoff" as used herein refers to the separation of non-protected, non-preference eligible employees in the regular work force because of lack of work or other legitimate, nondisciplinary reasons. The term "reduction in force" as used herein refers to the separation or reduction in the grade of a non-protected veterans preference eligible in the regular work force because of lack of work or other legitimate non-disciplinary reasons.

B Order of Layoff

If an excess of employees exists at an installation after satisfaction of the preconditions set forth in Section 6.3 above, the Employer may lay off employees within their respective seniority units in inverse order of seniority as defined in the Agreement.

C Seniority Units for Purposes of Layoff

Seniority units within the categories of full-time regular, part-time regular, and part-time flexible, will consist of all non-protected persons at a given level within an established craft at an installation unless the parties agree otherwise. It is the intent to provide the broadest possible unit consistent with the equities of senior non-protected employees and with the efficient operation of the installation.

D Union Representation

Chief stewards and union stewards whose responsibilities bear a direct relationship to the effective and efficient representation of bargaining unit employees shall be placed at the top of the seniority unit roster in the order of their relative craft seniority for the purposes of layoff, reduction in force, and recall.

E Reduction in Force

If an excess of employees exists at an installation after satisfaction of the preconditions set forth in Section 6.3 above and after the layoff procedure has been applied, the Employer may implement a reduction in force as defined above. Such reduction will be conducted in accordance with statutory and regulatory

requirements that prevail at the time the force reduction is effected. Should applicable law and regulations require that other non-protected, non-preference eligible employees from other seniority units be laid off prior to reduction in force, such employees will be laid off in inverse order of their craft seniority in the seniority unit.

In determining competitive levels and competitive areas applicable in a force reduction, the Employer will submit its proposal to the Union at least 30 days prior to the reduction. The Union will be afforded a full opportunity to make suggested revisions in the proposal. However, the Employer, having the primary responsibility for compliance with the statute and regulations, reserves the right to make the final decision with respect to competitive levels and competitive areas. In making its decision with respect to competitive levels and competitive areas the Employer shall give no greater retention security to preference eligibles than to non-preference eligibles except as may be required by law.

Section 6.5 Recall Rights

- A Employees who are laid off or reduced in force shall be placed on recall lists within their seniority units and shall be entitled to remain on such lists for two years. Such employees shall keep the Employer informed of their current address. Employees on the lists shall be notified in order of craft seniority within the seniority unit of all vacant assignments in the same category and level from which they were laid off or reduced in force. Preference eligibles will be accorded no recall rights greater than non-preference eligibles except as required by law. Notice of vacant assignments shall be given by certified mail, return receipt requested, and a copy of such notice shall be furnished to the local union president. An employee so notified must acknowledge receipt of the notice and advise the Employer of his or her intentions within 5 days after receipt of the notice. If the employee accepts the position offered he or she must report for work within 2 weeks after receipt of notice. If the employee fails to reply to the notice within 5 days after the notice is received or delivery cannot be accomplished, the Employer shall offer the vacancy to the next employee on the list.

If an employee declines the offer of a vacant assignment in his or her seniority unit or does not have a satisfactory reason for failure to reply to a notice, the employee shall be removed from the recall list.

- B An employee reassigned from a losing installation pursuant to Section 6.3E above and who has retreat rights shall be entitled under this Article to exercise those retreat rights before a vacancy is offered to an employee on the recall list who is junior to the reassigned employee in craft seniority.

Article 6.6

Section 6.6 Protective Benefits

A Severance Pay

Employees who are separated because of a layoff or reduction in force shall be entitled to severance pay in accordance with Part 435 of the Employee and Labor Relations Manual.

B Health and Life Insurance Coverage

Employees who are separated because of a layoff or a reduction in force shall be entitled to the health insurance and life insurance coverage and to the conversion rights provided for in the Employee and Labor Relations Manual.

Section 6.7 Union Representation Rights

A The interpretation and application of the provisions of this Article shall be grievable under Article 15. Any such grievance may be introduced at the Regional/Area (i.e., Step 3) level and shall be subject to priority arbitration.

B The Employer shall provide to the Union a quarterly report on all reassignments, layoff and reductions in force made under this Article.

C Preference eligibles are not deprived of whatever rights of appeal such employees may have under applicable laws and regulations. However, if an employee exercises these appeal rights, the employee thereby waives access to any procedure under this agreement beyond Step 3 of the grievance-arbitration procedure.

Section 6.8 Intent

The Employer shall not lay off, reduce in force, or take any other action against a non-protected employee solely to prevent the attainment by that employee of protected status.

ARTICLE 7 EMPLOYEE CLASSIFICATIONS

Section 7.1 Definition and Use

A Regular Work Force

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

A1 Full-Time

Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules consisting of five (5) eight (8) hour days in a service week.

A2 Part-Time

Employees in this category shall be hired pursuant to such procedures as the Employer may establish and shall be assigned to regular schedules of less than forty (40) hours in a service week, or shall be available to work flexible hours as assigned by the Employer during the course of a service week.

B Supplemental Work Force

1. The Supplemental work force shall be comprised of casual employees. **Casual employees in all postal installations may be hired for a term not to exceed 360 calendar days per appointment.**

2. During the course of a service week, the Employer will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight time rate prior to assigning such work to casuals. The number of casuals who may be employed in any accounting period, other than the two (2) accounting periods per fiscal year identified as set forth below, shall not exceed 5.0%, on an installation basis, of the total number of **career** employees covered by this Agreement. The Employer shall notify the Union, at the National level and at the appropriate installation, of which two (2) accounting periods in each fiscal year during which it may exceed the 5.0% limitation in that installation; such notice will be provided at least six (6) months in advance of the beginning date of the affected accounting period(s). The Employer will provide the Union at the installation level with an accounting period report listing the number of mail handler casuals at each installation. This report will be provided within fourteen (14) days of the close of the accounting period. In the event that the Employer exceeds the 5.0% limitation, a remedy, if any, will be determined by the individual facts and on a case-by-case basis.

[See Letters, pages 122-124]

C Mail Handler Assistant Employees (MHAs)

1. **The Mail Handler Assistant (MHA) employee work force shall be comprised of noncareer bargaining unit employees.**

Article 7.2

2. During the course of a service week, in postal installations with less than 200 man years of employment, the Employer will make every effort to ensure that qualified and available part-time flexible employees, if there are any in the installation, are utilized at the straight-time rate prior to assigning such work to MHAs and/or casuals, provided that the reporting guarantee for MHAs is met. This sentence also shall apply to larger installations during the limited period in which they continue to employ part-time flexible employees.

3. The total number of MHAs within a district will not exceed 15.0% of the total number of career mail handlers in that district, but not more than 20% in any installation. The Employer will provide the Union at the National level with an accounting period report listing the number of mail handler MHAs at each installation and in each district. This report will be provided within fourteen (14) days of the close of the accounting period. In the event that the Employer exceeds the 15% limitation by district, or the 20% limitation by installation, a remedy, if any, will be determined by the individual facts and on a case-by-case basis.

4. Any non-NPMHU bargaining unit employee on light or limited duty in the mail handler craft or on a rehabilitation assignment in the mail handler craft who does not hold a bid assignment will not be counted as a career employee for the purpose of determining the number of MHAs who may be employed in the mail handler craft.

5. MHAs shall be hired from an appropriate register pursuant to such procedures as the Employer may establish. They will be hired for terms of 360 calendar days per appointment. Such employees have no daily or weekly work hour guarantees. MHAs will have a break in service of 5 days if reappointed. In addition, any MHA who is scheduled to work and who reports to work in an installation with 200 or more man years of employment shall be guaranteed four (4) hours of work or pay. MHAs at smaller installations will be guaranteed two (2) hours work or pay.

[See Memo, page 125]

Section 7.2 Employment and Work Assignments

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

- A1 All available work within each separate craft by tour has been combined.
- A2 Work of different crafts in the same wage level by tour has been combined.
- B The appropriate representatives of the affected Unions will be informed in advance of the reasons for establishing the combination full-time assignments within different crafts in accordance with this Article.
- C In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours of the employee's basic work schedule.
- D During exceptionally heavy workload periods for one occupational group, employees in an occupational group experiencing a light workload period may be assigned to work in the same wage level, commensurate with their capabilities, to the heavy workload area for such time as management determines necessary.

[See Memo, page 133]

Section 7.3 Employee Complements

No later than 180 days after the issuance of this arbitration award, all existing Part-Time Flexible (PTF) employees in postal installations which have 200 or more man years of employment will be converted to full-time regular status, and thus there will no longer be PTF employees working in the mail handler craft in such installations.

The number of part-time regular mail handlers who may be employed in any period in a particular installation shall not exceed 6% of the total number of **career** employees in that installation covered by this Agreement.

In smaller installations with part-time flexible employees, the Employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules. A part-time flexible employee working eight (8) hours within ten (10), on the same five (5) days each week over a six-month period will demonstrate the need for converting the assignment to a full-time position.

[See Memos, page 134]

Article 8.1

ARTICLE 8 HOURS OF WORK

Section 8.1 Work Week

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

Section 8.2 Work Schedules

- A The employee's service week shall be a calendar week beginning at 12:01 a.m. Saturday and ending at 12 midnight the following Friday.
- B The employee's service day is the calendar day on which the majority of work is scheduled. Where the work schedule is distributed evenly over two calendar days, the service day is the calendar day on which such work schedule begins.
- C The employee's normal work week is five (5) service days, each consisting of eight (8) hours, within ten (10) consecutive hours, except as provided in Section 8.1 of this Article. As far as practicable the five days shall be consecutive days within the service week.

Section 8.3 Exceptions

Section 8.2C above shall not apply to part-time employees.

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

MHAs will be scheduled in accordance with Section 2, A and B of this Article.

Section 8.4 Overtime Work

- A Overtime pay is to be paid at the rate of one and one-half (1 1/2) times the basic hourly straight time rate.
- B Overtime shall be paid to employees for work performed only after eight (8) hours on duty in any one service day or forty (40) hours in any one service week. Nothing in this Section shall be construed by the parties or any reviewing authority to deny the

payment of overtime to employees for time worked outside of their regularly scheduled work week at the request of the Employer.

- C Wherever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the employee's applicable rates shall apply.
- D The parties to this Agreement recognize that sustained and excessive levels of overtime, particularly where it is being worked by non-volunteers, are not ultimately beneficial to the Postal Service or the employees. The subject of sustained and excessive overtime, where it is being worked by non-volunteers, is a proper topic for discussion at Local and Regional/Area Labor Management Committee meetings. The parties will meet to discuss particular problem areas and to identify appropriate avenues of resolution. In addition, any disputes on this subject may be processed through the Grievance-Arbitration procedure in accordance with Article 15.
- E **Overtime Work for MHAs**

MHAs shall be paid overtime for work performed in excess of forty (40) work hours in any one service week. Overtime pay for MHAs is to be paid at the rate of one and one-half (1-1/2) times the basic hourly straight time rate.

When an opportunity exists for overtime for qualified and available full-time employees, doing similar work in the work location where the employees regularly work, prior to utilizing an MHA in excess of eight (8) work hours in a service day or forty (40) hours in a service week, such qualified and available full-time employees on the appropriate Overtime Desired List will be selected to perform such work in order of their seniority on a rotating basis.

Section 8.5 Overtime Assignments

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

- A Two weeks (i.e., 14 calendar days) prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list. Every full-time regular employee shall have the opportunity to put his/her name on the "Overtime Desired" list, even though he/she may be on leave during the signing up period for that quarter.

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Newly converted full-time employees may place their names on the "Overtime Desired" list within the two weeks (i.e., 14 calendar days) following the date upon which they are converted to full-time. Said placement on the list shall be effective on the next calendar day.

Employees on the "Overtime Desired" list from the previous quarter shall have their names automatically placed on the list for the next quarter, and their names shall remain on the list unless they provide the Employer with written notice of their desire to remove their names from the list.

- B Lists will be established by section and/or tour in accordance with Article 30, Local Implementation.
- C When during the quarter the need for overtime arises, full-time regular employees with the necessary skills having listed their names will be selected in order of their seniority on a rotating basis. Those absent, or on leave shall be passed over. In addition, employees whose guarantee exceeds the overtime requirement shall be passed over (e.g., an employee on a nonscheduled day would not be called in to perform 2 hours of overtime work); unless such guarantee is modified by the provisions of Section 8.8 concerning early release. Full-time regular employees on the "Overtime Desired" list may be required to work up to twelve (12) hours in a day. In addition, at the discretion of the Employer, "Overtime Desired" list employees may volunteer to work beyond twelve (12) hours in a day.
- D If the voluntary "Overtime Desired" list does not provide sufficient available and qualified people, the Employer shall assign other employees to the extent needed. When assigning such employees, the Employer shall first utilize qualified and available full-time employees, in order of seniority, who have volunteered to work the required overtime after their scheduled tour for that day only or who have volunteered to work their nonscheduled day(s). Employees shall volunteer for overtime assignments after their scheduled tour for that day only by signing their name and indicating their seniority date, within the first two (2) hours of their scheduled tour of duty, on a daily "Full-Time Volunteer" list maintained in each work section on the workroom floor. The daily "Full-Time Volunteer" list shall be applied in a manner consistent with the application of the "Overtime Desired" list within the installation. Employees shall volunteer for overtime assignments on their nonscheduled days by signing their name and indicating their nonscheduled days and their seniority date on a Full-Time Volunteer list that is posted in each work section at the beginning of the service week (i.e., on Saturday) and must be signed by Tuesday of the service week prior to that being volunteered for. Such full-time employee volunteers shall work the required overtime, as directed by management. The Employer shall have the discretion to limit these volunteer employees from working beyond ten (10) hours in a

day. There shall not be any penalty for errors by the Employer in applying either of these "Full-Time Volunteer" lists.

If additional employees are still needed after application of the above, the Employer shall assign other employees as needed. To the extent practicable, an effort will be made to schedule available and qualified part-time flexibles and casuals for such overtime work prior to requiring full-time employees not on the "Overtime Desired" list or "Full-Time Volunteer" lists to work such overtime. If qualified full-time regular employees not on the "Overtime Desired" list or either of the volunteer lists are required to work overtime, it shall be on a rotating basis with the first opportunity assigned to the junior employee.

- E Exceptions to .5C and .5D above if requested by the employee may be approved by local management in exceptional cases based on equity (e.g., anniversaries, birthdays, illness, deaths).
- F Excluding December, only in an emergency situation will a full-time regular employee not on the "Overtime Desired" list be required to work over ten (10) hours in a day or over six (6) days in a week.

[See Memos, pages 135, 136]

Section 8.6 Sunday Premium Payment

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

Section 8.7 Night Shift Differential

For time worked between the hours of 6:00 p.m. and 6:00 a.m. career employees shall be paid additional compensation at the applicable flat dollar amount at each pay grade and step in accordance with **Tables Three and Four**, attached.

Section 8.8 Guarantees

An employee called in outside the employee's regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof where less than four (4) hours of work is available. Such guaranteed minimum shall not apply to an employee called in who continues working on into the employee's regularly scheduled shift. When a full-time regular employee is called in on the employee's non scheduled day, the employee will be guaranteed eight hours work or pay in lieu thereof. This guarantee will be waived if the employee, with the concur-

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rence of the Union and approval of Management, requests to be released early. The Employer will guarantee all employees at least four (4) hours work or pay on any day they are requested or scheduled to work in a post office or facility with 200 or more man years of employment per year. All employees at other post offices and facilities will be guaranteed two (2) hours work or pay when requested or scheduled to work.

Any MHA who is scheduled to work and who reports to work in an installation with 200 or more man years of employment shall be guaranteed four (4) hours of work or pay. MHAs at smaller installations will be guaranteed two (2) hours work or pay.

Section 8.9 Wash Up Time

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

ARTICLE 9 SALARIES AND WAGES

Section 9.1 Basic Annual Salary

Employees with career appointments before February 15, 2013 shall be paid and earn step increases according to the rates and waiting periods described in Section 9.2A and outlined in Table One.

Employees with career appointments on or after February 15, 2013 shall be paid and earn step increases according to the rates and waiting periods described in Section 9.2B and outlined in Table Two.

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

Effective November 16, 2013 – the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.0% of the basic annual salary for the grade and step in effect on February 15, 2013.

Effective November 15, 2014 – the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.5% of the basic annual salary for the grade and step in effect on February 15, 2013.

Effective November 14, 2015 – the basic annual salary for each grade and step of Table One and Table Two shall be increased by an amount equal to 1.0% of the basic annual salary for the grade and step in effect on February 15, 2013.

Section 9.2 Step Progression

A. Table One – Career Appointments Before February 15, 2013

The step progression for the Mail Handler Salary Schedule on Table One shall be as follows:

Grades 4, 5		Waiting Period
From Step	To Step	(in weeks)
AA	A	88
A	B	88
B	C	88
C	D	44
D	E	44
E	F	44
F	G	44
G	H	44
H	I	44
I	J	44
J	K	34
K	L	34
L	M	26
M	N	26
N	O	24
O	P	24

Grade 6		Waiting Period
From Step	To Step	(in weeks)
A	B	96
B	C	96
C	D	44
D	E	44

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E	F	44
F	G	44
G	H	44
H	I	44
I	J	44
J	K	34
K	L	34
L	M	26
M	N	26
N	O	24
O	P	24

B. Table Two – Career Appointments On or After the Effective Date of the Award, February 15, 2013

The step progression for the Mail Handler Salary Schedule on **Table Two** shall be as follows:

Grades 4, 5		Waiting Period
From Step	To Step	(in weeks)
BB	AA	52
AA	A	52
A	B	52
B	C	52
C	D	52
D	E	52
E	F	52
F	G	52
G	H	52
H	I	52
I	J	52
J	K	52
K	L	52
L	M	52
M	N	52
N	O	52
O	P	52

Section 9.3 Cost of Living Adjustment

A Definitions

1. "Consumer Price Index" refers to the "National Consumer Price Index for Urban Wage Earners and Clerical Workers," published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and referred to herein as the "Index."
2. "Consumer Price Index Base" refers to the Consumer Price Index for the month of **July 2012** and is referred to herein as the "Base Index."

B Effective Dates of Adjustment

Each **eligible** employee covered by this Agreement shall receive cost-of-living adjustments, upward, in accordance with the formula in 4.C, below, effective on the following dates:

- **January 2013** - the second full pay period after the release of the **January 2014** Index

- **July 2013** - the second full pay period after the release of the **July 2014** Index

- **January 2014** - the second full pay period after the release of the **January 2014** Index

- **July 2014** - the second full pay period after the release of the **July 2014** Index

- **January 2015** - the second full pay period after the release of the **January 2015** Index

- **July 2015** - the second full pay period after the release of the **July 2015** Index

- **January 2016** - the second full pay period after the release of the **January 2016** Index

- #### C
- The basic salary schedule provided for in **Table One and Step P of Table Two** of this Agreement shall be increased 1 cent per hour for each full 0.4 of a point increase in the applicable Index above the Base Index. For example, if the increase in the Index from **July 2012** to **January 2013** is 1.2 points, all pay scales for employees covered by this Agreement will be increased by 3 cents per hour. In no event will a decline in the Index below the Base Index result in a decrease in the pay scales provided for in this Agreement. **Steps BB through O in the basic salary schedules provided for in Table Two of this Agreement shall**

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receive COLAs calculated using the formula in this paragraph, adjusted proportionally as reflected in Table Two.

- D 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 4.B., above.
- F If during the life of this Agreement, the BLS ceases to make available the CPI-W (1967=100), the parties agree to use the CPI-W (1982-84=100) at such time as BLS ceases to make available the CPI-W (1967=100). At the time of change to the CPI-W (1982-84=100), the cost-of-living formula in Section 9.4.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 9.4 Application of Salary Rates

Except as provided in this Article, the Employer shall continue the current application of salary rates for the duration of this Agreement.

Section 9.5 Granting Step Increases

Except as provided in this Article, the Employer will continue the program on granting step increases for the duration of this Agreement.

Section 9.6 Protected Salary Rates

- A The Employer shall continue the current salary rate protection program for the duration of this Agreement.
- B Employees who qualify for "saved grade" will receive "saved grade" for an indefinite period of time subject to the conditions contained in Article 4.4.

[See Memo, page 136]

Section 9.7 Mail Handler Assistant Employees

The hourly rates for MHAs shall be adjusted by the general increases provided for in Article 9.1. In addition, MHAs will receive the following wage adjustments:

Effective November 16, 2013, the hourly rates for all grades shall be increased by 1.0%.

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Effective November 15, 2014, the hourly rates for all grades shall be increased by 1.0%.

Effective November 14, 2015, the hourly rates for all grades shall be increased by 1.5%.

All percentage increases are applied to the wage rates in effect at the beginning of the contract.

[See Memo, page 125]

Table One
Mail Handlers (RSC M) Schedule
 Full-Time Annual Basic Rates
 Effective February 15, 2013

RSC M1 (NPMHU)																		
M												MOST PREV.						
GRADE	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	STEP
4	32,973	37,347	42,845	45,446	49,271	49,577	49,893	50,197	50,511	50,819	51,136	51,441	51,754	52,063	52,373	52,681	52,984	313
5	34,519	38,895	44,769	47,440	50,023	50,357	50,696	51,021	51,358	51,696	52,028	52,359	52,690	53,029	53,364	53,693	54,027	339
6		40,541	46,813	48,193	50,835	51,166	51,561	51,924	52,287	52,652	53,010	53,373	53,740	54,100	54,461	54,823	55,188	365
Part-Time Flexible Employees - Hourly Basic Rates																		
4	16.49	18.67	21.42	22.72	24.64	24.79	24.95	25.10	25.26	25.41	25.57	25.72	25.88	26.03	26.19	26.34	26.50	
5	17.26	19.45	22.38	23.72	25.01	25.18	25.35	25.51	25.68	25.85	26.01	26.18	26.35	26.51	26.68	26.85	27.01	
6		20.27	23.41	24.10	25.42	25.69	25.78	25.96	26.14	26.33	26.51	26.69	26.87	27.05	27.23	27.41	27.59	
Part-Time Regular Employees - Hourly Basic Rates																		
4	15.85	17.96	20.80	21.85	23.69	23.84	23.99	24.13	24.28	24.43	24.58	24.73	24.88	25.03	25.18	25.33	25.48	
5	16.60	18.70	21.52	22.81	24.05	24.21	24.37	24.53	24.69	24.85	25.01	25.17	25.33	25.49	25.66	25.81	25.97	
6		19.49	22.51	23.17	24.44	24.61	24.79	24.96	25.14	25.31	25.49	25.66	25.84	26.01	26.18	26.36	26.53	
Step Increase Waiting Periods (in Weeks)																		
Steps (From-To)	AA-A	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O	O-P	Years	
Grades 4 - 5	88	88	88	44	44	44	44	44	44	44	34	34	26	25	24	24	14.2	
Grade 6		56	96	44	44	44	44	44	44	44	34	34	26	25	24	24	12.8	

NOTE:

Table Two
Mail Handlers (RSC M) Schedule
 Full-Time Annual Basic Rates
 Effective February 15, 2013

RSC M7 (NPMHU)																			
M	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	PREV.	
GRADE	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	STEP
4	30,435	31,762	33,089	34,416	35,743	37,070	38,397	39,724	41,051	42,378	43,705	45,032	46,359	47,686	49,013	50,340	51,667	52,994	1,327
5	31,859	33,163	34,467	35,771	37,075	38,379	39,683	40,987	42,291	43,595	44,899	46,203	47,507	48,811	50,115	51,419	52,723	54,027	1,304
Part-Time Flexible Employees - Hourly Basic Rates																			
4	15.22	15.88	16.54	17.21	17.87	18.54	19.20	19.86	20.53	21.19	21.85	22.52	23.18	23.84	24.51	25.17	25.83	26.50	
5	15.93	16.68	17.23	17.89	18.54	19.19	19.84	20.49	21.15	21.80	22.45	23.10	23.75	24.41	25.06	25.71	26.36	27.01	
Part-Time Regular Employees - Hourly Basic Rates																			
4	14.63	15.27	15.91	16.55	17.18	17.82	18.46	19.10	19.74	20.37	21.01	21.65	22.29	22.93	23.56	24.20	24.84	25.48	
5	15.32	15.94	16.57	17.20	17.82	18.45	19.08	19.71	20.33	20.96	21.59	22.21	22.84	23.47	24.09	24.72	25.35	25.97	
Proportional COLA Ratio																			
4	57.5%	60.0%	62.5%	65.0%	67.5%	70.0%	72.5%	75.0%	77.5%	80.0%	82.5%	85.0%	87.5%	90.0%	92.5%	95.0%	97.5%	100%	
5	57.5%	60.0%	62.5%	65.0%	67.5%	70.0%	72.5%	75.0%	77.5%	80.0%	82.5%	85.0%	87.5%	90.0%	92.5%	95.0%	97.5%	100%	
Step Increase Waiting Periods (In Weeks)																			
Steps (From-To)	BB-AA	AA-A	A-B	B-C	C-D	D-E	E-F	F-G	G-H	H-I	I-J	J-K	K-L	L-M	M-N	N-O	O-P	Years	
Grades 4-5	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	52	17.0	

Mail Handlers Schedule	
Mail Handler Assistant (MHA)	
Hourly Rates	
Effective February 16, 2013	
RSC M4 (NPMHU)	
MH Grade	
4	13.75
5	14.50

Table Three																	
Mail Handlers (RSC M) Schedule																	
Night Shift Differential Hourly Rates																	
Effective February 15, 2013																	
RSC M1 (NPMHU)																	
Full-Time Employees																	
GRADE	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
4	\$0.90	\$1.02	\$1.22	\$1.31	\$1.45	\$1.46	\$1.48	\$1.49	\$1.50	\$1.51	\$1.52	\$1.53	\$1.54	\$1.55	\$1.56	\$1.58	\$1.59
5	\$0.95	\$1.07	\$1.29	\$1.39	\$1.48	\$1.49	\$1.50	\$1.52	\$1.53	\$1.54	\$1.55	\$1.56	\$1.58	\$1.59	\$1.60	\$1.61	\$1.62
6		\$1.13	\$1.36	\$1.41	\$1.51	\$1.52	\$1.54	\$1.55	\$1.56	\$1.57	\$1.59	\$1.60	\$1.61	\$1.63	\$1.64	\$1.65	\$1.66
7		\$1.15	\$1.39	\$1.44	\$1.54	\$1.56	\$1.57	\$1.58	\$1.60	\$1.61	\$1.63	\$1.64	\$1.65	\$1.67	\$1.68	\$1.70	\$1.71
Part-Time Flexible Employees																	
4	\$0.92	\$1.05	\$1.26	\$1.36	\$1.50	\$1.52	\$1.53	\$1.54	\$1.55	\$1.56	\$1.57	\$1.59	\$1.60	\$1.61	\$1.62	\$1.63	\$1.64
5	\$0.98	\$1.11	\$1.34	\$1.44	\$1.53	\$1.55	\$1.56	\$1.57	\$1.58	\$1.60	\$1.61	\$1.62	\$1.63	\$1.65	\$1.66	\$1.67	\$1.68
6		\$1.17	\$1.41	\$1.46	\$1.56	\$1.58	\$1.59	\$1.60	\$1.62	\$1.63	\$1.65	\$1.66	\$1.67	\$1.69	\$1.70	\$1.71	\$1.72
7		\$1.19	\$1.44	\$1.49	\$1.60	\$1.61	\$1.63	\$1.64	\$1.66	\$1.67	\$1.68	\$1.70	\$1.71	\$1.73	\$1.74	\$1.76	\$1.77
Part-Time Regular Employees																	
4	\$0.90	\$1.02	\$1.22	\$1.31	\$1.45	\$1.46	\$1.48	\$1.49	\$1.50	\$1.51	\$1.52	\$1.53	\$1.54	\$1.55	\$1.56	\$1.58	\$1.59
5	\$0.95	\$1.07	\$1.29	\$1.39	\$1.48	\$1.49	\$1.50	\$1.52	\$1.53	\$1.54	\$1.55	\$1.56	\$1.58	\$1.59	\$1.60	\$1.61	\$1.62
6		\$1.13	\$1.36	\$1.41	\$1.51	\$1.52	\$1.54	\$1.55	\$1.56	\$1.57	\$1.59	\$1.60	\$1.61	\$1.63	\$1.64	\$1.65	\$1.66
7		\$1.15	\$1.39	\$1.44	\$1.54	\$1.56	\$1.57	\$1.58	\$1.60	\$1.61	\$1.63	\$1.64	\$1.65	\$1.67	\$1.68	\$1.70	\$1.71

Table Four																		
Mail Handlers (RSC M) Schedule																		
Night Shift Differential Hourly Rates																		
Effective February 15, 2013																		
RSC M7 (NPMHU)																		
Full-Time Employees																		
GRADE	BB	AA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
4	\$0.90	\$0.94	\$0.98	\$1.02	\$1.06	\$1.10	\$1.14	\$1.18	\$1.22	\$1.27	\$1.31	\$1.35	\$1.39	\$1.43	\$1.47	\$1.51	\$1.55	\$1.59
5	\$0.95	\$0.99	\$1.03	\$1.07	\$1.11	\$1.15	\$1.19	\$1.23	\$1.27	\$1.30	\$1.34	\$1.38	\$1.42	\$1.46	\$1.50	\$1.54	\$1.58	\$1.62
Part-Time Flexible Employees																		
4	\$0.92	\$0.96	\$1.00	\$1.05	\$1.09	\$1.13	\$1.17	\$1.22	\$1.26	\$1.30	\$1.34	\$1.39	\$1.43	\$1.47	\$1.51	\$1.56	\$1.60	\$1.64
5	\$0.98	\$1.02	\$1.06	\$1.10	\$1.14	\$1.19	\$1.23	\$1.27	\$1.31	\$1.35	\$1.39	\$1.43	\$1.47	\$1.52	\$1.56	\$1.60	\$1.64	\$1.68
Part-Time Regular Employees																		
4	\$0.90	\$0.94	\$0.98	\$1.02	\$1.06	\$1.10	\$1.14	\$1.18	\$1.22	\$1.27	\$1.31	\$1.35	\$1.39	\$1.43	\$1.47	\$1.51	\$1.55	\$1.59
5	\$0.95	\$0.99	\$1.03	\$1.07	\$1.11	\$1.15	\$1.19	\$1.23	\$1.27	\$1.30	\$1.34	\$1.38	\$1.42	\$1.46	\$1.50	\$1.54	\$1.58	\$1.62

Mail Handlers Schedule	
Mail Handler Assistant (MHA)	
Night Differential Hourly Rates	
Effective February 15, 2013	
RSC M4 (NPMHU)	
MH Grade	
4	\$0.90
5	\$0.95

Article 10.1

ARTICLE 10 LEAVE

Section 10.1 Funding

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

Section 10.2 Leave Regulations

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

B. Career employees will be given preference over noncareer employees when scheduling annual leave. This preference will take into consideration that scheduling is done on a tour-by-tour basis and that employee skills are a determining factor in this decision.

C. Article 30 of the National Agreement and Local Memoranda of Understanding provisions do not apply to MHAs, except as specifically referenced in the 2011 National Agreement and as follows: During the local implementation period, the parties may agree to include provisions in the local memoranda of understanding to permit MHAs to apply for annual leave during choice vacation periods, as defined in Article 10 of the National Agreement. Granting leave under such provisions must be contingent upon the MHA having a leave balance of at least forty (40) hours.

[See Memos, pages 137-141]

Section 10.3 Choice of Vacation Period

- A It is agreed to establish a nationwide program for vacation planning for employees in the regular work force with emphasis upon the choice vacation period(s) or variations thereof.
- B Care shall be exercised to assure that no employee is required to forfeit any part of such employee's annual leave.
- C The parties agree that the duration of the choice vacation period(s) in all postal installations shall be determined pursuant to local implementation procedures.
- D Annual leave shall be granted as follows:
 - D1 Employees who earn 13 days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of annual leave,

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not to exceed ten (10), shall be at the option of the employee.

- D2 Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.
- D3 The subject of whether an employee may at the employee's option request two (2) selections during the choice period(s), in units of either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.
- D4 The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.
- E The vacation period shall start on the first day of the employee's basic work week. Exceptions may be granted by agreement among the employee, the Union representative and the Employer.
- F An employee who is called for jury duty during the employee's scheduled choice vacation period or who attends a National, State, or Regional Convention (Assembly) during the choice vacation period is eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacation.

Section 10.4 Vacation Planning

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

- A The Employer shall, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.
- B The installation head shall meet with the representative of the Union to review local service needs as soon after January 1 as practical. The installation head shall then:
 - B1 Determine the amount of annual leave accrued to each employee's credit including that for the current year and the amount expected to be taken in the current year.
 - B2 Determine a final date for submission of applications for vacation period(s) of the employee's choice during the choice vacation period(s).

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- B3 Provide official notice to each employee of the vacation schedule approved for each employee.
- C A procedure in each office for submission of applications for annual leave for periods other than the choice period may be established pursuant to the implementation procedure above.
- D All advance commitments for granting annual leave must be honored except in serious emergency situations.

Section 10.5 Implementation of the Leave Program

- A If, at the end of the local implementation period provided for in this Agreement, the local parties have not reached agreement on the length of the choice vacation period, the choice vacation period will be 23 consecutive weeks commencing on the last Saturday in April unless the local parties agree to another starting date. The 23 weeks shall include military leave and union leave for conventions and conferences. The method of selecting vacations shall be determined locally.
- B The vacation sign up list, after the initial sign up period, shall be maintained at a location accessible to employees.
- C After the initial sign up period is completed and vacant weeks still exist on the vacation sign up list, requests for any of these vacant weeks shall be handled as follows:
 - C1 The installation head will honor all requests for vacant weeks which are submitted seven (7) days in advance of the leave period.
 - C2 The installation head will make every effort to grant requests for vacant weeks submitted less than seven (7) days in advance of the leave period.
- D The installation head's policy in handling requests for emergency leave shall be made known to all employees and the Union. The installation head will consider each such request on the merits of the individual situation. The installation head shall post on the bulletin board the appropriate phone number to call by tour when an emergency arises.

Section 10.6 Sick Leave

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

- A Credit employees with sick leave as earned.

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- B Charge to annual leave or leave without pay (at employee's option) approved absence for which employee has insufficient sick leave
- C Employees becoming ill while on annual leave may have leave charged to sick leave upon request.
- D Unit Charges for Sick Leave and Annual Leave shall be in minimum units of one hundredth of an hour (.01).
- E For periods of absence of three (3) days or less, a supervisor may accept an employee's certification as reason for an absence.
- F Employees may utilize annual and sick leave in conjunction with leave without pay, subject to the approval of the leave in accordance with normal leave approval procedures. The Employer is not obligated to approve such leave for the last hour of the employee's scheduled workday prior to and/or the first hour of the employee's scheduled workday after a holiday.

[See Memos, pages 140-141]

ARTICLE 11 HOLIDAYS

Section 11.1 Holidays Observed

The following ten (10) days shall be considered holidays for full-time and part-time regular schedule employees, hereinafter referred to in this Article as "employees":

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

Section 11.2 Eligibility

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

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Section 11.3 Payment

- A An employee shall receive holiday pay at the employee's base hourly straight time rate for a number of hours equal to the employee's regular daily working schedule, not to exceed eight (8) hours. In addition, as provided for in Section 4 below, employees who work their holiday may, at their option, elect to have their annual leave balance credited with up to eight (8) hours of annual leave in lieu of holiday leave pay.
- B Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on the employee's holiday.

Section 11.4 Holiday Work

- A An employee required to work on a holiday other than Christmas shall be paid the base hourly straight time rate for each hour worked up to eight (8) hours. In addition, employees who work their holiday may, at their option, elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive holiday pay to which the employee is entitled as above described at Section 3A.
- B An employee required to work on Christmas shall be paid one and one-half (1½) times the base hourly straight time rate for each hour worked. In addition, employees who work their holiday may, at their option, elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive holiday pay to which the employee is entitled as above described at Section 3A.
- C Deferred holiday leave credited as annual leave, in accordance with Section 4.A or 4.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 11.5 Holiday on Non-Work Day

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

Section 11.6 Holiday Schedule

- A The Employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of twelve noon (i.e., 12:00 p.m.) on the Tuesday preceding the service week in which the holiday falls. As many full-time and part-time regular schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday.
- B Employees shall be selected to work on a holiday within each category in the following order:
 - B1 Casuals, even if overtime is required.
 - B2 All available and qualified part-time flexible employees, even if overtime is required.
 - B3 Full and part-time regular employees, in order of seniority who have volunteered to work on the holiday or the day designated as their holiday when such day is part of their regular work schedule. These employees would be paid at the applicable straight time rate.
 - B4 MHAs, as specified below in Subsection D.**
 - B5 Full-time and part-time regular employees, in order of seniority, who have volunteered to work on a holiday or day designated as a holiday whose schedule does not include that day as a scheduled workday. Full-time employees would be paid at the applicable overtime rate.
 - B6 Full-time and part-time regular employees in inverse order of seniority who have not volunteered to work on the holiday or day designated as a holiday when such day is part of their regular work schedule. These employees would be paid at the applicable straight time rate.
 - B7 Full-time and part-time regular employees in inverse order of seniority who have not volunteered to work on the holiday or day designated as a holiday and would be working on what otherwise would be their non-scheduled workday. Full-time employees would be paid at the applicable overtime rate.
- C An employee scheduled to work on a holiday who does not work shall not receive holiday pay, unless such absence is based on an extreme emergency situation and is excused by the Employer.

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D Mail Handler Assistant Employees

MHAs will be scheduled for work on a holiday or designated holiday after all full-time or part-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or non-volunteers being scheduled to work a nonscheduled day or any full-time non-volunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the Local Memorandum of Understanding will apply.

[See Memo, page 142]

Section 11.7 Holiday Part-Time Employee

A part-time flexible schedule employee shall not receive holiday pay as such. The employee shall be compensated for the ten (10) holidays by basing the employee's regular straight time hourly rate on the employee's annual rate divided by 2,000 hours. For work performed on December 25, a part-time flexible schedule employee shall be paid in addition to the employee's regular straight time hourly rate, one-half (½) times the employee's regular straight time hourly rate for each hour worked up to eight (8) hours.

ARTICLE 12

PRINCIPLES OF SENIORITY POSTING AND REASSIGNMENTS

Section 12.1 Probationary Period

- A The probationary period for a new employee shall be ninety (90) calendar days. The Employer shall have the right to separate from its employ any probationary employee at any time during the probationary period and these probationary employees shall not be permitted access to the grievance procedure in relation thereto.
- B The parties recognize that the failure of the Employer to discover a falsification by an employee in the employment application prior to the expiration of the probationary period shall not bar the use of such falsification as a reason for discharge.
- C When an employee completes the probationary period, seniority will be computed in accordance with this Agreement as of the initial day of full-time or part-time employment.

- D When an employee who is separated from the Postal Service for any reason is re-hired, the employee shall serve a new probationary period. If the separation was due to disability, the employee's seniority shall be established in accordance with Section 12.2, if applicable.
- E **MHAs who successfully complete at least two successive 360-day terms will not serve a probationary period when hired for a career appointment, provided such career appointment directly follows an MHA appointment.**

Section 12.2 Principles of Seniority

A Introduction

- A1 The United States Postal Service and the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, agree to the following seniority principles which replace all former rules, instructions, and practices.
- A2 This Article will continue relative seniority standing properly established under past principles, rules and instructions and this Article shall be so applied. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule, or practice in support of the request.

B Coverage

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

C Responsibility

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

D Definitions

D1 Craft Group

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

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D2 Seniority Standing

D2a Seniority for full-time employees is computed from the date of appointment in the craft and continues to accrue so long as service in the craft (regardless of level) and installation is uninterrupted, except as otherwise provided herein.

D2b Seniority for part-time fixed schedule employees is computed from the date of appointment in this category of the work force and continues to accrue so long as service in the craft and category and installation is uninterrupted.

D3 Duty Assignment

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

D4 Preferred Duty Assignments

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

D5 Bid

A request submitted in writing, by telephone, or by computer to be assigned to a duty assignment by an employee eligible to bid on a vacancy or newly established duty assignment or a preferred assignment. Where telephone, computer, or other electronic bidding procedures are established, bids must be submitted by telephone, computer or other electronic methods as agreed to by the parties.

[See MOU, page 144]

D6 Application

A written request by a full-time employee or part-time fixed schedule employee within the employee's respective category for consideration for an assignment for which the employee is not entitled to submit a bid.

D7 Abolishment

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

D8 Reversion

A management decision to reduce the number of duty assignment(s) in an installation when such duty assignment(s) is/are vacant.

D9 Residual Vacancy

A duty assignment that remains vacant after the completion of the voluntary bidding process.

E Relative Standing of Part-Time Flexibles

Part-time flexible employees **and MHAs** are placed on a part-time flexible **or MHA** roster, **as appropriate**, in the order of the date of their **initial appointment in the installation**. When changing such employees to full-time, they shall be taken in the order of their standing on the part-time flexible **or the MHA** roster.

These employees do not have seniority rights; however, their relative length of service shall be used for vacation scheduling and for purposes of conversion to full-time status.

When there is an opportunity for conversion to full-time status in an installation and that installation has both part-time flexible and MHA employees available for conversion, the PTFs will be converted to full-time regular prior to the conversion of the MHAs.

F Changes in Which Seniority is Lost

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

F1 When the change is at the employee's request:

F1a From one postal installation to another, the employee **will begin a new period of seniority** as a part-time flexible, **if such status is available in the installation.**

F1b From another craft to the Mail Handler craft, the employee **will begin a new period of seniority** as a part-time flexible, **if such status is available in the installation.**

F2 Upon reinstatement or reemployment.

F3 Upon transfer into the Postal Service.

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- G Changes in Which Seniority is Retained, Regained or Restored
- G1 Reemployment After Disability Separation. On reinstatement or reemployment after separation caused by disability, retirement or resignation because of personal illness and the employee so stated in the employee's resignation and furnished satisfactory evidence for inclusion in the employee's personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same postal installation and craft and in the same or lower salary level, from which originally separated; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from the Compensation Group, Office of Personnel Management, and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner. When reinstatement is to the part-time flexible roster, standing on the roster shall be the same as if employment had not been interrupted by the separation.
- G2 Restoration. On restoration in the same craft in the same installation after return from military service, transfer under letter of authority or unjust removal, employee shall regain the same seniority rights the employee would have if not separated.
- G3 When an employee changes from another craft to the Mail Handler craft involuntarily, the employee will begin a new period of seniority.
- G4 Reassignment and Return in 90 Days. A Mail Handler who is voluntarily reassigned to another craft in the same installation with or without a change in grade level and who is subsequently voluntarily reassigned within 90 days back to the Mail Handler craft shall regain the seniority previously acquired as a Mail Handler augmented by the intervening employment.
- G5 Failure to Meet Qualification Standards. When an employee is returned to the Mail Handler craft for not being able to meet the qualification standards for a job in the same installation, the employee shall regain former Mail Handler seniority.
- G6 Any Mail Handler involuntarily moving from one postal installation to another postal installation shall have seniority established as of the employee's time in the Mail Handler craft.
- G7 An employee who left the bargaining unit on or after July 21, 1973 and returns to the bargaining unit:

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- G7a will begin a new period of seniority if the employee returns from a position outside the Postal Service; or
- G7b will begin a new period of seniority if the employee returns from a nonbargaining unit position (i.e., a position outside of the bargaining units that were covered by the 1978 National Agreement) within the Postal Service, unless the employee returns within 2 years from the date the employee left the unit except as follows:
- G7b1 An employee who left the craft and/or installation after the date of the issuance of the arbitration award determining the terms and conditions of the 1994 National Agreement, and returns to the craft and/or installation, will begin a new period of seniority unless the employee returns within 1 year from the date that the employee left the craft and/or installation.
 - G7b2 The seniority for an employee returning, within one year, under G7b1 above shall be established after reassignment as the seniority the employee had when he/she left minus seniority credit for service outside the craft and/or installation.
- G8 Except as otherwise specifically provided for in this Agreement, effective the date of this Agreement, when it is necessary to resolve a tie in seniority between two or more Mail Handler craft employees, the following criteria shall apply in the order set forth below:
- G8a Total continuous postal career service in the Mail Handler craft within the installation.
 - G8b Total postal career service in the Mail Handler craft within the installation.
 - G8c Total postal career service in the Mail Handler craft.
 - G8d Total postal career service within the installation.
 - G8e Total postal career service.
 - G8f Total Federal service as shown in the service computation date.
 - G8g Numerical by the last 3 or more numbers (using enough numbers to break the tie but not fewer than 3 numbers) of the employee's social security number, from the lowest to highest.

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- G9 Effective January 1, 2007, any Mail Handler who voluntarily transfers from one postal installation to another postal installation, and is subsequently accepted for voluntary transfer back to the original postal installation within one (1) year, shall have seniority established as the seniority the employee had when she/he left the original installation minus credit for service for the time away from that installation.
- H All positions presently in the Mail Handler craft, including higher level positions, shall be filled by the senior qualified bidder meeting the qualification standards for the position, except that those positions which are presently designated best qualified shall be filled by the best qualified applicant.
- H1 Key and Standard Positions Assigned to the Mail Handler Craft
- H1a Key Position
- Mail Handler, MH 4, KP 8
- H1b Standard Positions
- Group Leader Mail Handler, MH 5, SP1-33
- Label Printing Technician, MH 5, SP2-578
- Label Machine Operator, MH 4, SP2-579
- *Laborer, Materials Handling, MH 3, SP1-11
- Mail Handler Equipment Operator, MH 5, SP2-21
- Mail Equipment Handler, MH 4, SP2-247
- Mail Handler Technician, MH 5, SP2-498
- Mail Processing Machine Operator,
MH 5, SP2-354
- Mail Processing Machine Operator,
MH 5, SP2-470
- Packer-Shipper, MH 4, SP2-581
- *When the "Laborer, Materials Handling" position is authorized for the post office branch, it is delegated to the Mail Handler Craft. When authorized for the

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Maintenance Branch it is assigned to the Maintenance Craft.

Sack Sorting Machine Operator, MH 4, SP2-367

Sack Sorting Machine Operator, MH 5, SP2-438

Typist-Label Printing, MH 4, SP2-580

Computer Print Line Production Operator, MH 5, SP2-632

Mail Rewrapper, MH 4, SP2-9

- H2 Individual Positions Assigned to the Mail Handler Craft: Group Leader Mail Handlers, MH 6, IP248-7, 2315-02, Group Leader Sack Sorter Machine Operator, MH 6, IP25-11-1, 2315-28, Mail Handler Leadman, MH 5, IP32-12-1, 2315-80.
- H3 All Mail Handler employees of Level MH-5 may bid for the position of Examination Specialist, SP2-188.

[See Letter, page 145]

- I Filling Positions Reevaluated as One of the Positions Reserved for Bidding by MH 4's, MH 5's and MH 6's.
 - 11 When an occupied level 4 or 5 position is upgraded on the basis of the present duties:
 - 11a The incumbent will remain in the upgraded job provided the incumbent has been in that job for more than one year.
 - 11b The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job for more than one year.
 - 12 When an occupied level 4 or 5 position is upgraded on the basis of duties which are added to the position:
 - 12a The incumbent will remain in the upgraded job provided the incumbent has been in that job for more than one year. The year of required incumbency in the job begins when the employee first begins working the assignment.
 - 12b The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job in accordance with .212a, above.

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- I3 When management places automatic equipment in an office and an employee is assigned to operate the equipment, the time the employee spends on this job before it is ranked established shall be counted as incumbency in the position for the purpose of being upgraded or assigned.

Section 12.3 Principles of Posting

- A To insure a more efficient and stable work force, an employee may be designated a successful bidder no more than **nine (9)** times during the duration of this Agreement unless such bid:
 - A1 is to a job in a higher wage level;
 - A2 is due to elimination or reposting of the employee's duty assignment; or
 - A3 enables an employee to become assigned to a station closer to the employee's place of residence. It is the responsibility of the employee bidding to notify management that the employee is bidding "closer to home."
- B In the Mail Handler Craft, Vacant Craft Duty Assignments Will Be Posted for Bid as Follows:
 - B1 Full-time and part-time fixed schedule employees will only bid for vacant assignments within their own category.
 - B2 Full-time employees may apply for residual vacancies in the part-time fixed schedule category, and selection from such applicants shall be based on senior employee meeting the qualification standards.
 - B3 All vacant or newly established craft duty assignments shall be posted for employees eligible to bid within 10 days after a determination has been made that the position is not to be reverted. If a vacant duty assignment has not been posted within 30 days, the installation head or the installation head's designee shall advise the Union in writing, of the reasons the position is being withheld and the anticipated length of time such position will remain vacant. If the vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reasons therefore. In addition, a copy of the notice shall be provided to the appropriate Union representative.

[See Letter, page 145]
 - B4 When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment be permanently changed, the affected assignment(s) shall be reposted. The

change in work days shall not be effected until the job has been posted.

- B5 The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause the duty assignment to be reposted shall be subject to local negotiations in accordance with local implementation provisions of this Agreement.
- B6 No assignment will be posted because of change in starting time unless the change exceeds an hour. Any change in starting time that exceeds one (1) hour shall be posted for bid, except when there is a permanent change in starting time of more than one hour and **up to and including** four hours, the incumbent shall have the option to accept such new reporting time. If the incumbent does not accept the new reporting time, the assignment will be posted for bid.
- B7 Change in duty assignment, as specified below, will require reposting:
 - B7a A 50% change in duties (actual duties performed).
 - B7b A change in principal assignment area which requires reporting to a different physical location; i.e., station, branch, facility annex, etc., except the incumbent shall have the option to accept the new assignment.
- B8 Vacant full-time Mail Handler assignments shall be posted for a period of ten (10) days.
- B9 The installation head shall establish a method for handling multiple bidding on duty assignments which are simultaneously posted.
- B10 An employee may withdraw a bid on a posted assignment, in writing or in the telephone or computerized bidding process, at any time before the closing time (hour and date) of the posting. Such withdrawal, to be official, shall be date stamped or processed by telephone or computer with confirmation.
- B11 An unassigned full-time employee may bid on full-time duty assignments posted for bid by employees in the Mail Handler craft. An unassigned full-time employee may be assigned to any vacant duty assignment. Such employee shall be given a choice if more than one vacant assignment is available. When the number of unassigned full-time employees exceeds the number of residual vacant duty assignments, the senior unassigned employee(s) may elect to remain unassigned provided that an unassigned regular making this election is not the only unassigned regular who

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can fill a higher-level position without promotion or is not the only unassigned regular qualified for a residual assignment. Part-time fixed schedule employees shall be treated similarly within their own category.

Except in cases where the installation is under withholding, if no qualified unassigned full-time regular employee is available to be assigned to the residual vacancy, the senior part-time flexible employee in the installation will be converted to full-time regular and assigned to this residual vacant duty assignment. This provision is applicable to residual vacancies remaining from any bid posting after June 1, 2007.

- B12 Mail Handlers temporarily detailed to a supervisory position (204b) or detailed to an EAS position may not bid on or be assigned to any vacant mail handler duty assignments while so detailed. However, nothing contained herein shall be construed to preclude such temporarily detailed employees from voluntarily terminating a 204b or EAS detail and returning to their craft position. Upon return to the craft position, such employees may exercise their right to bid on vacant mail handler craft duty assignments.

The duty assignment of a full-time **or part-time regular** mail handler detailed to an EAS position or a supervisory position, including a supervisory training program, in excess of **120 consecutive days** shall be declared vacant and shall be posted for bid in accordance with this Article. **Under such circumstances, the employee shall not be eligible to re-bid the next posting of that assignment.** Upon return to the craft, the mail handler will become an unassigned full-time **or part-time regular** mail handler with a fixed schedule. A mail handler temporarily detailed to an EAS position or supervisory position will not return or be returned to the craft solely to circumvent the provisions of Section 12.3B12. **An employee detailed to an EAS position or supervisory position must return to the craft for a minimum of fourteen consecutive days to prevent circumvention of the intent of this provision.**

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

C Place of Posting

The notice inviting bids for a craft assignment shall be posted on all official bulletin boards at the installation where the vacancy exists, including stations, branches and sections. Copies of the notice shall be given to the designated agent of the Union.

When an absent employee has so requested in writing, stating the employee's mailing address, a copy of any notice inviting bids shall be mailed to the employee by the installation head. Posting and bidding for preferred duty assignments shall be installation-wide unless otherwise specified by local Agreement.

D Information on Notices Inviting Bids

Notices Inviting Bids shall include:

- D1 The duty assignment (as defined in section 12.2D3, if applicable) by position title and number; e.g., key, standard, or individual position.
- D2 PS or MH salary level and craft.
- D3 Hours of duty (beginning, ending).
- D4 The principal assignment area; e.g., section and/or location of activity.
- D5 Qualification standards and occupational code number.
- D6 Physical requirement(s) unusual to the specific assignment (heavy lifting, etc.).
- D7 Invitation to employees to submit bids.
- D8 The fixed schedule of days of work.

E Successful Bidder

- E1 Within 10 days after the closing date of the posting (including December), the installation head shall post a notice stating the successful bidder and the bidder's seniority date. The senior qualified bidder meeting the qualification standards established for that position shall be designated the "successful bidder."
- E2 The successful bidder must be placed in the new assignment within 15 days except in the month of December.
- E3 Normally, an employee shall work the duty assignment for which the employee has been designated the successful bidder. However, when an employee is moved off the employee's duty assignment, the employee shall not be replaced by another employee. For temporary reassignments not covered by Article 25, the movement of people outside the bid assignment area will be as follows:

E3a casuals;

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E3b MHAs;

E3c employees from other crafts;

E3d part-time **flexible** employees;

E3e part-time regular employees;

E3f full-time regular Mail Handler employees;

E3g the order of movement of full-time regular Mail Handler employees in .3E3f, above shall be a subject for local negotiations; however, if an agreement is not reached at the local level, the matter will be referred to the Area Manager, Human Resources and the Regional Director, Mail Handlers Union for settlement.

E4 Except as otherwise provided by this Agreement, no employee shall be allowed to displace or "bump" another employee properly holding a position or duty assignment.

[See Memos and Letters, pages 1446-154]

Section 12.4 Definition of a Section

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

- A pay location;
- B by floor;
- C tour;
- D job within an area;
- E type of work;
- F by branches or stations;
- G the entire installation;
- H incoming;
- I outgoing.

Section 12.5 Principles of Reassignments

- A A primary principle in effecting reassignments will be that dislocation and inconvenience to employees in the regular work force shall be kept to a minimum, consistent with the needs of the Service. Reassignments will be made in accordance with this Section and the provisions of Section 12.6 below.

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- A1 When a major relocation of employees is planned in major metropolitan areas or due to the implementation of national postal mail networks, the Employer will apply this Article in the development of the relocation and reassignment plan. At least 90 days in advance of implementation of such plan, the Employer will meet with the Union at the national level to fully advise the Union how it intends to implement the plan. If the Union believes such plan violates this Agreement, the matter may be grieved.
 - A2 Such plan shall include a meeting at the regional/area level in advance (as much as six months whenever possible) of the reassignments anticipated. The Employer will advise the Union, based on the best estimates available at the time, of the anticipated impact; the numbers of employees affected; the locations to which they will be reassigned; and, in the case of a new installation, the anticipated complement by tour. The Union, at the Regional level, will be periodically updated by the Area should any of the information change due to more current data being available.
 - A3 When employees are excessed out of their installation, the Union at the regional level may request a comparative work hour report of the losing installation 60 days after the excessing of such employees.
 - A4 If a review of the report does not substantiate that business conditions warranted the action taken, such employees shall have their retreat rights activated. If the retreat right is denied, the employees have the right to the grievance-arbitration procedure.
- B In order to minimize the impact on employees in the regular work force, the Employer agrees to separate to the extent possible, **MHAs and** casual employees, working in the affected craft and installation prior to excessing any regular employee in that craft out of the installation. The junior full-time employee who is being excessed has the option of reverting to part-time flexible status in his/her craft, **if such status is available in the installation**, or of being reassigned to the gaining installation.

Section 12.6 Reassignments

A Basic Principles and Reassignments

When it is proposed to:

- A1 Discontinue an independent installation;
- A2 Consolidate an independent installation (i.e., discontinue the independent identity of an installation by making it part of another and continuing independent installation);

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- A3 Transfer a classified station or classified branch to the jurisdiction of another installation or make an independent installation;
 - A4 Reassign within an installation employees excess to the needs of a section of that installation;
 - A5 Reduce the number of regular work force employees of an installation other than by attrition;
 - A6 Centralize mail processing and/or delivery installations; or
 - A7 Reduce the number of part-time flexibles other than by attrition; such actions shall be subject to the following principles and requirements.
- B Principles and Requirements
- B1 Dislocation and inconvenience to full-time and part-time flexible employees shall be kept to the minimum consistent with the needs of the service.
 - B2 The Vice President, Area Operations shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned. When positions are withheld, **the local union may request, on a quarterly basis, that** local management review the continuing need for withholding such positions and **management shall** discuss with the union the results of such review.
 - B3 **Except as otherwise provided by this agreement, no** employee shall be allowed to displace, or "bump" another employee, properly holding a position or duty assignment.
 - B4 **Under Section 12.6A4, governing reassignments within an installation of the employees excess to the needs of a section, the Union at the local level shall be notified in advance (as much as 30 days whenever possible).**
 - B5 Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, will be governed by the standardized Government travel regulations as set forth in Methods Handbook F-10, "Travel."
 - B6 **The Regional Director for the NPMHU will receive at**

least 30 days notice for excessing outside of the installation that does not involve employee relocation. Such notice shall include a list of potential vacancies for reassignments. The impacted employees will receive the same notice at least 30 days in advance. Where employee relocation benefits are applicable the Regional Director for the NPMHU will receive at least 60 days notice for excessing outside of the installation. Such notice shall include a list of potential vacancies for reassignments. Impacted employees will receive the same notice at least 60 days in advance.

- B7** Any employee volunteering to accept reassignment to another craft or occupational group, another branch of the Postal Service, or another installation shall start a new period of seniority beginning with such assignment, except as provided herein.
- B8** Whenever changes in mail handling patterns are undertaken in a geographic area including one or more postal installations with resultant successive reassignments of Mail Handlers from those installations to one or more central installations, the reassignment of Mail Handlers shall be treated as details for the first 120 days **for purposes of bidding only** in order to prevent inequities in the seniority lists at the gaining installations. The 120 days is computed from the date of the first detail of a Mail Handler to the central, consolidated or new installation in that specific planning program. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous service in the regular work force in the same craft.
- B9** Whenever in this Agreement provision is made for reassignments, it is understood that any full-time or part-time flexible employees reassigned must meet the qualification requirements of the position to which reassigned.
- B10** It is understood that any employee entitled hereunder to a specific placement may exercise entitlement only if no other employee has a superior claim hereunder to the same position.
 - B10a** Surplus U.S. Postal Service employees from non-mail processing and non mail delivery installations, area offices, the U.S. Postal Service Headquarters or from other Federal departments or agencies shall be placed at the foot of the part-time flexible roll and begin a new period of seniority effective the date of reassignment.
 - B10b** Former full-time post office Mail Handlers who were reassigned to mail bag repair centers and de-

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positories on or before July 1, 1956, and who since such reassignment have been continuously employed in the same center or depository and subsequent to March 31, 1965:

B10b1 When such an employee is declared excess and is returned to the Mail Handler craft in the same installation from which the employee was reassigned, seniority shall be the same as for continuous service in the craft and installation.

B10b2 Should such an employee who is not excess volunteer to be returned to the installation in place of a junior excess employee, seniority in the Mail Handler craft and installation will be that of the junior excess employee.

B10b3 If such an employee voluntarily transfers to the employee's former installation he/she shall begin a new period of seniority.

C Special Provisions on Reassignments

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

C1 Discontinuance of an Independent Installation

C1a When an independent installation is discontinued, all full-time and part-time flexible employees shall, to the maximum extent possible, be involuntarily reassigned to continuing postal positions in accordance with the following:

C1b Involuntary reassignment of full-time employees with their seniority for duty assignments to vacancies in the same, **higher**, or lower level in the same craft or occupational group in installations within **50 miles** of the discontinued installation, **or if necessary within 100 miles of the discontinued installation**, or in more distant installations, if after consultation with the Union, it is determined that it is necessary. The Postal Service will designate such installations for the reassignment of excess full-time employees. When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.

- C1c Involuntary reassignment of full-time employees for whom consultation did not provide for placement under 12.6C1b above, in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level.
- C1d Involuntary reassignment of part-time flexible employees with seniority in any part-time flexible vacancy in the same craft or occupational group at any installation within **50 miles of the discontinued installation, or if necessary within 100 miles of the discontinued installation**, or in more distant installations, if after consultation with the Union it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of the part-time flexible employees.
- C1e Involuntary reassignment of part-time flexible employees for whom consultation did not provide for placement under 12.6C1d, above in other crafts or occupational groups in which they meet minimum qualification at the same or lower level at the foot of existing part-time flexible roster at the receiving installation and begin a new period of seniority.
- C1f Full-time employees for whom no full-time vacancies are available by the time the installation is discontinued shall be changed to part-time flexible employees in the same craft and placed as such, **if such status is available in the installation**, but shall for six months retain placement rights to full-time vacancies developing within that time within any installation within **50 miles of the discontinued installation, or if necessary within 100 miles of the discontinued installation**, or in more distant installations, if after consultation with the Union it is necessary, U.S. Postal Service will designate such installations for the reassignment of excess full-time employees on the same basis as if they had remained full-time.
- C1g Employees, full-time or part-time flexible, involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level, craft or occupational group from which reassigned.
- C2 Consolidation of an Independent Installation
- C2a When an independent postal installation is consolidated with another postal installation, each full-time or part-time flexible employee shall be involuntarily reassigned to the continuing installation without loss of

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seniority in the employee's craft or occupational group.

- C2b Where reassignments under 12.6C2a preceding, result in an excess of employees in the continuing installation, identification and placement of excess employees shall be accomplished by the continuing installation in accordance with the provisions of this Agreement covering such situations.
 - C2c If the consolidated installation again becomes an independent installation, each full-time and part-time flexible employee whose reassignment was necessitated by the previous consolidation shall be entitled to the first vacancy in the reestablished installation in the level and craft or occupational group held at the time the installation was discontinued.
- C3 Transfer of a Classified Station, Classified Branch or other Facility to the Jurisdiction of Another Installation or Made an Independent Installation
- C3a When a classified station, classified branch or other facility is transferred to the jurisdiction of another installation or made an independent installation, all full-time employees shall at their option remain with the classified station, classified branch or other facility without loss of seniority, or remain with the installation from which the classified station, classified branch or other facility is being transferred.
 - C3b A realistic appraisal shall be made of the number of employees by crafts or occupations who will be needed in the station, branch or other facility after transfer, and potential vacancies within these requirements created by the unwillingness of employees to follow the station, branch or other facility to the new jurisdiction shall be posted for bid on an office-wide basis in the losing installation.
 - C3c If the postings provided in paragraph 12.6C3b preceding, do not result in sufficient employees to staff the transferred classified station, classified branch or other facility, junior employees, by craft or occupational group on an installation-wide seniority basis in the losing installation, shall be involuntarily reassigned to the classified station, classified branch or other facility and each employee thus involuntarily reassigned shall be entitled to the first vacancy in such employee's level and craft or occupational group in the installation from which transferred.

C4 Reassignment Within an Installation of Employees Excess to the Needs of a Section

C4a The identification of assignments comprising for this purpose a section shall be determined locally by local negotiations. If no sections are established by local negotiations, the entire installation shall comprise the section.

C4b Full-time employees, excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft or occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid.

If they do not bid, they may be assigned any vacant duty assignment for which there was no senior bidder in the same craft and installation. Their preference is to be considered if more than one such assignment is available.

C4c Such reassigned full-time employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy in the salary level after employees in the section have completed bidding. Such bidding in the section is limited to employees in the same salary level as the vacancy. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. Failure to exercise the option does not terminate the retreat rights in the salary level in which the employee was reassigned away from the section.

C4d When full-time duty assignment(s) in the same craft or occupational group and the same level in the section are to be abolished and the junior employee(s) from the Section are to be reassigned, the following shall apply:

C4d1 The appropriate duty assignment(s) shall be identified and abolished.

C4d2 The junior full-time employee(s) excess to the needs of the section shall be identified and reassigned.

C4d3 The duty assignment(s) encumbered by the employee(s) junior to the senior employee whose

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duty assignment is abolished will be offered, in seniority order, and in an expedited selection process, to the employee(s) remaining in the section beginning with the senior employee whose duty assignment was abolished. An employee(s) declining to make a selection when canvassed shall be assigned to the duty assignment(s) remaining in the section after the expedited selection process has been completed.

- C4d4 The results of the above-listed actions shall be effective at the beginning of the succeeding pay period.
- C5 Reduction in the Number of Employees in an Installation Other Than by Attrition
 - C5a Reassignments within installation. When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition, that installation:
 - C5a1 Shall determine by craft and occupational group the number of excess employees;
 - C5a2 Shall, to the extent possible, minimize the impact on regular work force employees by separation of all casuals **and all MHAs**;
 - C5a3 Shall, to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours;
 - C5a4 Shall identify as excess the necessary number of junior full-time employees in the salary level and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time employees who meet the minimum qualifications for vacant assignments in other crafts in the same installation; involuntarily reassign them in the same or lower level.
 - C5a5 The employee shall be returned at the first opportunity to the craft from which reassigned.
 - C5a6 When returned, the employee retains seniority previously attained in the craft augmented by intervening employment in the other craft.
 - C5a7 The right of election by a senior employee provided in paragraph 12.6C5b9, below is not

available for this crosscraft reassignment within the installation.

C5b Reassignments to Other Installations After Making Reassignments Within the Installation:

- C5b1 Involuntarily reassign such excess full-time employees starting with the junior with their seniority **into mail handler vacancies in the gaining installation at the same, higher, or lower level for which they are qualified within 50 miles of the losing installation. Mail handlers will be excessed from the losing installation by inverse seniority in their craft by status (full-time regular, part-time regular, part-time flexible), without concern to level.**
- C5b2 Involuntarily reassign full-time employees for whom vacancies were not identified in C5b1 above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level within **50 miles** of the losing installation.
- C5b3 If sufficient vacancies cannot be identified within the **50 mile** area, involuntarily reassign excess employees **into mail handler vacancies in the gaining installation at the same, higher, or lower level for which they are qualified within 100 miles. Mail handlers will be excessed from the losing installation by inverse seniority in their craft by status (full-time regular, part-time regular, part-time flexible), without concern to level.**
- C5b4 If vacancies cannot be identified within the employees' own craft and occupational group, then vacancies will be identified in other crafts within the 100 mile area. Involuntarily reassign excess employees for whom vacancies were not identified in C5b3 above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level.
- C5b5 If vacancies cannot be identified within the 100 mile area, and after consultation with the affected union it is determined that it is necessary, the Postal Service will designate more distant installations for the reassignment of excess full-time employees.

C5b6 If a veteran preference eligible is reached when assigning impacted or unassigned employees to lower level assignments, the following will apply:

- a. The most junior non-preference eligible same level mail handler in the gaining installation shall be reassigned to the lower level vacancy.
- b. The impacted preference eligible mail handler will then be assigned to the duty assignment previously occupied by that junior non-preference eligible mail handler.
- c. Any employee reassigned to a lower level duty assignment shall receive saved grade and shall not be required to bid to their former level for two years to retain the saved grade.
- d. The non-preference eligible mail handler moved to the lower level duty assignment shall have retreat rights back to the former duty assignment the first time it becomes vacant.
- e. A veteran preference eligible mail handler for personal convenience may waive the right to appeal through the grievance process, to the Equal Employment Opportunity Commission, and/or to the Merit Systems Protection Board and select a duty assignment at a lower level with saved grade with the same saved grade in C5b6c above.
- f. If no level 5 vacancies exist, or if all level 5 occupied positions at the gaining installation are occupied by veteran preference eligible mail handlers, the withholding radius will be expanded to allow for placement unless the veteran preference eligible applies C5b6e above.

C5b7 The Regional Director for the NPMHU will receive at least 30 days notice for excessing outside of the installation that does not in-

volve employee relocation. Such notice shall include a list of potential vacancies for reassignments. The impacted employees will receive the same notice at least 30 days in advance. Where employee relocation benefits are applicable the Regional Director for the NPMHU will receive at least 60 days notice for excessing outside of the installation. Such notice shall include a list of potential vacancies for reassignments. Impacted employees will receive the same notice at least 60 days in advance.

- C5b8** Impacted mail handlers, and senior in lieu of volunteers, may be placed as unassigned regular mail handlers in the gaining installation provided that sufficient vacancies will be available for placement of all such unassigned regular mail handlers (regardless of level) within 3 months of the date that the employee was placed. These mail handlers must bid on all available vacancies in the gaining installation or be immediately placed into the first available residual vacancy by management in accordance with the provisions of Article 12 of the National Agreement, provided that Level 5 veteran preference mail handlers who were involuntarily excessed will only be placed into Level 5 residual vacancies or in accordance with paragraph C5b6 above.
- C5b9** Any senior employee in the same occupational group in the same installation may elect to be reassigned to the gaining installation and take the seniority of the senior full-time employee subject to involuntary reassignment. Such senior employees who accept reassignment to the gaining installation do not have retreat rights.
- C5b10** When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.
- C5b11A** full-time employee shall have the option of changing to part-time flexible in the same craft or occupational group in lieu of involuntary reassignment, **if part-time flexible status exists in the losing installation.**

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C5b12 Employees involuntarily reassigned under 12.6C5b1 through 12.6C5b5 above, other than senior employees who elect to be reassigned in place of junior employees, shall be entitled to be returned to the first vacancy in **any** level, in the craft or occupational group in the installation from which reassigned, and such **entitlement** shall be honored **until** the employee withdraws or declines to accept an opportunity to return.

C6 Centralized Mail Processing and/or Delivery Installation

C6a When the operations at a centralized installation or other mail processing and/or delivery installation result in an excess of full-time Mail Handlers at another installation(s), full-time Mail Handlers who are excess in a losing installation(s) by reason of the change, shall have a choice to be:

C6a(1) Involuntarily reassigned in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level if no vacancies are available in the same craft or occupational group within **50** miles of the losing installation; or,

C6a(2) Involuntarily reassigned starting with the junior with their seniority for duty assignments to vacancies in the same, **higher**, or lower level in the same craft or occupational group in installations within 100 miles of the losing installation, or in more distant installations if after consultation with the affected Union it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of excess full-time employees.

C6a(3) Reassignments of Mail Handlers shall be treated as details for the first 120 days, **for bidding purposes only**, to avoid inequities in the selection of preferred duty assignments by full-time Mail Handlers in the gaining installation.

C6b Previously established preferred duty assignments which become vacant before expiration of the detail period must be posted for bid and awarded to eligible full-time Mail Handlers then permanently assigned in the gaining installation. Excess part-time flexible Mail Handlers may be reassigned as provided for in Section 12.6C7.

C6c All new duty assignments created in the gaining installation and all other vacant duty assignments in the centralized installation shall be posted for bid. One hundred twenty (120) days is computed from the date of the first detail of an employee. Bidding shall be open to all full-time mail handlers of the craft involved at the gaining installation. This includes full-time Mail Handlers assigned to the gaining installation.

Employees involuntarily reassigned under 12.6C6 shall be entitled to be returned to the first vacancy in any level, in the craft or occupational group in the installation from which reassigned, and such entitlement shall be honored until the employee withdraws or declines to accept an opportunity to return.

C7 Reassignment-Part-time Flexible Employees in Excess of the Needs of the Craft/Installation

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

C7a An excess **part-time flexible** employee reassigned to another craft in the same or another installation shall be assigned to the foot of the part-time flexible roll and begin a new period of seniority.

C7b An excess part-time flexible employee reassigned to the same craft in another installation shall be **assigned** the seniority **and relative standing** the employee had in the losing installation.

C7c A senior part-time flexible in the same craft or occupational group in the same installation may elect to be reassigned in another installation in the same or another craft and take the seniority, if any, of the senior excess part-time flexible being reassigned, as set forth in 12.6C7a and 12.6C7b above.

C7d The Postal Service will designate, after consultation with the Union, vacancies at installations in which excess part-time flexibles may request to be reassigned beginning with vacancies in other crafts in the same installation; then vacancies in the same craft in other installations; and finally vacancies in other crafts in other installations making the designations to minimize relocation hardships to the extent practicable.

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C7e Part-time flexibles reassigned to another craft in the same installation shall be returned to the first part-time flexible vacancy within the craft and level from which reassigned.

C7f Part-time flexibles reassigned to other installations have retreat rights to the next such vacancy according to their standing on the part-time flexible roll in the losing installation but such retreat right does not extend to part-time flexibles who elect to request reassignment in place of the junior part-time flexibles.

C7g **Retreat rights shall be honored until the employee withdraws or an opportunity to return is declined, with full seniority or relative standing held in the installation from which reassigned plus credit for service for the time away from the installation.**

D Part-Time Regular Employees

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

Section 12.7 Transfer Request

A Prior to hiring Mail Handlers, installation heads will consider requests for transfers submitted by Mail Handlers from other installations.

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

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

[See Memos, pages 149, 152]

ARTICLE 13 ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES

Section 13.1 Introduction

A Part-time fixed schedule employees assigned in the craft unit shall be considered to be in a separate category. All provisions of this Article apply to part-time fixed schedule employees within their own category.

- B The U.S. Postal Service and the Union, recognizing their responsibility to aid and assist deserving full-time regular or part-time flexible employees who through illness or injury are unable to perform their regularly assigned duties, agree to the following provisions and conditions for reassignment to temporary or permanent light duty or other assignments. It will be the responsibility of each installation head to implement the provisions of this Agreement within the installation, after local negotiations.

Section 13.2 Employee's Request for Reassignment

A Temporary Reassignment

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

B Permanent Reassignment

B1 Any ill or injured full-time regular or part-time flexible employee having a minimum of five years of postal service, or any full-time regular or part-time flexible employee who sustained injury on duty, regardless of years of service, while performing the assigned duties can submit a voluntary request for permanent reassignment to light duty or other assignment to the installation head if the employee is permanently unable to perform all or part of the assigned duties. The request shall be accompanied by a medical certificate--from a physician designated by the installation head and made known to the Union and the employee--giving full evidence of the physical condition of the employee, the need for reassignment, and the ability of the employee to perform other duties. A certificate from the employee's personal physician will not be acceptable.

B2 The following procedures are the exclusive procedures for resolving a disagreement between the employee's physician and the physician designated by the USPS concerning the medical condition of an employee who has requested a permanent light duty assignment. These procedures shall not apply to cases where the employee's medical condition arose out of an occupational illness or injury. On request of the Union, a third physician will be selected from a list of five Board Certified Specialists in the medical field for the condition in question, the list to be supplied by the local Medical Society. The physician will be selected by the al-

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ternate striking of names from the list by the Union and the Employer. The Employer will supply the selected physician with all relevant facts including job description and occupational physical requirements. The decision of the third physician will be final as to the employee's medical condition and occupational limitations, if any. Any other issues relating to the employee's entitlement to a light duty assignment shall be resolved through the grievance-arbitration procedure. The costs of the services of the third physician shall be shared by the Union and the Employer.

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

Section 13.3 Local Implementation

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

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

Section 13.4 General Policy Procedures

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

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medical condition arose out of an occupational illness or injury. On request of the Union, a third physician will be selected from a list of five Board Certified Specialists in the medical field for the condition in question, the list to be supplied by the local Medical Society. The physician will be selected by the alternate striking of names from the list by the Union and the Employer. The Employer will supply the selected physician with all relevant facts including job descriptions and occupational physical requirements. The decision of the third physician will be final as to the employee's medical condition and occupational limitations, if any. Any other issues relating to the employee's entitlement to a light duty assignment shall be resolved through the grievance-arbitration procedure. The costs of the services of the third physician shall be shared by the Union and the Employer.

- H When a full-time regular employee in a temporary light duty assignment is declared recovered on medical review, the employee shall be returned to the employee's former duty assignment, if it has not been discontinued. If such former regular assignment has been discontinued, the employee becomes an unassigned full-time regular employee.
- I If a full-time regular employee is reassigned in another craft for permanent light duty and later is declared recovered, on medical review, the employee shall be returned to the first available full-time regular vacancy in complement in the employee's former craft. Pending return to such former craft, the employee shall be an unassigned full-time regular employee. The employee's seniority shall be restored to include service in the light duty assignment.
- J When a full-time regular employee who has been awarded a permanent light duty assignment within the employee's own craft is declared recovered, on medical review, the employee shall become an unassigned full-time regular employee.
- K When a part-time flexible on temporary light duty is declared recovered, the employee's detail to light duty shall be terminated.
- L When a part-time flexible who has been reassigned in another craft on permanent light duty is declared recovered, such assignment to light duty shall be terminated. Section 4I, above, does not apply even though the employee has advanced to full-time regular while on light duty.

Section 13.5 Filling Vacancies Due to Reassignment of an Employee to Another Craft

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

- A When the reassigned employee is a full-time regular employee, the resulting full-time regular vacancy in the complement, not necessarily in the particular duty assignment of the losing craft from which the employee is being reassigned, shall be posted to give the senior of the full-time regular employees in the gaining craft the opportunity to be reassigned to the vacancy, if desired.
- B If no full-time regular employee accepts the opportunity to be assigned to the vacancy in the complement, not necessarily in the particular duty assignment in the other craft, the senior of the part-time flexibles on the opposite roll who wishes to accept the vacancy shall be assigned to the full-time regular vacancy in the complement of the craft of the reassigned employee.
- C When the reassigned employee is a part-time flexible, the resulting vacancy in the losing craft shall be posted to give the senior of the full-time regular or part-time flexible employees in the gaining craft the opportunity to be assigned to the part-time flexible vacancy, if desired, to begin a new period of seniority at the foot of the part-time flexible roll.
- D The rule in 5A and 5B, above, applies when a full-time regular employee on permanent light duty is declared recovered and is returned to the employee's former craft, to give the senior of the full-time regular or part-time flexible employees in the gaining craft the opportunity, if desired, to be assigned in the resulting full-time regular vacancy in the complement, not necessarily in the particular duty assignment of the losing craft.

Section 13.6 Seniority of an Employee Assigned to Another Craft

- A Except as provided for in Section 4I, above, a full-time regular employee assigned to another craft or occupational group in the same or lower level in the same installation shall take the seniority for preferred tours and assignments, whichever is the lesser of (a) one day junior to the junior full-time regular employee in the craft or occupational group, (b) retain the seniority the employee had in the employee's former craft.
- B A part-time flexible employee who is permanently assigned to a full-time regular or part-time flexible assignment in another craft, under the provisions of this Article, shall begin a new period of seniority. If assigned as a part-time flexible, it shall be at the foot of the part-time flexible roll.

Section 13.7 Notice

Employees will be given at least 24 hours notice before appearance is required before an Accident Review Board. Union representation will be permitted at all discussions of accidents upon request of the employee, provided that the acquiring of such representation does not unreasonably delay the scheduled discussion.

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ARTICLE 14 SAFETY AND HEALTH

Section 14.1 Responsibilities

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

Section 14.2 Cooperation

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

Upon written request of the employee involved in an accident, a copy of the PS Form 1769 (Accident Report) will be provided.

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

Section 14.3 Implementation

To assist in the positive implementation of the program:

- A1 There shall be established at the Employer's Headquarters level, a Joint Labor-Management Safety Committee. Representation on the Committee, to be specifically determined by the parties, shall include representatives from the Union and representatives from appropriate Departments in the Postal Service. Not later than 60 days following the

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effective date of this Collective Bargaining Agreement, designated representatives of the Union and Management will meet for the purpose of developing a comprehensive agenda which will include all aspects of the Employer's Safety Program. Subsequent to the development of this agenda priorities will be established and a tentative schedule will be developed to insure full discussion of all topics. Meetings may also be requested by either party for the specific purpose of discussing additional topics of interest within the scope of the Committee.

- A2 The responsibility of the Committee will be to evaluate and make recommendations on all aspects of the Employer's Safety Program, to include program adequacy, implementation at the local level, and studies being conducted for improving the work environment.
 - A3 The Chairman will be designated by the Employer. The Union, in conjunction with the Chairman, shall schedule the meetings, and recommend priorities on new agenda items. The Employer shall furnish the Union information relating to injuries, illness and safety, including the morbidity and mortality experience of employees. This report shall be in the form of reports furnished OSHA on a quarterly basis.
 - A4 The Headquarters level Committee will meet quarterly and the Employer and Union Representatives will exchange proposed agenda items two weeks before the scheduled meetings. If problems or items of a significant, National nature arise between scheduled quarterly meetings any party may request a special meeting of the Committee. Any party will have the right to be accompanied to any Committee meeting by no more than two technical advisors.
 - A5 There shall be established at the Employer's Area level, a Regional/Area Joint Labor-Management Safety Committee, which will be scheduled to meet quarterly. The Employer and Union Representatives will exchange proposed agenda items two weeks before the scheduled meetings. If problems or items of a significant, Regional/Area-wide nature arise between scheduled quarterly meetings, any party may request a special meeting of the Committee. Any party will have the right to be accompanied to any committee meeting by no more than two technical advisors.
 - A6 Representation on the Committee shall include representatives from the Union and appropriate representatives from the Postal Service Area Office. The Chairman will be designated by the Employer.
- B The Employer will make Health Service available for the treatment of job related injury or illness where it determines they are

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needed. The Health Service will be available from any of the following sources: government or public medical sources within the area; independent or private medical facilities or services that can be contracted for; or in the event funds, spaces and personnel are available for such purposes, they may be staffed at the installation. The Employer will promulgate appropriate regulations which comply with applicable regulations of the Office of Workers Compensation Program, including employee choice of health services.

- C The Employer will comply with the Postal Employees Safety Enhancement Act of 1998.

Section 14.4 Local Safety Committee

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

It is recognized that under some circumstances, the presence of an additional employee employed at the installation will be useful to the local Safety and Health Committee because of that employee's special expertise or experience with the agenda item being discussed. Under these circumstances, which will not normally be applicable to most agenda items, the employee may, at the request of the Union, be in attendance only for the time necessary to discuss that item. Payment for the actual time spent at such meetings by the employee will be at the applicable straight-time rate, providing the time spent is a part of the employee's regular workday.

Section 14.5 Subjects for Discussion

Individual grievances shall not be made the subject of discussion during Safety and Health Committee meetings.

Section 14.6 Employee Participation

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

Section 14.7 Local Committee Meetings

The Safety and Health Committee shall meet at least quarterly and at such other times as requested by a Committee member and approved by the Chairman in order to discuss significant problems or items. The meeting shall be on official time. Each Committee member shall submit agenda items to the Secretary at least three (3) days prior to the meeting. A member of the Medical/Health Unit will be invited to participate in the meeting of the Labor-Management Safety and Health Committee when agenda item(s) relate to the activities of the Medical/Health Unit.

No request for a Safety and Health Committee meeting shall be unreasonably denied. If the local Union Safety and Health Committee member feels a request was unreasonably denied, the matter will be referred to the Union's Regional Office and the Employer's Area Office Safety Manager for a determination if the Safety and Health Committee should convene prior to the quarterly meeting.

Section 14.8 Local Committee Responsibilities

- A The Committee shall review the progress in accident prevention and health at the installation; determine program areas which should have increased emphasis; and it may investigate major accidents which result in disabling injuries. Items properly relating to employee safety and health shall be considered appropriate discussion items. Upon a timely request, information or records necessary for the local Safety and Health Committee to investigate real or potential safety and health issues will be made available to the Committee. In addition, the Committee shall promote the cause of Safety and Health in the installation by:
 - A1 Reviewing Safety and Health suggestions, safety training records and reports of unsafe conditions or practices.
 - A2 Reviewing local Safety and Health rules.
 - A3 Identifying unsafe work practices and assisting in enforcing work-related safety rules.
 - A4 Reviewing updated list of hazardous materials used in the installation.

- B The Committee shall, at its discretion, render reports to the installation head and may at its discretion make recommendations to the installation head for action on matters concerning safety and health. The installation head shall within a reasonable period of time advise the Committee that the recommended action has been taken or advise the Headquarters Safety and Health Committee and the Presidents of the participating local unions as to why it has not. Any member of the Committee may also submit a written report to the Headquarters Safety and Health

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Committee in the event the Committee's recommendations are not implemented.

- C Upon proper written request to the Chairman of the Committee, on-the-spot inspection of particular troublesome areas may be made by individual Committee members or a Subcommittee or the Committee as a whole. Such request shall not be unreasonably denied. When so approved, the Committee members shall be on official time while making such inspection.
- D A Union representative from the local Safety and Health Committee may participate in the annual inspection, conducted by the Manager, Human Resources, in the main facility of each District and BMC, provided that the Union represents employees at the main facility of the District or BMC being inspected. In no case shall there be more than one (1) Union representative on such inspections.
- E A Union representative from the local Safety and Health Committee may participate in other inspections of the main facility of each post office, District, BMC, or other installation with 100 or more man years of employment in the regular work force, and of an individual station or branch where the station or branch has 100 or more man years of employment in the regular work force, provided that the Union represents employees at the main facility or station or branch and provided that the Union representative is domiciled at the main facility or station or branch to be inspected.

If the Union representative to the local Safety and Health Committee is not domiciled at the main facility or station or branch to be inspected and if the Union represents employees at that main facility or station or branch, at the Union's option, a representative from the Committee may participate in the inspection (at no additional cost for the Employer) or the Union may designate a representative domiciled at the main facility, or station or branch to be inspected to participate in the inspection. In no case shall there be more than one (1) Union representative on such inspections.

- F One Union representative from the local Safety and Health Committee, selected on a rotational basis by the participating Unions, may participate in the annual inspection of each installation with less than 100 man years of employment in the regular work force, where such Committee exists in the installation being inspected. In those installations that do not have a Safety and Health Committee, the inspector shall afford the opportunity for a bargaining unit employee from that installation to accompany him during these inspections.
- G An appointed member of a local committee will receive an orientation by the Employer which will include:

- G1 Responsibilities of the Committee and its members.
- G2 Basic elements of the Safety and Health Program.
- G3 Identification of hazards and unsafe practices.
- G4 Explanation of reports and statistics reviewed and analyzed by the Committee.
- H Since it has been some time since some members of Safety Committees received orientation, all current members will receive an orientation not later than December 27, 2007.
- I Where an investigation board is appointed by an Vice President, Area Operations or a District Manager to investigate a fatal or serious industrial non-criminal accident and/or injury, the Union at the installation will be advised promptly. When requested by the Union, a representative from the local Safety and Health Committee will be permitted to accompany the board in its investigation.
- J In installations where employees represented by the Union accept, handle and/or transport hazardous materials, the Employer will establish a program of promoting safety awareness through communications and/or training, as appropriate. Elements of such a program would include, but not be limited to:
 - J1 Informational postings, pamphlets or articles in postal and Area publications.
 - J2 Distribution of Publication 52 to employees whose duties require acceptance of and handling hazardous items.
 - J3 On-the-job training of employees whose duties require the handling and/or transportation of hazardous items. This training will include, but is not limited to, hazard identification; proper handling of hazardous materials; personal protective equipment availability and its use; cleanup and disposal requirements for hazardous materials.
 - J4 All mailbags containing any hazardous materials, as defined in Publication 52, will be appropriately identified so that the employee handling the mail is aware that the mailbag contains one or more hazardous material packages.
 - J5 Personal protective equipment will be made available to employees who are exposed to spills and breakage of hazardous materials.

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Section 14.9 Field Federal Safety and Health Councils

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

ARTICLE 15 GRIEVANCE-ARBITRATION PROCEDURE

Section 15.1 Definition

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

Section 15.2 Grievance Procedure-Steps

Step 1: (a) Any employee who feels aggrieved must discuss the grievance with the employee's immediate supervisor within fourteen (14) days of the date on which the employee or the Union first learned or may reasonably have been expected to have learned of its cause **unless the parties agree in writing to extend the fourteen (14) day period.** The employee, if he or she so desires, may be accompanied and represented by the employee's steward or a Union representative. The Union also may initiate a grievance at Step 1 within 14 days of the date the Union first became aware of (or reasonably should have become aware of) the facts giving rise to the grievance. In such case the participation of an individual grievant is not required.

A Step 1 Union grievance may involve a complaint affecting more than one employee in the office. Whenever the facts giving rise to a grievance relate to an incident/issue occurring or arising on a specific date and involve more than one employee in the office, a Step 1 or Step 2 grievance may only be initiated by the Union as a Union grievance on behalf of all involved employees within a specific work location in an installation as provided in Article 17.2A or as defined by local practice. Should any grievances concerning the same incident/issue be filed at Step 1 by individual employees, the Union will consolidate all such grievances and select a representative grievance which may be appealed to Step 2. Should multiple grievances concerning the same incident/issue be improperly filed/initiated at Step 1 by the Union, management shall notify the Union, and if so notified, the Union shall consolidate all such grievances and select a representative grievance which may be heard at Step 1.

(b) In any discussion at Step 1 the supervisor shall have authority to settle the grievance. The steward or other Union representative likewise shall have authority to settle or withdraw the grievance in whole or in part. No resolution reached as a result of such discussion shall be a precedent for any purpose.

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

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

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

The parties at the national level shall agree upon a computer-generated version of the standard grievance form that may be used to appeal an adverse decision to Step 2.

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

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

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as a result of discussions or compromise in this Step. The installation head or designee in Step 2 also shall have authority to grant or settle the grievance in whole or in part.

(d) At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed statement of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Article 31. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.

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

(f) Following resolution of the "representative" grievance, the parties involved in that grievance shall meet at Step 2 within seven (7) days of their receipt of that resolution, unless the parties agree upon a later date, to identify the other pending grievances involving the same, or substantially similar issues or facts, and to apply the resolution to those grievances. Disputes over the applicability of the resolution of the "representative" grievance shall be resolved through the grievance-arbitration procedures contained in this Article; in the event it is decided that the resolution of the "representative" grievance is not applicable to a particular grievance, the merits of that grievance shall also be considered.

(g) Any settlement or withdrawal of a grievance in Step 2 shall be in writing or shall be noted on the standard grievance form and shall be furnished to the Union representative within ten (10) days after the Step 2 meeting unless the parties agree to extend the ten (10) day period. Any such settlement or withdrawal shall not be a precedent for any purpose, unless the parties specifically so agree or develop an agreement to dispose of future similar or related problems.

(h) Where agreement is not reached, the Employer's decision shall be furnished to the Union representative in writing within ten (10) days after the Step 2 meeting unless the parties agree to extend the ten (10) day period. The decision shall include a full statement of the Employer's understand-

ing of (1) all relevant facts, (2) the contractual provisions involved, and (3) the detailed reasons for denial of the grievance.

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

(j) The Union may appeal an adverse Step 2 decision to Step 3. Any such appeal must be made within fifteen (15) days after receipt of the Employer's decision unless the parties' representatives agree to extend the time for appeal. Any appeal must include copies of (1) the standard grievance form, (2) the Employer's written Step 2 decision, and, if filed (3) the Union corrections or additions to the Step 2 decision.

Step 3: (a) Any appeal from an adverse decision in Step 2 shall be in writing to the appropriate management official at the **LR Service Center** with a copy to the Employer's Step 2 representative, and shall specify the reasons for the appeal.

(b) The grievant shall be represented at Step 3 level by the Union's Regional representative, or designee. The Step 3 meeting of the parties' representatives to discuss the grievance shall be held at the respective Postal Service office (former regional headquarters) within fifteen (15) days after it has been appealed to Step 3. **Step 3 discussions by telephone or video conferencing are permitted with the agreement of both parties' representatives. These discussions and reviews will have the same contractual force and effect as if the parties had met in person.** Each party's representative shall be responsible for making certain that all relevant facts and contentions have been developed and considered. The Union representative shall have authority to settle or withdraw the grievance in whole or in part. The Employer's representative likewise shall have authority to grant the grievance in whole or in part. In any case where the parties' representatives mutually conclude that relevant facts or contentions were not developed adequately in Step 2, they shall have authority to jointly return the grievance to the Step 2 level for full development of all facts and further consideration at that level. In such event, the parties' representatives at Step 2 shall meet within seven (7) days after the grievance is returned to Step 2. Thereafter, the time limits and procedures applicable to Step 2 grievances shall apply.

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

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some supplement thereto which may be of general application is involved in the case.

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

(e) If either party's representative maintains that the grievance involves an interpretive issue under this Agreement, or some supplement thereto which may be of general application, the Union representative shall be entitled to appeal an adverse decision to Step 4 (National level) of the grievance procedure. Any such appeal must be made within twenty-one (21) days after receipt of the Employer's decision and include copies of the standard grievance form, the Step 2 and Step 3 decisions and, if filed, any Union corrections and additions filed at Steps 2 or 3. The Union shall furnish a copy of the Union appeal to the appropriate management official at the Grievance/Arbitration Processing Center.

The party whose representative maintains that the grievance involves an interpretive issue shall provide the other party a written notice specifying in detail the precise interpretive issues(s) to be decided. The Employer's notice shall be included in the Step 3 decision. The Union's written notice shall be automatically included as part of the grievance record in the case but the filing of such notice shall not affect the time limits for appeal.

[See Memos, pages 158, 159]

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

[See Memo, page 159]

Section 15.3 Grievance Procedure-General

- A The parties expect that good faith observance, by their respective representatives, of the principles and procedures set forth above will result in settlement or withdrawal of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end. Every effort shall be made to ensure timely compliance and payment of monetary grievance settlements and arbitration awards. The Employer agrees that upon receipt of necessary paperwork, from the grievant and/or union, concerning a grievance settlement or arbitration award, monetary remuneration will be made. The necessary paperwork is the documents and statements specified in Subchapter 436.4 of the ELM. The Employer will provide the union copies of appropriate pay adjustment forms, including confirmation that such forms were submitted to the appropriate postal officials for compliance and that action has been taken to ensure that the affected employee(s) receives payment and/or other benefits. In the event that an employee is not paid within sixty (60) days after submission of all the necessary paperwork, such employee, upon request, will be granted authorization from management to receive a pay advance equal to seventy (70) percent of the payment owed the employee. In the event of a dispute between the parties concerning the correct amount to be paid, the advance required by this section will be the amount that is not in dispute.
- B The failure of the employee or the Union in Step 1, or the Union thereafter to meet the prescribed time limits of the Steps of this procedure, including arbitration, shall be considered as a waiver of the grievance. However, if the Employer fails to raise the issue of timeliness at Step 2, or at the step at which the employee or Union failed to meet the prescribed time limits, whichever is later, such objection to the processing of the grievance is waived.
- C Failure by the Employer to schedule a meeting or render a decision in any of the Steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall be deemed to move the grievance to the next Step of the grievance-arbitration procedure.
- D It is agreed that in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement, such dispute may be initiated as a grievance at the Step 4 level by either party. Such a grievance shall be initiated in writing and must specify in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the contention of the initiating party. Thereafter the parties shall meet in Step 4 within thirty (30) days in an effort to define the precise issues involved, develop all necessary facts, and reach agreement. Should they fail to agree, then, within fifteen (15) days of such meeting, each party shall provide the other with a statement in

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writing of its understanding of the issues involved, and the facts giving rise to such issues. In the event the parties have failed to reach agreement within sixty (60) days of the initiation of the grievance in Step 4, the Union then may appeal it to arbitration, within thirty (30) days thereafter.

- E The parties have agreed to jointly develop and implement a Contract Interpretation Manual (CIM) within six (6) months after the effective date of the 1998 National Agreement. The CIM will set forth the parties' mutual understanding regarding the proper interpretation and/or application of the provisions of this Agreement. It is not intended to add to, modify, or replace, in any respect, the language in the current Agreement; nor is it intended to modify in any way the rights, responsibilities, or benefits of the parties under the Agreement. However, production of the CIM demonstrates the mutual intent of the parties at the National level to encourage their representatives at all levels to reach resolution regarding issues about which the parties are in agreement and to encourage consistency in the application of the terms of the Agreement. For these reasons, the positions of the parties as set forth in the CIM shall be binding on the representatives of both parties in the resolution of disputes at the Local and Regional levels, and in the processing of grievances through Steps 1, 2 and 3 of the grievance-arbitration procedure. In addition, the positions of the parties as set forth in the CIM are binding on the arbitrator, in accordance with the provisions of Article 15.4A6, in any Regional level arbitration case in which the CIM is introduced. The CIM will be updated periodically to reflect any modifications to the parties' positions which may result from National level arbitration awards, Step 4 decisions, or other sources. The parties' representatives are encouraged to utilize the most recent version of the CIM at all times.

[See Memos and Letters, pages 156-163]

Section 15.4 Arbitration

- A General Provisions
- A1 A request for arbitration shall be submitted within the specified time limit for appeal.
- A2 No grievance may be arbitrated at the National level except when timely notice of appeal is given the Employer in writing by the Union. No grievance may be appealed to arbitration at the Regional level except when timely notice of appeal is given in writing to the appropriate management official at the **LR Service** Center by the certified representative of the Union in the particular Region. Such representative shall be certified to appeal grievances by the Union to the Employer at the National level.

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- A3 All grievances appealed to arbitration will be placed on the appropriate pending arbitration list(s) in the order in which appealed. The Employer, in consultation with the Union, will be responsible for maintaining appropriate dockets of grievances, as appealed, and for administrative functions necessary to assure efficient scheduling and hearing of cases by arbitrators at all levels.
- A4 In order to avoid loss of available hearing time, except in National level cases, a sufficient number of back-up cases shall be scheduled in accordance with Article 15.4B2 to be heard in the event of late settlement or withdrawal of grievances before the hearing. In the event that the parties settle a case or either party withdraws a case five (5) or more days prior to the scheduled arbitration date, the backup cases on the appropriate arbitration list shall be scheduled. In the event that either party withdraws a case less than five (5) days prior to the scheduled arbitration date, and the parties are unable to agree on scheduling other cases on that date, the party withdrawing the case shall pay the full costs of the arbitrator for that date. If the parties settle a case less than five (5) days prior to the scheduled arbitration date and are unable to agree to schedule other cases, the parties shall share the costs of the arbitrator for that date. This paragraph shall not apply to National level arbitration cases.
- A5 Arbitration hearings normally will be held during working hours where practical. Employees whose attendance as witnesses is required at hearings during their regular working hours shall be on Employer time when appearing at the hearing, provided the time spent as a witness is part of the employee's regular working hours. Absent a more permissive local past practice and at no cost to the Employer, 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.
- A6 All decisions of an arbitrator will be final and binding. All decisions of arbitrators shall be limited to the terms and provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended, or modified by an arbitrator. Unless otherwise provided in this Article, all costs, fees and expenses charged by an arbitrator will be shared equally by the parties.
- A7 The parties agree that, upon receipt of the award, each arbitrator's fees and expenses shall be paid in a prompt and timely manner.
- A8 All arbitrators on the District Regular Contract/Discipline Panels and the District Expedited Panels and on the Na-

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tional Panel shall serve for the term of this Agreement and shall continue to serve for six (6) months thereafter, unless the parties otherwise mutually agree.

[See Letter, page 163]

- A9 Arbitrators on the National and on the District Regular Contract/Discipline and District Expedited Panels shall be selected by the method agreed upon by the parties at the National Level. The parties shall meet for this purpose within ninety (90) days after signing this Agreement. In the event the parties cannot agree on individuals to serve on these panels, or to fill any vacancies, selection shall be made by the alternate striking of names from the appropriate list.

[See Letter, page 165]

B Regional Level Arbitration-Regular

- B1 In each District three (3) separate dockets of cases to be heard in arbitration shall be maintained for the Union by the Employer at the Area level:

B1a one for all removal cases and cases involving suspensions for more than 30 days;

B1b one for all cases appealed or referred to Expedited Arbitration; and

B1c one for all other cases appealed to arbitration at the Regional Level.

B2 Regional Arbitration Scheduling

B2a Except as otherwise provided in B2b hereunder, all cases will be scheduled from their respective dockets for each District on a first-in, first-out order based on appeal to arbitration date unless the Union and Employer otherwise agree at the Regional level.

B2b Grievances involving letters of warning or suspensions that have been timely appealed or referred to Expedited or Regular arbitration, where such discipline is cited in a removal or suspension of more than thirty (30) days timely appealed to Regional arbitration, will be provided priority scheduling on the respective docket to assure that such grievances are heard prior to the grievance regarding the removal or suspension of more than thirty (30) days. In no case shall a grievance regarding the removal or suspension of more than thirty (30) days be heard prior to adjudication of

the timely-appealed grievance involving discipline cited in the removal or suspension of more than thirty (30) days. Grievances involving separate elements of discipline cited in a particular removal or suspension of more than thirty (30) days will not be combined for hearing without the mutual consent of the parties.

B2c The parties agree that all cases will be heard in arbitration within **120** days from the date of the grievance appeal to arbitration. If a grievance is not heard in arbitration within the **120** days, the grievance will be scheduled as the first primary case on the next available arbitration hearing date. If, one (1) year after the effective date of this Agreement, this hearing requirement is not complied with by a particular District Panel(s) for three (3) consecutive Accounting Periods, the parties will meet to jointly select a sufficient number of additional arbitrators for that panel(s) to ensure compliance with this hearing requirement. Such meetings and addition of arbitrators will continue, as jointly agreed to by the parties, until the panel(s) is in compliance with the hearing requirement.

B2d The primary case(s) assigned for each arbitration date will be listed on the scheduling letter. Unless mutually agreed otherwise, a maximum of two (2) primary cases from the District Regular Contract and District Regular Discipline dockets and a minimum of six (6) cases from the District Expedited docket will be listed on the respective scheduling letters. In addition every open case from the particular post office where the primary case(s) are located will be scheduled in the event the primary case(s) are resolved or withdrawn; a listing of such cases will be attached to the scheduling letter. If multiple cases exist at the primary location, the cases will be heard in order of appeal date, unless otherwise mutually agreed by the parties. The primary cases will be backed up with three (3) additional cases from the same District and Union geographic area. It is understood that the parties will resolve or arbitrate the cases at this primary location prior to moving to the first back-up location. The parties agree that cases will be heard rather than lose a hearing date.

The primary case(s) and the back-up cases will appear in the scheduling letter to the arbitrator and the parties, which will be submitted no later than forty-five (45) days prior to the scheduled hearing date, unless the parties at the Area/Regional level agree otherwise in a specific instance.

B2e If all cases at the primary location are resolved or withdrawn, the first back-up case shall become the

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scheduled case. If the first back-up case is resolved or withdrawn, additional back-up cases will consist of any open cases (see Section 4B2a for priority scheduling) at the post office location where the first back-up case is scheduled. The scheduling of these cases at the first back-up location shall go in order of appeal date to arbitration unless otherwise agreed at the Area/Regional level. If all cases at the first back-up location are resolved or withdrawn, the second back-up case shall become the scheduled case. If that case is resolved or withdrawn, any open cases (see Section 4B2a for priority scheduling) at the second back-up location will be scheduled as above, first-in, first-out. If all cases at the second back-up location are resolved or withdrawn, the third back-up case shall become the scheduled case, and the same procedures shall apply for scheduling additional cases at that location.

- B2f In the event that all back-up locations are exhausted, the location will be determined by the order of appeal date of cases within the same District and Union geographic area and will continue until no arbitration appeals remain either in the original District or union geographic area.
- B2g If the procedures in B2d through B2f are exhausted, additional locations will be determined by the parties based upon mutual agreement at the Area/Regional level. If no agreement is reached, scheduling of cases will be based upon the order in which cases were appealed to Regional arbitration.
- B2h The appropriate management official at the **LR Service** Center will provide to the Union at the **National** level a list of the pending cases on each docket by District listed in order of first-in, first-out.
- B2i If more than one hearing on a particular date is scheduled for a particular union geographic area, the union at the Regional level may request, and the Employer will agree to a mutually acceptable scheduling adjustment to another union geographic area.
- B3 Only discipline cases involving suspensions of 30 days or less and those other disputes as may be mutually determined by the parties shall be appealed or referred to Expedited Arbitration in accordance with Section 4C hereof.
- B4 Cases appealed or referred to arbitration, which involve removals or suspensions for more than 30 days, shall be scheduled from the appropriate District Regular Discipline docket for hearing at the Regional Level at the earliest pos-

sible date in the order in which appealed by the Union or referred.

- B5 If a written request is submitted by either party at least thirty (30) days prior to the scheduled hearing date for a case(s) appealed to Regional arbitration, the parties will promptly (normally no later than ten (10) calendar days after the request is received by the other party) conduct pre-arbitration discussions regarding the specified case(s).
- B6 If either party concludes that a case appealed or referred to Regional Arbitration involves an interpretative issue under the National Agreement or some supplement thereto which may be of general application, that party may withdraw the case from arbitration and refer the case to Step 4 of the grievance procedure. The party referring the case to Step 4 shall pay the full costs of the arbitrator for that date unless another scheduled case is heard on that date.

The party whose representative maintains that the grievance involves an interpretive issue shall provide the other party a written notice specifying in detail the precise interpretive issue(s) to be decided and that party's contention with regard to the issue. A copy of the notice will be provided to the designated management and union officials at the Area/Regional level.

- B7 The arbitrators on each District Panel shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties.
- B8 Normally, there will be no transcripts of arbitration hearings or filing of post-hearing briefs in cases heard in Regular Regional level arbitration, except either party at the National level may request a transcript, and either party at the hearing may request to file a post-hearing brief. However, each party may file a written statement setting forth its understanding of the facts and issues and its argument at the beginning of the hearing and also shall be given an adequate opportunity to present argument at the conclusion of the hearing.
- B9 The arbitrator in any given case should render an award therein within thirty (30) days of the close of the record in the case.

C Regional Level Arbitration Expedited

- C1 The parties agree to continue the utilization of an expedited arbitration system for disciplinary cases of 30 days suspension or less which do not involve interpretation of this Agreement and for such other cases as the parties may mutually determine. This system may be utilized by

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agreement of the **National** Union and the Vice-President, Labor Relations, or designee. In any such case, the Federal Mediation and Conciliation Service or American Arbitration Association shall immediately notify the designated arbitrator. The designated arbitrator is that member of the District Expedited Panel who, pursuant to a rotation system, is scheduled for the next arbitration hearing. Immediately upon such notification the designated arbitrator shall arrange a place and date for the hearing promptly but within a period of not more than ten (10) working days. If the designated arbitrator is not available to conduct a hearing within the ten (10) working days, the next panel member in rotation shall be notified until an available arbitrator is obtained.

- C2 The parties agree that all cases will be heard in arbitration within **120** days from the date of the grievance appeal to arbitration. If a grievance is not heard in arbitration within the **120** days, the grievance will be scheduled as the first case to be heard on the next available arbitration date. If, one (1) year after the effective date of this Agreement, this hearing requirement is not complied with by a particular District Panel(s) for three (3) consecutive Accounting Periods, the parties will meet to jointly select a sufficient number of additional arbitrators for that panel(s) to ensure compliance with this hearing requirement. Such meetings and addition of arbitrators will continue, as jointly agreed to by the parties, until the panel(s) is in compliance with the hearing requirement.
- C3 If either party concludes that the issues involved are of such complexity or significance as to warrant reference to the District Regular Contract/Discipline Arbitration Panel(s), that party shall notify the other party of such reference at least twenty-four (24) hours prior to the scheduled time for the expedited arbitration.
- C4 The hearing shall be conducted in accordance with the following:
 - C4a the hearing shall be informal;
 - C4b no briefs shall be filed or transcripts made;
 - C4c there shall be no formal rules of evidence;
 - C4d the hearing shall normally be completed within one day;
 - C4e if the arbitrator or the parties mutually conclude at the hearing that the issues involved are of such complexity or significance as to warrant reference to the District Regular Contract/Discipline Arbitration Panel, the

case shall be referred to that panel. **If the arbitrator, or the parties mutually, refer the case to Regular Arbitration, the parties shall share the costs of the arbitrator for that expedited arbitration date;** and

- C4f the arbitrator may issue a bench decision at the hearing but in any event shall render a decision within forty-eight (48) hours after conclusion of the hearing. Such decision shall be based on the record before the arbitrator and may include a brief written explanation of the basis for such conclusion. These decisions will not be cited as a precedent. The arbitrator's decision shall be final and binding. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.
- C5 No decision by a member of the District Expedited Panel in such a case shall be regarded as a precedent or be cited in any future proceeding, but otherwise will be a final and binding decision.
- C6 The District Expedited Arbitration Panel shall be developed by the National parties, on a geographic area basis, with the aid of the American Arbitration Association and the Federal Mediation and Conciliation Service.

[See MOU, page 166]

D National Level Arbitration

- D1 Only cases involving interpretive issues under this Agreement or supplements thereto of general application will be arbitrated at the National level.
- D2 A docket of cases appealed to arbitration at the National level shall be maintained for the Union. The arbitrators on the National Panel shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties. Cases on the docket will be scheduled for arbitration in the order in which appealed, unless the Union and Employer otherwise agree, and with the exception of priority scheduling hereinafter defined. The parties agree that in each calendar year the Employer may, at its option, elect priority scheduling to the top of the arbitration docket, of up to two cases from the list of disputes it previously initiated pursuant to Article 15.3D, and the Union may, at its option, elect priority scheduling to the top of the arbitration docket, of up to two cases from all cases other than those initiated by the Employer pursuant to Article 15.3D.

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Section 15.5 Administration

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

- A number of cases appealed to arbitration;
- B number of cases scheduled for hearing;
- C number of cases heard;
- D number of scheduled hearing dates, if any, which were not used;
- E the total number of cases pending but not scheduled at the end of the quarter.

ARTICLE 16 DISCIPLINE PROCEDURE

Section 16.1 Statement of Principle

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

Section 16.2 Discussions

For minor offenses by an employee, management has a responsibility to discuss such matters with the employee. Discussions of this type shall be held in private between the employee and the supervisor. Such discussions are not considered discipline and are not grievable. Following such discussions, there is no prohibition against the supervisor and/or the employee making a personal notation of the date and subject matter for their own personal record(s). However, no notation or other information pertaining to such discussion shall be included in the employee's personnel folder. While such discussions may not be cited as an element of a prior adverse record in any subsequent disciplinary action against an employee, they may be, where relevant and timely, relied upon to establish that employees have been made aware of their obligations and responsibilities.

Section 16.3 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.

[See MOU, page 167]

Section 16.4 Suspensions of Less Than 14 Days

In the case of discipline involving suspensions of less than fourteen (14) days, the employee against whom disciplinary action is sought to be initiated shall be served with a written notice of the charges against the employee and shall be further informed that he/she will be suspended, but that such suspension shall be served while on duty with no loss of pay (no-time-off suspension). No-time-off suspensions shall be considered to be of the same degree of seriousness, and will satisfy the same step in the pattern of progressive discipline as the time-off suspension being replaced. As such, no-time-off suspensions are equivalent to the previously issued time-off suspensions as an element of past discipline.

Section 16.5 Suspensions of 14 or More Days or Discharge

In the case of discipline involving suspensions of fourteen (14) days, the employee against whom disciplinary action is sought to be initiated shall be served with a written notice of the charges against the employee and shall be further informed that he/she will be suspended after fourteen (14) calendar days during which fourteen (14) day period the employee shall remain on the job or on the clock (in pay status) at the option of the Employer. However, if the Union or the employee initiates a timely grievance prior to the effective date of the action and if the grievance is timely appealed to Step 2, the grievant shall not begin to serve the suspension until after the Step 2 decision has been rendered.

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

A preference eligible who chooses to appeal a suspension of more than fourteen (14) days or his 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 his MSPB appeal. When there is reasonable cause to believe an employee is guilty of a crime for which a sentence of imprisonment can be imposed, the Employer is not required to give the employee the full thirty (30) days' advance written notice in a discharge action, but shall give such lesser number of days advance written notice as under the circumstances is reasonable and can

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be justified. The employee is immediately removed from a pay status at the end of the notice period.

Section 16.6 Indefinite Suspension Crime Situation

- A The Employer may indefinitely suspend an employee in those cases where the Employer has reasonable cause to believe an employee is guilty of a crime for which a sentence of imprisonment can be imposed. In such cases, the Employer is not required to give the employee the full thirty (30) days advance notice of indefinite suspension, but shall give such lesser number of days of advance written notice as under the circumstances is reasonable and can be justified. The employee is immediately removed from a pay status at the end of the notice period.
- B The just cause of an indefinite suspension is grievable. The arbitrator shall have the authority to reinstate and make the employee whole for the entire period of the indefinite suspension.
- C If after further investigation or after resolution of the criminal charges against the employee, the Employer determines to return the employee to a pay status, the employee shall be entitled to back pay for the period that the indefinite suspension exceeded seventy (70) days, if the employee was otherwise available for duty, and without prejudice to any grievance filed under 6B 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 16.5 of this Article.

Section 16.7 Emergency Procedure

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

An employee placed in an off-duty status under this Section may utilize his or her accrued annual leave during this period.

Section 16.8 Review of Discipline

- A In no case may a supervisor impose suspension or discharge upon an employee unless the proposed disciplinary action by the supervisor has first been reviewed and concurred in, in a signed and dated writing, by the installation head or designee.
- B In associate post offices of twenty (20) or less employees, or where there is no higher level supervisor than the supervisor who proposes to initiate suspension or discharge, the proposed disciplinary action shall first be reviewed and concurred in, in a signed and dated writing, by a higher authority outside such installation or post office before any proposed disciplinary action is taken.

Section 16.9 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 appeals under the Veterans' Preference Act, the employee will be deemed to have waived further access to the grievance arbitration procedure beyond Step 3 under any of the following circumstances:
 - 1. If an MSPB settlement agreement is reached.
 - 2. If the MSPB has not yet issued a decision on the merits, but a hearing on the merits before the MSPB has begun.
 - 3. If the MSPB issues a decision on the merits of the appeal.
- B In the event the grievance of a preference eligible 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 16.9A1, 2 or 3 above, 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 16.10 Employee Discipline Records

The records of a disciplinary action against an employee shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the employee for a period of two years. Upon the employee's written request, a disciplinary notice or decision letter will be removed from the employee's official personnel folder after two years

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if there has been no disciplinary action initiated against the employee in that two year period.

[See Memos, pages 168-170]

ARTICLE 17 REPRESENTATION

Section 17.1 Stewards

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

Section 17.2 Appointment of Stewards

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

Employees in the bargaining unit per tour or station

Up to 49	"	1 steward
50 to 99	"	2 stewards
100 to 199	"	3 stewards
200 to 499	"	5 stewards
500 or more	"	5 stewards plus additional steward for each 100 employees

At each installation, the Union may certify one representative employed at that installation to represent employees in all work locations and on all tours in complaints involving issues of general application in that installation. Such complaints involve tour-wide and/or installation-wide issues, including, but not limited to, local policy issues, casual employment/utilization and Acts of God. The activities of such Union representative shall be in lieu of a steward designated under the formula above and shall be in accordance with Section 17.3. Payment, when applicable, shall be in accordance with Section 17.4.

- B At an installation, the Union may designate in writing to the Employer one Union representative actively employed at that installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance. The activities of such Union representative shall be in lieu of a steward designated under the formula in Section 2A and shall be in accordance with Section 17.3. Payment, when applicable, shall be in accordance with Section 17.4.
- C To provide steward service to a number of small installations where a steward is not provided by the above formula, the Union representative certified to the Employer in writing and compensated by the Union may perform the duties of a steward.
- D At the option of 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 District level, with a courtesy copy to the Area, and providing such representatives act in lieu of stewards designated under the provisions of 2A or 2B above.

Section 17.3 Rights of Stewards

- A When it is necessary for a steward to leave his/her work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, the steward shall request permission from the immediate supervisor and such request shall not be unreasonably denied. In the event the duties require the steward leave the work area and enter another area within the installation or post office, the steward must also receive permission from the supervisor from the other area he/she wishes to enter and such request shall not be unreasonably denied.
- B The steward, chief steward or other Union representative properly certified in accordance with Section 17.2 above may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.
- C While serving as a steward or chief steward, an employee may not be involuntarily transferred to another tour, to another station or branch of the particular post office or to another independent post office or installation unless there is no job for which the employee is qualified on such tour, or in such station or branch, or post office. If an employee requests a steward or Union representative to be present during the course of an interrogation by the Inspection Service, such request will be granted. All polygraph tests will continue to be on a voluntary basis.

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Section 17.4 Payment of Stewards

- A The Employer will authorize payment only under the following conditions:

Grievances:

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

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

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

Section 17.5 Union Participation in New Employee Orientation

During the course of any employment orientation program for new **career or non-career employees covered by this Agreement**, a representative of the Union representing the craft to which the new employees are assigned shall be provided ample opportunity to address such new employees, provided that this provision does not preclude the Employer from addressing employees concerning the same subject. **In addition, at the time any non-career employees covered by this Agreement become eligible for health insurance, the Union will be provided ample opportunity to address such employees on this subject.**

Health benefit enrollment information and forms will not be provided during orientation until such time as a representative of the Union has had an opportunity to address such new employees.

Section 17.6 Checkoff

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

entitled within 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 in the following form:

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

I hereby assign to the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, Local Union No. _____, from any salary or wages earned or to be earned by me as your employee (in my present or any future employment by you) such regular and periodic membership dues as the Union may certify as due and owing from me, as may be established from time to time by said Union. I authorize and direct you to deduct such amounts from my pay and to remit same to said Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

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

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

Signature of Employee _____ Date _____

Name of Employee _____ Social Security Number _____
(Print, Last Name, First, Middle)

Home Address _____ (City and State) _____ (Zipcode) _____
(Street and Number)

Postal Installation _____ Installation Finance Number _____

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FOR USE BY LOCAL UNION OFFICIAL

National Postal Mail Handlers Union, Local Union Finance Number
AFL-CIO, a Division of the Laborers' _____
International Union of North America _____
Local Union No. _____

I hereby certify that the regular dues of this Local Union for the above named member are currently established at

\$ _____ per pay period.

Signature and Title of Authorized Union Official Date

FOR USE BY EMPLOYER REPRESENTATIVE

Date of Delivery to Employer

Signature and Title of Employer Representative

- 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 Employer agrees that it will continue in effect, but without cost to employees, its existing program of payroll deductions at the request and on behalf of employees for remittance to financial institutions including credit unions. In addition, the Employer agrees without cost to the employee to make payroll deductions on behalf of such organization or organizations as 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 insurance carrier is selected to provide such coverage.

[See MOU, page 170]

ARTICLE 18 NO STRIKE

Section 18.1

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

Section 18.2

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

Section 18.3

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

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

ARTICLE 19 HANDBOOKS AND MANUALS

Section 19.1

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

Section 19.2

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least sixty (60) days prior to issuance. The Employer shall provide the Union with the following information about the proposed changes: a nar-

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rative explanation of the purpose and impact on employees and any documentation concerning the proposed changes from the manager(s) requesting the changes. Proposed changes will be furnished to the Union by hard copy and, if available, by electronic file. At the request of the Union, the parties shall meet concerning such changes. If the Union requests a meeting concerning the proposed changes, those present at the meeting will include representatives of USPS Labor Relations and manager(s) who are knowledgeable about the purpose of the proposed changes and the impact of such proposed changes on employees. If the Union, after the meeting, believes the proposed changes violate this Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure within ninety (90) days after receipt of the notice of proposed change. Within fifteen (15) days after the issue has been submitted to arbitration, each party shall provide the other with a statement in writing of its understanding of the precise issues involved, and the facts giving rise to such issues. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished the Union upon issuance.

ARTICLE 20 PARKING

Section 20.1 Parking Program

The existing parking program will remain in effect.

Section 20.2 Security

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

Section 20.3 Energy Usage

In order to reduce energy usage the Employer and the Union will promote the use of carpooling and public transportation, where available.

[See Memo, page 171]

Section 20.4 Parking

- A In postal facilities where parking is on a first-come/first-served basis, there will not be a parking space assigned to the designated agent of the Mail Handlers Union, except where such space has been previously negotiated.

- B In postal facilities where at least one space has been assigned to a postal employee (either bargaining or nonbargaining), a parking space shall be assigned to the designated agent of the Mail Handlers Union.
- C The provisions of B above will not apply to parking spaces assigned for the handicapped, nonpostal people (i.e., tenants), customers, postal vehicles, personal vehicles normally utilized in official postal duties or if a parking space is assigned adjunct to a security post. The above provisions are not intended to eliminate any parking space previously acquired by the designated agent of the Mail Handler Union through local negotiations.

Section 20.5 Committee

The parking program is a proper subject for discussion at Labor-Management Committee meetings at the national level provided in Article 38.

ARTICLE 21 BENEFIT PLANS

Section 21.1 Health Benefits

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

- A The Office of Personnel Management shall calculate the subscription charges under the FEHBP that will be in effect the following January with respect to self only enrollments and self and family enrollments.
- B **For career employees on the rolls prior to February 15, 2013, the bi-weekly Employer contribution for self only and self and family plans is adjusted to an amount equal to 80% in 2013, 78% in 2014, 77% in 2015, and 76% in 2016 of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management. For career employees hired on or subsequent to February 15, 2013, the bi-weekly Employer contribution to self and family plans is adjusted to an amount equal to 77% in years 2013 through 2015, and 76% in 2016, of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management.** The adjustment begins on the effective date determined by the Office of Personnel Management in **January 2013, January 2014, January 2015, and January 2016.**
- C The weight to be given to a particular subscription charge for each FEHB plan and option will be based on the number of en-

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rollees in each such plan and option for whom contributions have been received from employers covered by the FEHBP as determined by the Office of Personnel Management.

- D The amount necessary to pay the total charge for enrollment after the Employer's contribution is deducted shall be withheld from the pay of each enrolled employee. To the extent permitted by law, the Employer shall permit employees covered by this Agreement to make their premium contributions to the cost of each plan on a pre-tax basis, and shall extend eligibility to such employees for the U.S. Postal Service's flexible spending account plans for unreimbursed health care expenses and work-related child care and elder care expenses as authorized under Section 125 of the Internal Revenue Code.
- E **For career employees on the rolls prior to February 15, 2013, the limitation upon the Employer's contribution towards any individual employee shall be 83.50% in 2013, 81.25% in 2014, 80.25% in 2015, and 79.25% in 2016 of the subscription charge under the FEHBP in 2013, 2014, 2015, and 2016. For career employees hired on or subsequent to February 15, 2013, the limitation shall be 80.25% for years 2013 through 2015, and 79.25% for 2016.**

Section 21.2 Life Insurance

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

Section 21.3 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 21.4 Injury Compensation

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

Section 21.5 Health Benefit Brochures

When a new employee who is eligible for enrollment in the Federal Employee's Health Benefit Program enters the Postal Service, the employee shall be furnished a copy of the Health Benefit Plan brochure of the Union.

[See Memo, page 172]

**ARTICLE 22
BULLETIN BOARDS**

The Employer shall furnish a bulletin board for the exclusive use of the Union, subject to the conditions stated herein, if space is available. The Union may place a literature rack in swing rooms, if space is available. Only suitable notices and literature may be posted or placed in literature racks. There shall be no posting or placement of notices or literature in literature racks except upon the authority of the officially designated Union representative.

**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 postal installations 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 24.1 Continuation of Benefits

Any employee on leave without pay to devote full or part-time service to the Union shall be credited with step increases as if in a pay status. Retirement benefits will accrue on the basis of the employee's step so attained, provided the employee makes contributions to the retirement fund in accordance with current procedure. Annual and sick leave will be earned in accordance with existing procedures based on hours worked.

Section 24.2 Leave for Union Conventions

- A Full or part-time employees will be granted annual leave or leave without pay at the election of the employee to attend National, State and Regional Union Conventions (Assemblies) provided that a request for leave has been submitted by the employee to the installation head as soon as practicable and provided that approval of such leave does not seriously adversely affect the service needs of the installation. Such requests will not be unreasonably denied.
- B 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

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installation, unless agreed to the contrary at the local level. Where the specific delegates to the Convention (Assembly) have not yet been determined, upon the request of the Union, the Employer will make provision for leave for these delegates prior to making commitments for vacations.

- C If the requested leave falls within the choice vacation period and the request is submitted after the determination of the choice vacation period schedule, the Employer will make every reasonable effort to grant such request, consistent with service needs. Such requests will not be unreasonably denied.

ARTICLE 25 HIGHER LEVEL ASSIGNMENTS

Section 25.1 Definitions

Higher level work is defined as an assignment to a ranked higher level position, whether or not such position has been authorized at the installation.

Section 25.2 Higher Level Pay

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

[See Memo, page 170]

Section 25.3 Written Orders

Any employee detailed to higher level work shall be given a written management order, stating beginning and approximate termination, and directing the employee to perform the duties of the higher level position. Such written order shall be accepted as authorization for the higher level pay. The failure of management to give a written order is not grounds for denial of higher level pay if the employee was otherwise directed to perform the duties.

Section 25.4 Higher Level Details

Detailing of employees to higher level bargaining unit work in each craft shall be from those eligible, qualified and available employees in each craft in the immediate work area in which the temporarily vacant higher level position exists. However, for details of an anticipated duration of one week (five working days within seven calendar days) or longer to those higher level craft positions enumerated in this Agreement as being permanently filled on the basis of promotion of the senior qualified employee, the senior, qualified, eligible, available employee in the immediate

work area in which the temporarily vacant higher level position exists shall be selected.

Section 25.5 Leave Pay

- A Leave pay for employees detailed to a higher level position will be administered in accordance with the following:
 - A1 Employees working short-term on a higher level assignment or detail will be entitled to approved sick and annual paid leave at the higher level rate for a period not to exceed three days.
 - A2 Short-term shall mean an employee has been on an assignment or detail to a higher level for a period of 29 consecutive workdays or less at the time leave is taken and such assignment or detail to the higher level position is resumed upon return to work. All short-term assignments or details will be automatically canceled if replacements are required for absent detailed employees.
 - A3 Long-term shall mean an employee has been on an assignment or detail to the higher level position for a period of 30 consecutive workdays or longer at the time leave is taken and such assignment or detail to the higher level position is resumed upon return to work.
- B Terminal leave payments resulting from death will be paid at the higher level for all employees who are assigned or detailed to higher level assignments on their last workday.

**ARTICLE 26
UNIFORM AND WORK CLOTHES**

Section 26.1 Uniform and Work Clothes Administration

All employees who are required to wear uniforms or work clothes shall be furnished uniforms or work clothes or shall be reimbursed for purchases of authorized items from duly licensed vendors. The current administration of the Uniform and Work Clothes Program shall be continued unless otherwise changed by this Agreement or the Employer.

Section 26.2 Contract Program Administration

Employees who are currently furnished uniforms pursuant to the contract program shall continue to be so entitled. Such uniforms shall be issued in a timely manner. The allowance to Mail Handlers under this program shall be as follows:

**\$158 effective November 21, 2013
\$162 effective November 21, 2014**

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\$166 effective November 21, 2015

Each increase shall become effective on the employee's anniversary date following the effective date of change.

Section 26.3 Annual Allowance

The current Work Clothes Program will be continued for those full-time employees who have been determined to be eligible for such clothing based on the nature of work performed on a full-time basis in pouching and dispatching units, parcel post sorting units, bulk mail sacking operations, and ordinary paper sacking units. The Employer will provide eligible employees with an annual allowance to obtain authorized work clothes on a reimbursable basis from licensed vendors as follows:

\$80 effective November 21, 2013

\$82 effective November 21, 2014

\$84 effective November 21, 2015

Each increase shall become effective on the employee's anniversary date following the effective date of change.

ARTICLE 27 EMPLOYEE CLAIMS

Section 27.1 Claim Filing

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

Section 27.2 Claim Adjudication

Claims should be documented, if possible, and submitted with recommendations by the Union steward to the Employer at the local level. The Employer will submit the claim, with the Employer's and the steward's recommendation within 15 days, to the District office for determination. The claim will be adjudicated within thirty (30) days after receipt at the District office. An adverse determination on the claim may be appealed pursuant to the procedures for appealing an adverse decision in Step 3 of the grievance-arbitration procedure. A decision letter denying a claim in whole or in part will include notification of the Union's right to appeal the decision to arbitration. The District office will provide to the Union's

Regional Representative a copy of the denial letter, the claim form, and all documentation submitted in connection with the claim. The installation head or designee will provide a copy of the denial letter to the steward whose recommendation is part of the claim form.

ARTICLE 28 EMPLOYER CLAIMS

Section 28.1 Statement of Principle

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

Section 28.2 Loss or Damage of the Mails

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

Section 28.3 Damage to U.S.P.S. Property and Vehicles

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

Section 28.4 Collection Procedures

- A If a grievance is initiated and advanced through the grievance-arbitration procedure or a petition has been filed pursuant to the Debt Collection Act, regardless of the amount and type of debt, collection of the debt will be delayed until disposition of the grievance and/or petition has (have) been had, either through settlement or exhaustion of contractual and/or administrative procedures.
- B No more than 15 percent of an employee's disposable pay or 20 percent of the employee's biweekly gross pay, whichever is lower, may be deducted each pay period to satisfy a postal debt, unless the parties agree, in writing, to a different amount.

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ARTICLE 29 LIMITATION ON REVOCATION OF OF-346

Section 29.1 Revocation or Suspension of OF-346

- A An employee's OF-346, Operator's Identification Card, may be revoked or suspended when the on-duty record shows that the employee is an unsafe driver.
- B Elements of an employee's on-duty record which may be used to determine whether the employee is an unsafe driver include, but are not limited to, traffic law violations, accidents or failure to meet required physical or operations standards.
- C The report of the Safe Driver Award Committee cannot be used as a basis for revoking or suspending an OF-346.
- D When a revocation, suspension, or reissuance of an employee's OF-346 is under consideration, only the on-duty record will be considered in making a final determination. An employee's OF-346 will be automatically revoked or suspended concurrently with any revocation or suspension of State driver's license and restored upon reinstatement. Such revocation or suspension of the State driver's license shall not prevent the employee from operating in-house power equipment, if the employee is otherwise qualified to do so. Every reasonable effort will be made to reassign such employee to non-driving duties. In the event such revocation or suspension of the State driver's license is with the condition that the employee may operate a vehicle for employment purposes, the OF-346 will not be automatically revoked. When revocation, suspension, or reissuance of an employee's OF-346 is under consideration based on the on-duty record, such conditional revocation or suspension of the State driver's license may be considered in making a final determination.

Section 29.2 Issuance

- A An employee shall be issued an OF-346 when such employee has a valid State driver's license, passes the driving test of the U.S. Postal Service, and has a satisfactory driving history.
- B An employee who has been issued an OF-346 for the operation of a motor vehicle must inform the supervisor immediately of the revocation or suspension of such employee's State driver's license.

**ARTICLE 30
LOCAL IMPLEMENTATION**

Section 30.1 Current Memoranda of Understanding

Presently effective local memoranda of understanding not inconsistent or in conflict with this Agreement shall remain in effect during the term of this Agreement unless changed by mutual agreement pursuant to the local implementation procedure set forth below or, as a result of an arbitration award or settlement arising from either party's impasse of an item from the presently effective local memorandum of understanding.

Section 30.2 Items for Local Negotiations

There shall be a 30 consecutive day period of local implementation which shall occur within a period of 60 days commencing September 1, **2013** on the 20 specific items enumerated below, provided that no local memorandum of understanding may be inconsistent with or vary the terms of this Agreement:

- A Additional or longer wash-up periods.
- B Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.
- C Formulation of local leave program.
- D The duration of the choice vacation period.
- E The determination of the beginning day of an employee's vacation period.
- F Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.
- G Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
- H Determination of the maximum percentage of employees who shall receive leave each week during the choice vacation period.
- I The issuance of official notices to each employee of the vacation schedule approved for such employee.
- J Determination of the date and means of notifying employees of the beginning of the new leave year.
- K The procedures for submission of applications for annual leave during other than the choice vacation period.

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- L Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.
- M The number of light duty assignments to be reserved for temporary or permanent light duty assignment.
- N The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.
- O The identification of assignments that are to be considered light duty.
- P The identification of assignments comprising a section, when it is proposed to reassign within an installation, employees excess to the needs of a section.
- Q The assignment of employee parking spaces.
- R The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.
- S Those other items which are subject to local negotiations as provided in the following Articles:
 - Article 12, Section .3B5
 - Article 12, Section .3C
 - Article 12, Section .3E3e
 - Article 12, Section .4
 - Article 12, Section .6C4a
 - Article 13, Section .3
- T Local implementation of this Agreement relating to seniority, reassignments and posting.

Section 30.3 Grievance-Arbitration Procedure

- A All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the Union or the Vice President, Labor Relations. The request for arbitration must be submitted within 10 days of the end of the local implementation period. However, where there is no agreement and the matter is not referred to arbitration, the provisions of the former local memorandum of understanding shall apply, unless inconsistent with or in conflict with this Agreement. The Employer may challenge a provision(s) of a local memorandum of understanding on "inconsistent or in conflict" grounds only by making a reasonable claim during the local implementation process that a provision(s) of the local memorandum of understanding is inconsistent or in conflict with new or amended provisions of the current National Agreement that did not exist in the pre-

vious National Agreement, or with provisions that have been amended subsequent to the effective date of the previous National Agreement. If local management refuses to abide by a local memorandum of understanding on "inconsistent or in conflict" grounds and an arbitrator subsequently finds that local management had no reasonable basis for its claim, the arbitrator is empowered to issue an appropriate remedy.

In the event of a mid-term change or addition in the National Agreement, local management may challenge a provision(s) of a local memorandum of understanding subsequent to the local implementation period, but only by making a reasonable claim that a provision(s) of a local memorandum of understanding is inconsistent or in conflict with the changed provision(s) of the National Agreement. The challenged provision(s) declared to be inconsistent or in conflict with the National Agreement shall remain in effect for 120 days from the date on which the Union is notified in writing of management's challenge or the date of an arbitrator's award dealing with management's challenge, whichever is sooner.

[See Memo, page 173]

- B An alleged violation of the terms of a memorandum of understanding shall be subject to the grievance-arbitration procedure.
- C When installations are consolidated or when a new installation is established, the parties shall conduct a thirty (30) day period of local implementation, pursuant to Section 2. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the Union or the Vice President, Labor Relations. The request for arbitration must be submitted in accordance with the Memorandum of Understanding Re: Local Implementation.
- D Where the Postal Service, pursuant to Section 3A, submits a proposal remaining in dispute to arbitration, which proposal seeks to change a presently-effective Local Memorandum of Understanding, the Postal Service shall have the burden of establishing that continuation of the existing provision would represent an unreasonable burden to the Postal Service.

Section 30.4 Local Memorandum of Understanding

Subject to the local implementation provisions of this Article, at the conclusion of the local negotiation period, the management representative and the Union representative will sign a local memorandum of understanding for those items on which agreement has been reached. Any items which remain in dispute and which are subsequently resolved in accordance with the local implementation provisions of this Article will be incorporated as an addendum to the local memorandum of understanding. The format for the local memorandum shall be as follows: This Memorandum of Understanding is entered into on _____, 20____, at _____, between the

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representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, pursuant to the Local Implementation Article of the 2011 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

ARTICLE 31 UNION-MANAGEMENT COOPERATION

Section 31.1 Membership Solicitation

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

Section 31.2 Computer Tapes

The Employer shall, on an accounting period basis, provide the Union at its national headquarters with a computer tape containing information as set forth in the Memorandum of Understanding regarding Article 31.

[See Memo and Letter, pages 174-175]

Section 31.3 Information

- A 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 written request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union to reimburse the USPS for any costs reasonably incurred in obtaining the information.
- B Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or designee. All other requests for information should be directed by the Union to the Vice President, Labor Relations.
- C Nothing herein shall waive any rights the Union may have to obtain information under the National Labor Relations Act, as amended.

Section 31.4 Committee

The Employer and the Union, believing that improvements in the work life can heighten employee job satisfaction, enhance organizational effective-

ness, and increase the quality of service and that these objectives can be best accomplished by joint effort, hereby continue, at the national level, a joint Committee to Improve the Quality of Work Life.

**ARTICLE 32
SUBCONTRACTING**

Section 32.1 General Principles

- A The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.
- B The Employer will give advance notification to the Union at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet with the Union while developing the initial Comparative Analysis Report. The Employer will consider the Union's views on costs and other factors, together with proposals to avoid subcontracting and proposals to minimize the impact of any subcontracting. A statement of the Union's views and proposals will be included in the initial Comparative Analysis and in any Decision Analysis Report relating to the subcontracting under consideration. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Union.

Section 32.2 Special Provisions

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

Section 32.3 Committee

Subcontracting is a proper subject for discussion at Labor-Management Committee meetings at the national level provided in Article 38.

[See Memo, page 176]

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ARTICLE 33 PROMOTIONS

Section 33.1 General Principles

The Employer agrees to place particular emphasis upon career advancement opportunities. First opportunity for promotions will be given to qualified career employees. The Employer will assist employees to improve their own skills through training and self-help programs, and will continue to expand the Postal Employee Development Center concept.

Section 33.2 Bargaining Unit Promotions

- A When an opportunity for promotion to a bargaining unit position exists in an installation, an announcement shall be posted on official bulletin boards soliciting applications from employees in the bargaining unit. Bargaining unit employees meeting the qualifications for the position shall be given first consideration. Qualifications shall include, but not be limited to, ability to perform the job, merit, experience, knowledge, and physical ability. Where there are qualified applicants, the best qualified applicant shall be selected; however, if there is no appreciable difference in the qualifications of the best of the qualified applicants and the Employer selects from among such applicants, seniority shall be the determining factor. Written examinations shall not be controlling in determining qualifications. If no bargaining unit employee is selected for the promotion, the Employer will solicit applications from all other qualified employees within the installation.
- B Promotions to positions enumerated in Article 12 of this Agreement shall be made in accordance with such Article by selection of the senior qualified employee bidding for the position.

Section 33.3 Examinations

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

ARTICLE 34 WORK AND/OR TIME STANDARDS

Section 34.1 Statement of Principle

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

Section 34.2 Union Notification

- A The Employer agrees that any work measurement systems or time or work standards shall be fair, reasonable and equitable.

The Employer agrees that the Union will be kept informed during the making of time or work studies which are to be used as a basis for changing current or instituting new work measurement systems or work or time standards. The Employer agrees that the Union may designate a representative who may enter postal installations for purposes of observing the making of time or work studies which are to be used as the basis for changing current or instituting new work measurement systems or work or time standards.

- B The Employer agrees that before changing any current or instituting any new work measurement systems or work or time standards, it will notify the Union as far in advance as practicable, but not less than 15 days in advance.
- C When the Employer determines the need to implement any new nationally developed and nationally applicable work or time standards, it will first conduct a test or tests of the standards in one or more installations. The Employer will notify the Union at least 15 days in advance of any such test.
- D If such test is deemed by the Employer to be satisfactory and it subsequently intends to convert the tests to live implementation in the test cities, it will notify the Union at least 30 days in advance of such intended implementation.

Section 34.3 Difference Resolution

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

Section 34.4 Grievance and Arbitration

- A If no agreement is reached within five days after the meetings begin, the Union may initiate a grievance at the national level. If no grievance is initiated, the Employer will implement the new work or time standards at its discretion.
- B If a grievance is filed and is unresolved within 10 days, and the Union decides to arbitrate, the matter must be submitted to priority arbitration by the Union within 5 days. The conversion from a test basis to live implementation may proceed in the test cities, except as provided in Section 34.5.
- C The arbitrator's award will be issued no later than 60 days after the commencement of the arbitration hearing. During the period prior to the issuance of the arbitrator's award, the new work or time standards will not be implemented beyond the test cities, and no new tests of the new standards will be initiated. Data

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gathering efforts or work or time studies, however, may be conducted during this period in any installation.

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

Section 34.5 Union Studies

After receipt of notification provided for in Section 2.D of this Article, the Union shall be permitted to make time or work studies in the test cities. The Union shall notify the Employer within ten (10) days of its intent to conduct such studies. The Union studies shall not exceed ninety (90) days, from the date of such notice, during which time the Employer agrees to postpone implementation in the test cities. There shall be no disruption of operations or of the work of employees due to the making of such studies. Upon request, the Union shall be permitted to examine relevant available technical information, including final data worksheets, that were used by the Employer in the establishment of the new or changed work or time standards. The Employer is to be kept informed during the making of such Union studies and, upon the Employer's request, the Employer shall be permitted to examine relevant available technical information, including final data worksheets, relied upon by the Union.

ARTICLE 35 ALCOHOL AND DRUG RECOVERY PROGRAMS

Section 35.1 Programs

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

- B An employee's voluntary participation in such programs will be considered favorably in disciplinary action proceedings.
- C In offices having EAP Programs the status and progress of the program, including improving methods for identifying alcoholism and drug abuse at its early stages and encouraging employees to obtain treatment without delay, will be proper agenda items for discussion at the local regularly scheduled Labor-Management Committee meetings as provided for in Article 38. Such discussion shall not breach the confidentiality of EAP participants.

Section 35.2 Referral Information

In Postal installations having professional medical units, the Employer will insure that the professional staffs maintain a current listing of all local community federally-approved drug treatment agencies for referring employees with such problems. A copy of this community listing will be given to the local union representative.

ARTICLE 36 CREDIT UNIONS AND TRAVEL

Section 36.1 Credit Unions

- A In the event the Union or its local Unions (whether called Area Locals or by other names) presently operate or shall hereafter establish and charter credit unions, the Employer shall, without charge, authorize and provide space, if available, for the operation of such credit unions in Federal buildings, in other than workroom space.
- B Any postal employee who is an employee of any such credit union or an officer, official, or Board member of any such credit union, shall, if such employee can be spared, be granted annual leave or leave without pay, at the option of the employee, for up to eight (8) hours daily, to perform credit union duties.

Section 36.2 Travel, Subsistence and Transportation

- A The Employer shall continue the current travel, subsistence and transportation program.
- B Employees will be paid a mileage allowance for the use of privately-owned automobiles for travel on official business when authorized by the Employer equal to the standard mileage rate for use of a privately-owned automobile as authorized by the General Services Administration (GSA). Any change in the GSA standard mileage rate for use of a privately-owned automobile will be put into effect by the Employer within sixty (60) days of the effective date of the GSA change.

Article 37.1

- C All travel for job-related training will be considered compensable work hours.

ARTICLE 37 SPECIAL PROVISIONS

Section 37.1 Mail Handler Watchmen

Former mail handler watchmen, whose positions have been abolished, shall continue to be treated in accordance with the seniority, posting and reassignment provisions of this Agreement.

Section 37.2 Inspection of Lockers

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

Section 37.3 Local Distribution of Personnel Action Roster Notices

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

Section 37.4 Energy Shortages

In the event of an energy crisis, the Employer shall make every reasonable attempt to secure a high priority from the appropriate Federal agency to obtain the fuel necessary for the satisfactory maintenance of postal operations. In such a case, or in the event of any serious widespread energy shortage, the Employer and the Union shall meet and discuss the problems and proposed solutions through the Labor-Management Committee provided in Article 38.

Section 37.5 Local Policy on Telephones

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

Section 37.6 Fatigue

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

Section 37.7 Saved Grade Retention

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

**ARTICLE 38
LABOR-MANAGEMENT COMMITTEE**

Section 38.1 Statement of Principle

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

Section 38.2 Committee Meetings

- A At the national and regional/area levels, the Labor-Management Committees shall meet quarterly, unless additional meetings are scheduled by mutual agreement. Agenda items shall be exchanged at least 15 working days in advance of the scheduled meeting. National level agenda items include those of national concern such as human rights, technological and mechanization changes, subcontracting, jurisdiction, uniforms and work clothes, parking and other labor-management subjects. Regional/Area level agenda items include those of regional/area concern such as human rights and other labor-management subjects.
- B Union attendance at national level meetings shall be limited to no more than six (6) persons, not including secretarial staff. Union attendance at regional/area level meetings shall be limited to no more than three (3) persons, not including secretarial staff. If the Union requires technical assistance, such technical assistance shall be in addition to the numbers listed above.
- C Meetings at the national and regional/area (except as to the Christmas operation) levels will not be compensated by the Employer. The Employer will compensate one designated representative from the Union for actual time spent in the meeting at the applicable straight time rate, providing the time spent in such meetings is a part of the employee's regular scheduled work day.
- D Subject to the provisions of this Agreement, Labor-Management Committee meetings will be separate from other unions.
- E Provided agenda items are submitted, Labor-Management Committee meetings shall be scheduled in all offices in accordance with the following criteria:

Article 38.3

- E1 In offices with a total complement of 300 employees or more, meetings will be held once a month. Complement is defined in this Section as total number of employees currently on the rolls in the installation;
- E2 In offices with a complement of 100 to 299 employees, meetings will be held bi-monthly; and
- E3 In offices of less than 100 employees, meetings will be held quarterly.
- F Agenda items will be exchanged at least 72 hours prior to such meetings. Meetings shall be held at a time and date convenient to both parties. Where agenda items do not warrant a regularly scheduled meeting, discussions may take place by mutual agreement in lieu thereof.38.2

Section 38.3 Christmas Operation

The policies to be established by management for the Christmas operation will be a subject of discussion at a timely regularly scheduled Labor-Management Committee meeting.

Section 38.4 Minutes

Minutes of local Labor-Management Committee meetings may be taken by each party.

ARTICLE 39 SEPARABILITY AND DURATION

Section 39.1 Separability

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

Section 39.2 Duration

Unless otherwise provided, this agreement shall be effective November 21, 2011, and shall remain in full force and effect to and including 12 midnight, May 20, 2016 and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than 90 or more than 120 days before the expiration date of the Agreement.

MEMORANDUM OF UNDERSTANDING

SUPERVISORS PERFORMING BARGAINING UNIT WORK

It is agreed between the U.S. Postal Service and the National Postal Mail Handlers Union, AFL-CIO, a Division of LIUNA, that where additional work hours would have been assigned to employees but for a violation of Article 1, Section 1.6.A of the 2011 National Agreement and where such work hours are not de minimis, the employee(s) whom management would have assigned the work shall be paid for the time involved at the applicable rate.

MEMORANDUM OF UNDERSTANDING

REASONABLE ACCOMMODATION FOR THE DEAF AND HARD OF HEARING

MANAGEMENT'S RESPONSIBILITY

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

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

IMPLEMENTATION

This obligation is met by selecting an appropriate resource from the variety of resources available. In selecting a resource, the following, among others, should be considered, as appropriate:

- The ability of the deaf and hard of hearing employee to understand various methods of communication and the ability of others to understand the deaf and hard of hearing employee.
- The importance of the situation as it relates to work requirements, job rights, and benefits.
- The availability and cost of the alternative resources under consideration.
- Whether the situation requires confidentiality.

Available resources which should be considered include:

- a. Installation heads are authorized to pay for certified interpreters. Every effort will be made to provide certified interpreters when deemed necessary by an application of the principles set forth herein.
- b. In some states, the Division of Vocational Rehabilitation (DVR) provides interpreters at no charge.
- c. Volunteer interpreters or individuals skilled in signing may be obtained from the work force or from the community.
- d. In some situations, written communications may be appropriate.
- e. Supervisors, training specialists, EAP, and EEO counselors may be trained in sign language.
- f. Deaf and hard of hearing applicants should normally be scheduled for a specific examination time when an interpreter will be available.

Management will provide the following assistance for deaf and hard of hearing employees.

- a. All films or videotapes designed for the training or instruction of regular work force employees developed on or after October 1, 1987, shall be opened or closed captioned. To the extent practicable, existing films or videotapes developed nationally that will continue to be used by the deaf and hard of hearing with some frequency, will be opened or closed captioned.
- b. Special telecommunications devices for the deaf and hard of hearing will be installed in all postal installations employing deaf and hard of hearing employees in the regular work force. These devices will be available to deaf and hard of hearing employees for official business and in the case of personal emergencies. As appropriate, Management will provide training to staff on the use of these special telecommunication devices.

- c. A visual alarm will be installed on all moving powered industrial equipment in all postal installations employing deaf and hard of hearing employees in the regular work force.
- d. Visual fire alarms will be installed in all new postal installations (installations for which the U.S. Postal Service, as of the effective date of this agreement, has not awarded a contract for the design of the building) where the Postal Service installs audible fire alarms. The parties will discuss and seek to agree at the local level about the installation in such other facilities as may be appropriate.

JOINT LABOR-MANAGEMENT MEETINGS

Discussion of problem areas with regard to the use of certified sign interpreters, enhancement of job opportunities for the deaf and hard of hearing, type of special telecommunications devices to be installed, and installation of visual alarms at other than new postal installations are appropriate matters for considerations at Joint Labor-Management meetings. Discussion of such matters at Labor-Management meetings is not a prerequisite to the filing or processing of a grievance.

MEMORANDUM OF UNDERSTANDING

ARTICLE 6 - LAYOFF PROTECTION

Each employee who is employed in the regular work force as of November 20, 2011, and who has not acquired the protection provided under Article 6 shall be protected henceforth against any involuntary layoff or force reduction during the term of this Agreement. It is the intent of this Memorandum of Understanding to provide job security to each such employee during the term of this Agreement; however, in the event Congress repeals or significantly relaxes the Private Express Statutes this Memorandum shall expire upon the enactment of such legislation. In addition, nothing in this Memorandum of Understanding shall diminish the rights of any bargaining-unit employees under Article 6.

Since this Memorandum of Understanding is being entered into on a non-precedential basis, it shall terminate for all purposes at midnight **May 20, 2016**, and may not be cited or used in any subsequent dispute resolution proceedings.

LETTER OF INTENT

CASUALS - ACCOUNTING PERIOD REPORT

The Employer will provide an accounting period report which lists the number and work hours of mail handler casuals at each installation. The report will be provided to the designated Union officials within fourteen (14) days of the close of each accounting period.

LETTER OF INTENT

The Employer will provide to the designated Union officials, within fourteen (14) days of the close of each accounting period, a report listing the number and work hours of mail handler casuals calculated and listed for each Friday of each accounting period.

LETTER OF INTENT

CASUALS - IN EXCESS OF 5.0%

With the exception of the two (2) accounting periods in each fiscal year referenced in Article 7.1B, the parties acknowledge that there are certain situations of limited duration that occur during the course of the year when the Employer must employ casuals in excess of the **five (5)** percent limitation.

The parties understand and agree that the type of circumstances that could result in employment of more than the **five (5)** percent limitation include: activation of a new facility, implementation of Area Mail Processing or the anticipated increases in mail volume that impact certain facilities for specified and limited periods of time.

It is also recognized and agreed that the parties will meet and discuss the circumstances requiring casual employment in excess of the **five (5)** percent limitation by installation as far in advance as practicable, and mutually agree as to the appropriate resolution.

LETTER OF INTENT

INSTALLATION MEASUREMENT OF CASUALS

The Award establishes that the number of mail handler casual employees that may be hired at any one installation will be limited to 5.0% of the total number of career employees at that installation. The Employer may employ mail handler casual employees in any installation which employs more than four mail handler career employees.

For purposes of determining the correct number of mail handler casuals on an installation basis for installations with fewer than 100 career mail handlers, the chart below governs:

Career Mail Handlers in Installation	Number of Casuals Allowed
5 – 30	1
31 – 50	2
51 – 70	3
71 – 90	4
91 – 99	5

LETTER OF INTENT

USPS INSTALLATIONS

The parties agree that reports provided to the Union pursuant to the Letter of Intent on Casuals - Accounting Period Report will include all installations, including those listed on the predecessor report (AAW990P1) provided to the Union during FY 98. If no career mail handlers and no mail handler casuals are employed in an installation, no report is required. The parties further agree that the Employer retains the right to add installations, consolidate installations, and discontinue installations in accordance with Article 12, and the referenced reports will be adjusted to reflect such changes as soon as reasonably practicable thereafter. An installation for the purposes of this paragraph will be defined to include all facilities for which a mail handler career employee is entitled to bid, as provided under Article 12.3C.

LETTER OF INTENT

The Board recognizes that the Employer has historically provided qualified and available career employees with work at the straight time rate prior to assigning such work to noncareer employees. The interest arbitration award divides the mail handler noncareer workforce into two distinct categories—MHAs who have a career path and casuals who do not.

In creating the MHA category, the parties recognize the value of a noncareer workforce that can ultimately become career employees. Accordingly, the parties are directed to establish a Task Force to address any issues that arise with regard to the scheduling of work during the course of a service week between MHAs and casuals working in the same 200 man year installation.

LETTER OF INTENT

TRANSITION PERIOD

The Board recognizes that the new contract makes significant structural changes to the non-bargaining unit workforce and, therefore, creates a need for a transition period to implement the changes. The Board awards a transition period not to exceed 180 days from the date of the award.

During the transition period, the number of casuals employed at any installation will be maintained at current levels or at 12.5%, whichever is lower. An exception will be made for installations that have local agreements allowing temporary use of additional casuals; such agreements will remain enforceable, provided that after the local agreement expires (if within the 180 day period) the number of casuals will be limited to 12.5%. Any new non-career employees hired during the transition period will be MHAs, unless the installation is below 5% casuals, in which case the installation may hire new casuals up to the 5% cap before hiring MHAs. At no time during the transition period will the combination of casuals and MHAs exceed 20% of the total number of career mail handler employees in a district and 25% in any installation except as provided for in Article 7, Section 1B.

After 180 days from the date of the Award, the language of Article 7, Section 1B2 as supplemented by the Letter of Intent re: Installation Measurement of Casuals and the language of Article 7, Section 1C3 concerning MHA hiring shall be in full force and effect.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
NATIONAL POSTAL MAIL HANDLERS UNION**

Re: Mail Handler Assistant Employees

The Board sets forth the following general principles concerning Mail Handler Assistant Employees (MHAs):

1. General Principles

a. The MHA work force is comprised of noncareer, mail handler bargaining unit employees.

b. MHAs shall be hired for terms of 360 calendar days and will have a break in service of 5 days if reappointed.

c. Leave provisions for MHAs are included in Attachment A to this MOU.

d. For MHA percentage use allowances, see Article 7.1C.

e. The Postal Service will provide a report every four week reporting period with information needed to monitor compliance with the provisions above, i.e., the total number of career bargaining unit employees and MHAs in the mail handler craft by installation.

f. The hourly rates for MHAs on the effective date of this Agreement shall be as follows:

Hourly Rate: Level 4 at \$13.75 and Level 5 at \$14.50

Adjustments to these hourly rates shall be in accordance with Article 9.7. Should it be necessary for recruitment or retention of MHAs, the Postal Service may pay higher hourly rates, with the concurrence of the Union.

g. When the Postal Service hires new mail handler full-time career employees, MHAs within the installation will be converted to full-time regular career status to fill such vacancies based on their relative standing in the installation, which is determined by their original MHA appointment date in that installation. A MHA who does not accept the career opportunity will not lose his/her relative standing for future career opportunities.

2. Contract Provisions

The Board awards that only the following articles and portions of articles of the National Agreement apply to MHAs as outlined below:

Article 1

Article 2

Article 3

Article 5

Article 7.1C

Article 8

HOURS OF WORK

Section 2. Work Schedules

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

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

Section 3. Exceptions

*** * * * ***

MHAs will be scheduled in accordance with Section 2, A and B of this Article.

Section 4. Overtime Work

*** * * * ***

G. Overtime Work for MHAs

MHAs shall be paid overtime for work performed in excess of forty (40) work hours in any one service week. Overtime pay for MHAs is to be paid at the rate of one and one-half (1-1/2) times the basic hourly straight time rate.

When an opportunity exists for overtime for qualified and available full-time employees, doing similar work in the work location where the employees regularly work, prior to utilizing a MHA in excess of eight (8) work hours in a service day or forty (40) hours in a service

week, such qualified and available full-time employees on the appropriate Overtime Desired List will be selected to perform such work in order of their seniority on a rotating basis.

Section 7. Night Shift Differential

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

Section 8. Guarantees

D. Any MHA who is scheduled to work and who reports to work in an installation with 200 or more man years of employment shall be guaranteed four (4) hours of work or pay. MHAs at smaller installations will be guaranteed two (2) hours work or pay.

Section 9. Wash-up Time

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

Article 9 SALARIES AND WAGES

Section 7. Mail Handler Assistant Employees

The hourly rates for MHAs shall be adjusted by the general increases provided for in Article 9.1. In addition, MHAs will receive the following wage adjustments:

Effective November 16, 2013, the hourly rates for all grades shall be increased by 1.0%.

Effective November 15, 2014, the hourly rates for all grades shall be increased by 1.0%.

Effective November 14, 2015, the hourly rates for all grades shall be increased by 1.5%.

All percentage increases are applied to the wage rates in effect at the beginning of the contract.

Article 10 LEAVE

Section 2. Leave Regulations

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

B. Career employees will be given preference over noncareer employees when scheduling annual leave. This preference will take into consideration that scheduling is done on a tour-by-tour basis and that employee skills are a determining factor in this decision.

C. Article 30 of the National Agreement and Local Memoranda of Understanding provisions do not apply to MHAs, except as specifically referenced in the 2011 National Agreement and as follows: During the local implementation period, the parties may agree to include provisions in the local memoranda of understanding to permit MHAs to apply for annual leave during choice vacation periods, as defined in Article 10 of the National Agreement. Granting leave under such provisions must be contingent upon the MHA having a leave balance of at least forty (40) hours.

Article 11 HOLIDAYS

*** * * * ***

Section 6. Holiday Schedule

D. Mail Handler Assistant Employees

MHAs will be scheduled for work on a holiday or designated holiday after all full-time or part-time volunteers are scheduled to work on their holiday or designated holiday. They will be scheduled, to the extent possible, prior to any full-time volunteers or non-volunteers being scheduled to work a nonscheduled day or any full-time non-volunteers being required to work their holiday or designated holiday. If the parties have locally negotiated a pecking order that would schedule full-time volunteers on a nonscheduled day, the Local Memorandum of Understanding will apply.

Article 14

Article 15

Article 16, to the extent specified below.

Article 17, Sections 2, 3, 4, 5, and 6

Article 18

**Article 19
HANDBOOKS AND MANUALS**

*** * * * ***

Article 19 shall apply in that those parts of all handbooks, manuals and published regulations of the Postal Service, which directly relate to wages, hours, or working conditions shall apply to MHAs only to the extent consistent with other rights and characteristics of MHAs provided for in this Agreement. The Employer shall have the right to make changes to handbooks, manuals and published regulations as they relate to MHAs pursuant to the same standards and procedures found in Article 19 of this Agreement.

Article 20

Article 22

Article 23

Article 24

Article 27

Article 28

Article 31

Article 32

Article 34

Article 36

Article 37.4

Article 39

Only the following Memoranda of Understanding from the 2011 National Agreement shall apply to MHAs:

Leave Sharing

LWOP In Lieu of SL/AL

Administrative Leave for Bone Marrow, Stem Cell, Blood Platelet, and Organ Donations

Bereavement Leave

Interest on Back Pay

Processing of Post-Separation and Post-Removal Grievances

3. Other Provisions

A. Article 15

1. The parties recognize that MHAs will have access to the grievance procedure for those provisions which the Board Award applies to MHAs.

2. Nothing herein will be construed as a waiver of the employer's obligation under the National Labor Relations Act. MHAs will not be discharged for exercising their rights under the grievance-arbitration procedure.

3. The separation of MHAs upon completion of their 360-day term and the decision to not reappoint MHAs to a new term are not grievable, except where it is alleged that the decision to not reappoint is pretextual. MHAs may be separated during their term of appointment for lack of work at any time. Such separation is not grievable except where it is alleged that the separation is pretextual. Separations for lack of work shall be by inverse relative standing in the installation. MHAs separated for lack of work before the end of their term will be given preference for reappointment ahead of other MHAs with less relative seniority and ahead of other applicants who have not served as MHAs, provided that the need for hiring arises within twelve (12) months of their separation.

MHAs may be disciplined or removed within the term of their appointment for just cause and any such discipline or removal will be subject to the grievance arbitration procedure, provided that within the immediately preceding six months, the employee has completed ninety (90) work days, or has been employed for 120 calendar days (whichever comes first) of their initial appointment.

In the case of removal for cause within the term of an appointment, a MHA shall be entitled to advance written notice of the charges against him/her in accordance with the provisions of Article 16 of the National Agreement.

B. Article 25, Higher Level Pay

In the event a MHA is temporarily assigned to a higher level position, such employee will be paid at the higher level only for the time actually spent on such job. This language should not be construed to encourage the Postal Service to temporarily assign such employees to higher level positions. When the opportunity exists for higher level assignment, the principle of preference for career employees over MHAs should be utilized.

C. Health Insurance

After an initial appointment for a 360-day term and upon reappointment to another 360-day term, any eligible noncareer MHA who wants to pay health premiums to participate in the Federal Employees Health (FEHB) Program on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures. The total cost of health insurance is the responsibility of the noncareer MHA except as provided below.

Beginning in Plan Year 2014, the Postal Service will make a bi-weekly contribution to the total premium for any MHA who wishes to participate in the USPS Noncareer Health Care Plan (USPS Plan) equal to the greater of (a) \$125, or (b) the minimum required by the Patient Protection and Affordable Care Act, and applicable regulations, for self-only. The MHA is fully responsible for the cost of premiums for any health insurance plan beyond a self-only plan. Any MHA employee wishing to make their health care contribution on a pre-tax basis will be required to make an election to do so in accordance with applicable procedures. All MHAs will be eligible for the USPS Plan within a reasonable period from the date of hire and entry into a pay status, consistent with the requirements established under the Patient Protection and Affordable Care Act.

If for any reason the USPS Plan is not available to a MHA, the Postal Service will make a bi-weekly contribution for any eligible MHA who selects the Mail Handler Benefit Plan (MHBP) Value Plan or any other plan offered by the FEHB Program, which is equal to or lower in cost to the Postal Service than the MHBP Value Plan for self-only coverage. This contribution for any eligible MHA shall be equal to the greater of (a) \$125, or (b) the minimum required by the Patient Protection and Affordable Care Act, and applicable regulations, for self-only.

D. MHA Career Opportunity

When the Postal Service determines in accordance with contractual provisions that it has needs to fill vacancies with new career employees, available and qualified MHAs will be converted to fill such vacancies based on their relative standing in the installation, which is determined by their initial MHA appointment date in that installation.

E. Retirement Savings Plan

The parties will explore the steps necessary for the establishment of 401(k)-type retirement savings plans and/or payroll allotments for Individual Retirement Accounts for MHAs. Alternatively, if the NPMHU establishes a 401(k) retirement savings plan for MHAs, the Postal Service agrees to implement the necessary steps for payroll deductions for this plan. The Postal Service will not be required to make any matching contributions as part of such plans.

ATTACHMENT A MAIL HANDLER ASSISTANT EMPLOYEE (MHA) ANNUAL LEAVE PROVISIONS

I. GENERAL

A. Purpose. Annual leave is provided to MHAs for rest, recreation, emergency purposes, and illness or injury.

1. Accrual of Annual Leave. MHAs earn annual leave based on the number of hours in which they are in a pay status in each pay period.

Rate of Accrual	Hours in Pay Status	Hours of Annual Leave Earned Per Pay Period
1 hour for each	20	1
unit of 20 hours	40	2
in pay status in	60	3
each pay period	80	4 (max)

2. Biweekly Crediting. Annual leave accrues and is credited in whole hours at the end of each biweekly pay period.

3. Payment For Accumulated Annual Leave. A separating MHA may receive a lump-sum payment for accumulated annual leave subject to the following condition:

B. A MHA whose separation is effective before the last Friday of a pay period does not receive credit or terminal leave payment for the leave that would have accrued during that pay period.

II. AUTHORIZING ANNUAL LEAVE

A. General. Except for emergencies, annual leave for MHAs must be requested on Form 3971 and approved in advance by the appropriate supervisor.

B. Emergencies and Illness or Injury. An exception to the advance approval requirement is made for emergencies and illness or injury; however, in these situations, the MHA must notify appropriate postal authorities as soon as possible as to the emergency or illness/injury and the expected duration of the absence. As soon as possible after return to duty, MHAs must submit Form 3971 and explain the reason for the emergency or illness/injury to their supervisor. Supervisors approve or disapprove the leave request. When the request is disapproved, the absence may be recorded as AWOL at the discretion of the supervisor as outlined in Section IV.B below.

III. UNSCHEDULED ABSENCE

A. Definition. Unscheduled absences are any absences from work that are not requested and approved in advance.

B. MHA Responsibilities. MHAs are expected to maintain their assigned schedule and must make every effort to avoid unscheduled absences. In addition, MHAs must provide acceptable evidence for absences when required.

IV. FORM 3971, REQUEST FOR, OR NOTIFICATION OF, ABSENCE

A. Purpose. Application for annual leave is made in writing, in duplicate, on Form 3971, Request for, or Notification of, Absence.

B. Approval/Disapproval. The supervisor is responsible for approving or disapproving application for annual leave by signing Form 3971, a copy of which is given to the MHA. If a supervisor does not approve an application for leave, the disapproved block on Form 3971 is checked and the reasons given in writing in the space provided. When a request is disapproved, the reasons for disapproval must be noted. AWOL determinations must be similarly noted.

MEMORANDUM OF UNDERSTANDING

CROSS CRAFT

It is understood by the parties that in applying the provisions of Articles 7, 12 and 13 of this Agreement, cross craft assignments of employees, on both a temporary and permanent basis, shall continue as they were made among the six crafts under the 1978 National Agreement.

MEMORANDUM OF UNDERSTANDING

PART-TIME REGULARS

The parties hereby agree that the United States Postal Service will not hire or assign part-time regular Mail Handlers in lieu of or to the detriment of full-time regular or part-time flexible Mail Handlers. As a result of this agreement, it is not the intention of the United States Postal Service for their managers to modify their current scheduling policies and practices concerning bargaining unit employees, especially part-time flexible Mail Handlers. Part-time regular Mail Handlers are to be hired and given work assignments based on operational needs, such as meeting fluctuations in mail volume and mail flow, service delivery standards, and other operational deadlines, to accomplish work requirements.

It is understood that this agreement in no way requires the United States Postal Service to guarantee a specific or minimum number of work hours in a service week to part-time flexible Mail Handlers. In addition, this agreement does not require the United States Postal Service to guarantee a specific or minimum number of part-time flexible or full-time regular Mail Handler positions in particular installations or nationwide.

The parties further agree to establish a joint National study committee, to be composed of an equal number of members from each party, to explore issues and conditions created by the hiring and assignment of part-time regular Mail Handlers as a result of the modification of Article 7.3 with respect to the part-time regular category. This committee will study assignment practices and will periodically review the effects of the modification of Article 7.3 with respect to the part-time regular category on the Mail Handlers bargaining unit.

MEMORANDUM OF UNDERSTANDING

CONVERSION OF MAIL HANDLER CRAFT EMPLOYEES

It is hereby agreed by the United States Postal Service and the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, that the following procedures regarding the conversion of Mail Handler Craft employees will be followed:

Mail Handler Craft employees may provide written notice to local management indicating a desire to convert from a part-time regular schedule to a part-time flexible schedule; or a part-time flexible schedule to a part-time regular schedule; or a full-time regular schedule to a part-time regular schedule. The request will be filed in the employee's Official Personnel Folder (OPF). A copy will be provided to the personnel office for tracking purposes.

Prior to filling any residual Mail Handler Craft vacancy, management will select from requests for conversion before hiring new employees or selecting employees not in the Mail Handler Craft or employees from other postal installations. Management has the right to reject the next eligible senior employee but must show cause for doing so, and any such action is grievable by said employee.

Requests must be on file prior to the date of the vacancy.

If management receives more than one request to convert to a particular job category, the employee's seniority date from his/her current seniority roster shall be used to break any ties.

Each employee is permitted one opportunity to decline an offer. If an employee declines a second offer, no further consideration will be given during the life of the contract. Declinations must be submitted in writing and filed in the employee's OPF.

Employees converting to a part-time regular schedule or to a part-time flexible schedule will begin a new period of seniority.

All employees must meet the qualification standards established for the vacancy.

MEMORANDUM OF UNDERSTANDING

IMPROPER BY-PASS OVERTIME

1. When, for any reason, an employee on the "Overtime Desired" list who has the necessary skills and who is available is improperly passed over and another employee on the list is selected for overtime work out of rotation, the following shall apply:
 - a. An employee who was passed over shall, within ninety (90) days of the date the error is discovered, be given a similar make-up overtime opportunity for which he/she has the necessary skills.
 - b. Should no similar make-up overtime opportunity present itself within ninety (90) days subsequent to the discovery of the missed opportunity, the employee who was passed over shall be compensated at the overtime rate for a period equal to the opportunity missed.
2. When, for any reason, an employee on the "Overtime Desired" list who has the necessary skills and who is available is improperly passed over and another employee not on the list is selected for overtime work, the employee who was passed over shall be paid for an equal number of hours at the overtime rate for the opportunity missed.

3. When a question arises as to the proper administration of the "Overtime Desired" list at the local level, a Mail Handler steward may have access to appropriate overtime records.

MEMORANDUM OF UNDERSTANDING

OVERTIME/ACTING SUPERVISOR (204B) DETAILED EAS POSITION

The parties agree to the following regarding the scheduling of an employee detailed as an acting supervisor (204b) or detailed to an EAS position:

1. A craft employee working as an acting supervisor (204b) or in a detailed EAS position is ineligible to work overtime at the beginning or end of his/her tour on any given day during the term of the detail, unless all available bargaining-unit employees on the "Overtime Desired" list are utilized. If the 204b or employee detailed to an EAS position is on the "Overtime Desired" list, he/she may be scheduled for overtime after all of the available employees on the "Overtime Desired" list are utilized. If the 204b or detailed EAS employee is not on the "Overtime Desired" list, then he/she will be scheduled according to Article 8.5.D of the National Agreement after all available bargaining unit employees on the "Overtime Desired" list are utilized.
2. A craft employee working as an acting supervisor (204b) or detailed to an EAS position is eligible to be considered for an overtime assignment on his/her non-scheduled day(s) immediately following the termination of his/her 204b or EAS detail in accordance with Article 8.5 of the National Agreement, unless the mail handler is to continue on a 204b or EAS assignment into the service week following the termination of his/her present 204b or EAS assignment. If that occurs, the 204b or detailed EAS employee would be ineligible for the overtime unless all available bargaining unit employees on the "Overtime Desired" list are first utilized for that non-scheduled day overtime.

MEMORANDUM OF UNDERSTANDING

PROMOTION PAY ANOMALY

In recognition of the need to correct the promotion pay anomaly contained in the current salary schedule, the Postal Service and the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, agree to meet and to continue their discussions with respect to this matter with the ultimate goal of correcting the promotion pay anomaly by creating a new salary schedule and related administrative rules as soon as practicable.

The new salary schedule will contain the following features:

- Uniform waiting periods by grade resulting in a shorter cumulative period to reach the top of a grade as compared to the current salary schedule.
- Uniform step increase amounts by grade.

In recognition of the administrative burdens in processing employee pay changes (promotions, higher level pay, repromotions, change to lower level, etc.) to the extent practical, the parties agree that the Postal Service will implement new and simplified administrative rules to be set forth in the Employee and Labor Relations Manual as soon as practicable.

MEMORANDUM OF UNDERSTANDING

FLEXIBLE SPENDING ACCOUNT

Effective with the November 2003 Flexible Spending Account (FSA) Open Season to enroll for 2004 plan year health care expenses, the United States Postal Service agrees to increase the maximum allowable employee FSA health care contribution to \$5,000.

MEMORANDUM OF UNDERSTANDING

ANNUAL LEAVE CARRY-OVER

The parties agree that, as soon as practicable after the signing of the 1990 National Agreement, the applicable handbooks and manuals will be modified to provide revised regulations for annual leave carryover as follows:

- (a) Regular work force employees covered by this agreement may carry over 440 hours of accumulated annual leave beginning with leave carried over from leave year 1991 to leave year 1992.
- (b) Employees who fall under the provisions of Public Law 83-102 and who have maintained a carryover of more than 440 hours cannot increase their present ceiling.
- (c) The parties agree that ELM 512.73d shall be changed to reflect that an employee covered by the NPMHU National Agreement is not paid for annual leave in excess of 55 days. In all other respects, the ELM provisions for payment of accumulated leave are not changed because of this Memorandum.

MEMORANDUM OF UNDERSTANDING

ANNUAL LEAVE EXCHANGE OPTION

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

- 1) The employee must be at the maximum leave carry over 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.

This Memorandum of Understanding expires **May 20, 2016**.

MEMORANDUM OF UNDERSTANDING

LEAVE SHARING

The Postal Service will continue a Leave Sharing Program during the term of the **2011** National Agreement under which career postal employees are able to donate annual leave from their earned annual leave account to another career postal employee. Single donations must be of 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 (a) must be incapacitated for available postal duties due to serious personal health conditions including pregnancy and (b) must 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) must 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 ac-

count (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

BEREAVEMENT LEAVE

NPMHU represented employees may use a total of up to three 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 workdays is subject to the conditions and requirements of Article 10 of the National Agreement, Subsection 510 of the Employee and Labor Relations Manual and the applicable local memorandum of understanding provisions.

Definition of Family Member. “Family member” is defined as a:

- (a) Son or Daughter — a biological or adopted child, stepchild, daughter-in-law or son-in-law;
- (b) Spouse;
- (c) Parent;
- (d) Sibling — brother, sister, brother-in-law, or sister-in-law; or
- (e) Grandparent.

Use of Sick Leave. The use of sick leave for bereavement purposes will be charged to sick leave for dependent care.

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

ADMINISTRATIVE LEAVE FOR BONE MARROW, STEM CELL, BLOOD PLATELET, AND ORGAN DONATIONS

The parties agree the maximum administrative leave that can be granted per leave year to cover qualification and donation is limited to the following:

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

MEMORANDUM OF UNDERSTANDING

LWOP IN LIEU OF SL/AL

It is hereby agreed by the U.S. Postal Service and the National Postal Mail Handlers Union that:

1. As provided for in the Employee and Labor Relations Manual (ELM) Exhibit 514.4(d), an employee need not exhaust annual leave and/or sick leave before requesting leave without pay.
2. As specified in ELM 513.61, if sick leave is approved, but the employee does not have sufficient sick leave to cover the absence, the difference is charged to annual leave or to LWOP at the employee's option.
3. Employees may use LWOP in lieu of sick or annual leave when an employee requests and is entitled to time off under ELM 515, Absences for Family Care or Serious Health Problem of Employees (policies to comply with the Family and Medical Leave Act).
4. In accordance with Article 10, Section 6, when an employee's absence is approved in accordance with normal leave approval procedures, the employee may utilize annual and sick leave in

conjunction with leave without pay. We further agree that this would include an employee who wishes to continue eligibility for health and life insurance benefits, and/or those protections for which the employee may be eligible under Article 6 of the National Agreement.

MEMORANDUM OF UNDERSTANDING

SICK LEAVE FOR DEPENDENT CARE

During the term of the **2011** National Agreement, sick leave may be used by an employee to give care or otherwise attend to a family member having an illness, injury or other condition which, if an employee had such condition, would justify the use of sick leave by the employee. Family members shall include son or daughter, parent and spouse as defined in ELM Section 515.2. Up to 80 hours of sick leave may be used for dependent care in any leave year. Approval of sick leave for dependent care will be subject to normal procedures for leave approval.

MEMORANDUM OF UNDERSTANDING

PART-TIME FLEXIBLE COURT LEAVE

1. Effective September 26, 1987, part-time flexible employees who have completed their probationary period shall be eligible for court leave as defined in Employee and Labor Relations Manual Part 516.1 and Part 516.31.
2. A part-time flexible employee will be eligible for court leave if the employee would otherwise have been in a work status or annual leave status. If there is a question concerning the status, the part-time flexible employee will be eligible if the employee was in work status or annual leave status on any day during the pay period immediately preceding the period of court leave.
3. If eligibility is established under paragraph 2, the specific amount of court leave for an eligible part-time flexible employee shall be determined on a daily basis as set forth below:
 - a. If previously scheduled, the number of straight time hours the Employer scheduled the part-time flexible employee to work;
 - b. If not previously scheduled, the number of hours the part-time flexible employee worked on the same service day

during the service week immediately preceding the period of court leave;

- c. If not previously scheduled and if no work was performed on the same day in the service week immediately preceding the period of court leave, the guarantee as provided in Article 8, Section 8, of the National Agreement, provided the part-time flexible would otherwise have been requested or scheduled to work on the day for which court leave is requested.
4. The amount of court leave for part-time flexible employees shall not exceed 8 hours in a service day or 40 hours in a service week.

MEMORANDUM OF UNDERSTANDING

HOLIDAY SCHEDULING

The U.S. Postal Service and the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, agree to the following regarding the scheduling of holidays:

1. The Employer shall post a holiday schedule as set forth in Article 11, Section 6, of this Agreement.
2. A full-time regular employee whose holiday schedule is properly posted in accordance with Article 11, Section 6, and who works within the posted schedule shall be paid in accordance with Article 11, Sections 2, 3, and 4. It is further agreed that any change in an employee's required duties does not constitute a change in the posted schedule for purposes of this memorandum of understanding.
3. a. Except as provided in subparagraphs (b) and (c) of this paragraph, when the Employer fails to post in accordance with Article 11, Section 6, a full-time regular employee required to work on his/her holiday, or who volunteers to work on such holiday, shall be paid in accordance with Article 11, Sections 2, 3, and 4, and shall receive an additional fifty percent (50%) of the employee's base hourly straight-time rate for each hour worked up to eight hours.

b. In the event that, subsequent to the Article 11, Section 6, posting period, an emergency situation attributable to an "Act(s) of God" arises which requires the use of manpower on that holiday in excess of that posted pursuant to the Article 11, Section 6, full-time regular employees required to work in this circum-

stance(s) shall only be paid for such holiday work in accordance with Article 11, Sections 2, 3, and 4.

c. When a full-time regular employee scheduled to work on a holiday in accordance with the provisions of Article 11, Section 6, is unable to or fails to work on the holiday, the Employer may require another full-time regular employee to work such schedule and such replacement employee shall only be paid for such holiday work in accordance with Article 11, Sections 2, 3, and 4. The selection of such replacement employees shall be made in accordance with the terms of this Agreement.

d. A full-time regular employee required to work on a holiday which falls on the employee's regularly scheduled non-work day shall be paid at the normal overtime rate of one and one-half (1½) times the base hourly straight-time rate for work performed on such day. Such employee's entitlement to the holiday pay for the designated holiday shall be governed by the provisions of Article 11, Sections 2, 3, 5, and 6.

4. Hours worked on a holiday in excess of 8 hours shall be paid at the normal overtime rate of one and one-half (1½) times the base hourly straight time rate.
5. When a full-time regular employee works on his/her holiday, the employee will be guaranteed eight (8) hours of work or pay in lieu thereof, in addition to the holiday pay to which the employee is entitled under Article 11, Sections 2 and 3 language. This guarantee will be waived if the employee, with the concurrence of the Union and approval of Management, requests to be released early.
6. A schedule posted in accordance with Article 11, Section 6, shall be the full-time regular employee's schedule for that holiday. A full-time regular employee who works outside of the posted holiday schedule shall be paid at the rate of one and one-half (1½) times the base hourly straight-time rate for the hour(s) worked outside the employee's posted schedule.
7. In no event shall a full-time regular employee receive more than one and one-half (1½) times the base hourly straight-time rate for hours actually worked on the employee's holiday in addition to payments prescribed in Article 11, Section 3.

MEMORANDUM OF UNDERSTANDING

EMPLOYEE BIDDING

The following conditions have been agreed to in the implementation of the telephone bidding system:

1. There will be a one hundred and twenty (120) day transition period following the implementation of telephone bidding at an installation, during which employees may submit bids either by telephone or in writing. The one hundred and twenty (120) days will run from the first day on which telephone bidding is implemented at an installation.
2. There will be a toll-free telephone number available from any telephone, as well as TDD.
3. Telephone bidding shall be available during the following days and hours (including holidays): Monday through Friday, 6:00 a.m. to Midnight (Central Time), and Saturday, 6:00 a.m. to 6:00 p.m. (Central Time).
4. All bids shall close at midnight (Central Time) on a weekday on which the telephone bidding system is available until midnight.
5. Employees can enter, withdraw and/or review the status of their bids.
6. Employees will need their Employee Identification Number (EIN) and Personal Identification Number (PIN) to access the telephone bidding system.
7. When an employee has reached his/her successful bid limit, as set forth in Article 12.3A of the National Agreement, the system will still allow bids to be entered, but the bid will be flagged by the system as "ineligible". A system message will notify the employee to contact management. The personnel office will routinely review job bidding reports prior to awarding the bid to investigate ineligible bids, and to determine if there are situations as provided for in Article 12.3A for which the employee's bid count must be manually adjusted to make the bid(s) eligible. It is the responsibility of the employee to notify management if a bid flagged as ineligible is proper under Article 12.3A3 because the employee is bidding on an assignment that is "closer to the employee's place of residence." It is the responsibility of management to identify and rectify all other situations in which eligible bids are erroneously flagged by the system as ineligible.

LETTER OF INTENT

SACK SORTER MACHINE OPERATOR

The parties hereby agree that effective July 21, 1987, all future postings of the position, Sack Sorting Machine Operator, salary level MH-5, standard position 2-438, shall be filled by the senior qualified bidder meeting the qualification standard for the position.

LETTER OF INTENT

REVERSION NOTICE

William H. Quinn
National President
National Postal Mail Handlers
Union, AFL-CIO
1101 Connecticut Ave. NW STE 500
Washington DC 20036-4304

Re: Reversion Notice

Dear Mr. Quinn:

During negotiation of the 1998 National Agreement between the U.S. Postal Service and the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, the parties agreed to modify Article 12.3B3 by requiring that the Employer provide the appropriate Union official with a copy of the notice indicating that a bargaining unit assignment was being reverted.

This is to confirm that, in our discussions on this matter, the parties agreed that the only remedy that the Union has relative to a failure to provide such notice is the preservation of the Union's right to grieve such reversion, until such time as the Union receives the notice.

David P. Cybulski
Manager
Labor Relations
U.S. Postal Service

MEMORANDUM OF UNDERSTANDING

JOINT TASK FORCE ON ARTICLE 12

The parties agree to establish a joint task force for the purpose of discussing and reviewing issues that arise as a result of implementing the provisions of Articles 12.5 and 12.6. The task force shall consist of at least four persons, two each selected by the Employer and the Union.

The work of the task force may include a review of issues that have arisen at the Area and local levels, including the extent of withholding in specific geographic areas or at particular locations. The task force shall make such findings and recommendations as it deems appropriate to facilitate compliance with the principles and requirements of Article 12 and any other related contractual obligations. These recommendations will be submitted to the Postal Service's Vice President, Labor Relations and to the President of the Union. The parties are committed to taking prompt action with respect to the work of the task force.

The arbitration panel determines that the following issues shall be referred to the Article 12 Task Force, which shall meet and discuss these issues within 45 days of the release of this Award:

- **Whether management should notify the union when an installation is released from withholding, in whole or in part**
- **Whether senior employees may choose between staying in the installation in another craft or being reassigned to another installation in the same craft, under Article 12.6C5a4**

MEMORANDUM OF UNDERSTANDING

Under Article 12.6B1, the dislocation and inconvenience to full-time and part-time flexible employees who are being involuntarily reassigned shall be kept to the minimum consistent with the needs of the service. In addition, under Article 12.6B2, the Vice President, Area Operations shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned.

The Joint Task Force on Article 12 shall meet after the effective date of this Agreement to explore ways to reduce unnecessary impact on career employees while maintaining utilization of the non-career workforce.

**MEMORANDUM OF UNDERSTANDING
REASSIGNMENT MADE PURSUANT TO
ARTICLE 12.6C6c**

With regard to reassignments made pursuant to Article 12.6C6c, there currently exists an inequity in the gaining installation when employees from other crafts could be awarded bids while mail handlers assigned to the gaining installation cannot bid during the 120-day detail period. The parties shall meet and discuss this issue, through the Article 12 Task Force or otherwise, as promptly as possible after the issuance of this Award.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL POSTAL MAIL HANDLERS UNION
AND THE
UNITED STATES POSTAL SERVICE**

RE: Excessing Issues

This Memorandum of Understanding (MOU) represents the parties' agreement with regard to mail handler employees who are being involuntarily reassigned into mail handler craft vacancies in other installations, after being excessed from their present installation.

1. Mail handlers will be placed into mail handler vacancies at the gaining installation at the same, higher, or lower level for which they are qualified.
2. Mail handlers will be excessed from the losing installation by inverse seniority in their craft by status (full-time regular, part-time regular, part-time flexible), without concern to level.
3. If a veteran preference eligible is reached when assigning impacted or unassigned employees to lower level duty assignments the following will apply:
 - a. The most junior non-preference eligible same level mail handler in the gaining installation shall be reassigned to the lower level vacancy.
 - b. The impacted preference eligible mail handler will then be assigned to the duty assignment previously occupied by that junior non-preference eligible mail handler.
 - c. Any employee reassigned to a lower level duty assignment shall receive saved grade and shall not be required

to bid to their former level for two years to retain the saved grade.

d. The non-preference eligible mail handler moved to the lower level duty assignment shall have retreat rights back to the former duty assignment the first time it becomes vacant.

e. A veteran preference eligible mail handler for personal convenience may waive the right to appeal through the grievance process, to the Equal Employment Opportunity Commission, and/or to the Merit Systems Protection Board and select a duty assignment at a lower level with saved grade with the same saved grade in 3c above.

f. If no Level 5 vacancies exist, or if all Level 5 occupied positions at the gaining installation are occupied by veteran preference eligible mail handlers, the withholding radius will be expanded to allow for placement unless the veteran preference eligible applies 3e above.

4. The Regional Director for the National Postal Mail Handlers Union (NPMHU) will receive at least 30-days notice for excessing outside of the installation that does not involve employee relocation. Such notice shall include a list of potential vacancies for reassignments. The impacted employees will receive the same notice at least 30 days in advance.

5. The Regional Director for the NPMHU will receive at least 60-days notice for excessing outside of the installation where employee relocation benefits are applicable. Such notice shall include a list of potential vacancies for reassignments. Impacted employees will receive the same notice at least 60 days in advance.

6. Impacted mail handlers, and senior in lieu of volunteers, may be placed as unassigned regular mail handlers in the gaining installation (A Level 5 veteran preference employee who has been involuntarily excessed will be subject to paragraph 3 above), provided that local management has completed a bid management review with area concurrence and sufficient vacancies will be available for placement of all such unassigned regular employees (regardless of level) within three months of the date the employees were placed. These mail handlers must bid on all available vacancies in the gaining installation or be immediately placed into the first available residual vacancy by management in accordance with the provisions of Article 12 of the National Agreement, provided that Level 5 veteran preference mail handlers who were involuntarily excessed will only be placed into Level 5 residual vacancies or in accordance with paragraph 3.

7. The Postal Service (USPS) has agreed to develop an enhancement to eReassign to enable mail handlers from an impact-

ed installation to receive priority consideration for a voluntary transfer. Management will accept the employee at the gaining installation without a review. However, regular transfer rules concerning other issues such as seniority, status, no relocation benefits, and no retreat rights will continue pursuant to items F, G, H, and I of the MOU, Re: Transfers.

8. If there is a local need to delay the reassignment of impacted mail handlers from the losing installation, management at the gaining installation will have the right to retain or hire casuals for up to 90 days. This shall be considered a legitimate reason for the retention or hiring of casuals. The number of casuals retained or hired shall be limited to the number of mail handlers delayed in reporting to the gaining installation, but will not be restricted by the 5.0 percent installation limitation. Such casuals will be identified to the union and separated one-for-one as the excessed mail handlers report to the installation.

9. Any disputes arising from the terms of this MOU, or other Article 12 local issues, will be resolved by the National NPMHU-USPS Article 12 Task Force. If the Article 12 Task Force cannot agree upon a resolution, either party may declare an impasse. Each party will identify the issue in dispute in writing within 30 days after the declared impasse on the subject. The identified dispute will then be placed on the appropriate arbitration docket.

MEMORANDUM OF UNDERSTANDING

“SAME OR LOWER” LEVEL

For purposes of implementing “same or lower” level or “same or lower” salary level under the National Agreement, in Articles 6, 12, and 13, the parties agree that MH Level 4 is the same level as PS Level 5 and that MH Level 5 is the same level as PS Level 6. Exhibit 418.1, Equivalent Grades, of the ELM and other ELM provisions, as necessary, will be amended accordingly.

MEMORANDUM OF UNDERSTANDING BETWEEN THE NATIONAL POSTAL MAIL HANDLERS UNION AND THE UNITED STATES POSTAL SERVICE

Re: Transfer Opportunities to Minimize Excessing Pursuant to the Memorandum of Understanding (MOU) on Transfers

In their 2006 National Agreement, the parties agreed to a Joint Task Force on Article 12 for the purpose of discussing and reviewing issues that arise as a result of implementing the provisions of Articles 12.5 and 12.6. In addition, in August 2009, the parties agreed to a

Memorandum of Understanding, Re: One-Time Retirement Incentive, as well as a moratorium on excessing from the date of that MOU through October 9, 2009. The parties also recognized that they might need to discuss application or modification of the requirements under Article 12 based on the impact of that MOU.

The parties have continued to meet at the National level, and have reached the following additional agreements with regard to Mail Handler employees in installations experiencing excessing from the installation who seek transfer opportunities under Article 12 and the MOU on Transfers.

1. All Mail Handler employees in the installation, including those employees experiencing excessing from the installation, may voluntarily submit a request for transfer through eReassign. These employees will be placed on a preferred listing within eReassign by date order. These volunteers will be allowed to transfer out of their impacted installation in accordance with the MOU on Transfer Opportunities to Minimize Excessing.
 - A. Affected employees requesting transfer must meet the minimum qualifications for the position being considered.
 - B. In accordance with applicable provisions of the EL-312 Handbook, nepotism rules are still in effect.
 - C. The following sections of the Memorandum of Understanding, Re: Transfers (pages 128-130 of the 2006 National Agreement) are modified in order to accommodate transfer opportunities to minimize excessing. Specifically:
 - (1) Sections B & C (page 128) — Ratios contained in the Transfer MOU are not applicable to affected employees applying for transfer as a result of impending excessing.
 - (2) Section D (page 129) — Affected employees work, attendance, and safety records will not be considered when applying for transfer as a result of impending excessing.
 - (3) Section E (page 129) — A minimum of 30 days notice to the losing installation will be afforded if possible. Neither the gaining nor losing installation can place a hold on the employee. The affected employee requesting a transfer will be allowed to transfer prior to the excessing if they desire and choose their effective date of transfer to coincide with the start of a pay period at the gaining installation. The losing installation will coordinate between the employee and the gaining installation.

- D. The Postal Service will not provide affected employees requesting a transfer with copies of vacancies at postal facilities in advance of transfer requests. Installations with approved and authorized vacancies will post them in eReassign as Reassignment Opportunities. Employees can request reassignment to these specific positions. It is the responsibility of the affected employee requesting a transfer to check on a regular basis in eReassign for Reassignment Opportunities. Employees may also request transfers to offices that do not have reassignment opportunities listed on eReassign.**
- 2. Selections by installations accepting transfer requests will be on a seniority basis using craft installation seniority from the losing installation.
 - A. In the event of a seniority tie, the tie breaker method will be as follows: (1) total career postal time, and (2) entered on duty date.**
 - B. An employee's seniority in the gaining installation is established by the National Agreement based on the employee being a voluntary transfer (not excessed) employee.****
 - 3. An employee accepting a transfer under the priority consideration will have his/her name removed from the priority eReassign pending request list at all locations. Affected employees requesting a transfer can change their mind and decline a transfer opportunity before they receive written notice of their report date to the new installation. By doing so, the affected employee's name will be removed from the priority eReassign pending request list at the declined location.**
 - 4. Simultaneous (duplicate) requests for transfer by the same employee to the same craft and installation in eReassign are not permitted.**
 - 5. Employees may receive a printed confirmation of their request through eReassign.**
 - 6. In installations under Article 12 withholding, withheld Mail Handler vacancies are not available for transfer requests.**
 - 7. As a result of the MOU, there are no changes to the Article 12 time frames for notification to the union.**
 - 8. Disputes arising from the application of this MOU will be processed at the National level under the jurisdiction of the National Administrative Committee.**
 - 9. The lock-in periods do not apply to the eReassign Priority Consideration MOU at the losing installation.**

MEMORADUM OF UNDERSTANDING

WORKFORCE REPOSITIONING

The parties are committed to work together to the extent it becomes necessary to close or consolidate postal plants or other facilities. The parties will explore available options that can address related workforce issues. The Postal Service will meet with the Union at the national level to discuss plans to close or consolidate postal plants or other facilities and to discuss and consider changes to such plans based on input from the Union. Those discussions will include appropriate consideration of the principles and requirements of the applicable provisions of Article 12, including the principle that, in effecting reassignments and dislocation and inconvenience to employees shall be kept to a minimum, consistent with the needs of the Postal Service.

Nothing in this memorandum is intended to negate or alter the applicable requirements of Article 12 of the National Agreement.

This Memorandum of Understanding will terminate upon expiration of the **2011** National Agreement.

MEMORANDUM OF UNDERSTANDING

TRANSFERS

The parties agree that the following procedures will be followed when career Postal employees request reassignment from one Postal installation to another.

Reassignments (Transfers)

- A. Installation heads may continue to fill authorized vacancies first through promotion, internal reassignment and change to lower level, transfer from other agencies, reinstatements, etc., consistent with existing regulations and applicable provisions of the National Agreement.
- B. Installation heads will afford full consideration to all reassignment requests from employees in other geographical areas within the Postal Service. The requests will be considered in the order received consistent with the vacancies being filled and type of positions requested. Such requests from qualified employees, consistent with the provisions of this memorandum, will not be unreasonably denied. Local economic and unemployment conditions, as well as EEO factors, are valid concerns. When hiring from entrance registers is justified based on these local condi-

tions, an attempt should be made to fill vacancies from both sources. Except in the most unusual of circumstances, if there are sufficient qualified applicants for reassignment, at least one out of every four vacancies will be filled by granting requests for reassignment in all offices of 100 or more man-years if sufficient requests from qualified applicants have been received. In offices of less than 100 man-years a cumulative ratio of 1 out of 6 for the duration of the National Agreement will apply.

- C. Districts will maintain a record of the requests for reassignment received in the offices within their area of responsibility. This record may be reviewed by the Union on an annual basis upon request. Additionally, on a semiannual basis, local Unions may request information necessary to determine if a 1 out of 4 ratio is being met between reassignments and hires from the entrance registers in all offices of 100 or more man-years.
- D. Managers will give full consideration to the work, attendance which is not in accordance with and protected by the Family and Medical Leave Act (FMLA), and safety records of all employees who are considered for reassignment. An employee must have an acceptable work, attendance, and safety record and meet the minimum qualifications for all positions to which they request reassignment. Both the gaining and losing installation head must be fair in their evaluations. Evaluations must be valid and to the point, with unsatisfactory work records accurately documented.
 - 1. For reassignments within the geographical area covered by a District or to the geographical area covered by adjacent Districts, the following applies: An employee must have at least eighteen months of continuous service in their present installation prior to requesting reassignment to another installation. Employees reassigned to installations under the provisions of this memorandum must remain in the new installation for a period of eighteen months, unless released by the installation head earlier, before being eligible to be considered for reassignment again, with the following exceptions: 1.) in the case of an employee who requests to return to the installation where he/she previously worked; 2.) where an employee can substantially increase the number of hours (8 or more hours per week) by transferring to another installation and the employee meets the other criteria, in which case the lock-in period will be 12 months. These transfers are included in the 1 out of 4 ratio.
 - 2. For all other reassignments, the following applies: An employee must have at least one year of service in their present installation prior to requesting reassignment to another installation. Employees reassigned to installations under the provisions of this memorandum must remain in the new installation for a period of one year, unless released by the installation head earlier, before being eligible to be consid-

ered for reassignment again, except in the case of an employee who requests to return to the installation where he/she previously worked.

- E. Installation heads in the gaining installation will contact the installation head of the losing installation and arrange for mutually agreeable reassignment and reporting dates. A minimum of thirty days notice to the losing office will be afforded. Except in the event of unusual circumstances at the losing installations, reasonable time will be provided to allow the installation time to fill vacancies, however, this time should not exceed ninety days.
- F. Reassignments granted to a position in the same grade will be at the same grade and step. Step increase anniversaries will be maintained. Where voluntary reassignments are to a position at a lower level, employees will be assigned to the step in the lower grade consistent with Part 420 of the Employee and Labor Relations Manual.
- G. Employees reassigned under these provisions will be reassigned consistent with the provisions contained in the National Agreement. Employees will not be reassigned to full-time regular positions to the detriment of career part-time flexible employees who are available for conversion at the gaining installation. Seniority for employees transferred per this memorandum will be established consistent with the provisions of the National Agreement.
- H. Relocation expenses will not be paid by the Postal Service incident to voluntary reassignment. Such expenses, as well as any resulting interview expenses, must be borne by employees.
- I. Under no circumstances will employees be requested or required to resign, and then be reinstated in order to circumvent these pay provisions, or to provide for an additional probationary period.

MEMORANDUM OF UNDERSTANDING

LIGHT DUTY BIDDING

It is agreed that the following procedures will be used in situations in which an employee covered by the Mail Handlers' National Agreement, as a result of illness or injury, is temporarily unable to work his or her normal assignment, and is working another assignment on a light duty or limited duty basis or is receiving Continuation of Pay (COP) or compensation as a result of being injured on the job, sick leave, or annual leave or Leave Without Pay (LWOP) in lieu of sick leave.

I. Bidding

- A) An employee who is temporarily disabled will be allowed to bid for and be awarded a mail handler bid assignment in accordance with Article 12.3.E, or, where applicable, in accordance with the provisions of a local memorandum of understanding, provided that the employee will be able to assume the position within six (6) months from the time at which the bid is submitted.
- B) Management may, at the time of submission of the bid or at any time thereafter, request that the employee provide medical certification indicating that the employee will be able to perform the duties of the bid-for position within six (6) months of the bid. If the employee fails to provide such certification, the bid shall be disallowed, and, if the assignment was awarded, it shall be reposted for bidding. Under such circumstances, the employee shall not be eligible to re-bid the next posting of that assignment.
- C) If at the end of the six (6) month period, the employee is still unable to perform the duties of the bid-for position, management may request that the employee provide new medical certification indicating that the employee will be able to perform the duties of the bid-for position within the second six (6) months after the bid. If the employee fails to provide such new certification, the bid shall be disallowed and the assignment shall be reposted for bidding. Under such circumstances, the employee shall not be eligible to rebid the next posting of that assignment.
- D) If at the end of one (1) year from the submission of the bid the employee has not been able to perform the duties of the bid-for position, the employee must relinquish the assignment, and shall not be eligible to re-bid the next posting of that assignment.
- E) It is still incumbent upon the employee to follow procedures in Article 12.3.C to request notices to be sent to a specific location when absent. All other provisions relevant to the bidding process will also apply.

II. Higher Level Pay

Employees who bid to a higher level assignment pursuant to the procedures described in the preamble and Part I, Bidding, above, will not receive higher level pay until they are physically able to, and actually perform work in the bid-for higher level position.

MEMORANDUM OF UNDERSTANDING

RETURN TO DUTY

The parties affirm their understanding concerning the review of medical certificates submitted by employees who return to duty following extended absences due to illness.

We mutually agree to the following:

1. To avoid undue delay in returning an employee to duty, the on-duty medical officer, contract physician, or nurse should review and make a decision based upon the presented medical information the same day it is submitted.

Normally, the employee will be returned to work on his/her next scheduled tour of duty or the date stated in the medical documentation, provided that adequate medical documentation is submitted within sufficient time for review and that a decision is made to return the employee to duty.

2. The reasonableness of the Service in delaying an employee's return beyond his/her next scheduled tour of duty or the date stated in the medical documentation shall be a proper subject for the grievance procedure on a case-by-case basis.

LETTER OF INTENT

LETTER ON ARTICLE 15 ISSUES

John F. Hegarty
National President
National Postal Mail Handlers Union, AFL-CIO
1101 Connecticut Avenue, NW, Suite 500
Washington, DC 20036-4304

Dear Mr. Hegarty:

During negotiations over the terms of the 2006 National Agreement between the National Postal Mail Handlers Union and the U.S. Postal Service, the parties reached the following understandings with regard to the changes made to Article 15.3D and Article 15.4D2.

1. Any dispute initiated by the Employer at the National level under Article 15.3D shall not include any issue that previously has been appealed by the Union to the National arbitration docket.

2. If the parties are unable to resolve a dispute initiated by the Employer at the National level under Article 15.3D, then the Union has the option to accept the Employer's position on that issue or appeal the issue to National arbitration within existing contractual time limits. The Employer has no right to appeal any dispute or issue to National arbitration.
3. If either the Employer or the Union, or both, do not opt to elect priority scheduling to the top of the National arbitration docket for up to two cases in any given calendar year, then those available arbitration hearing dates will revert to the dates subject to the preexisting scheduling standards — i.e., cases on the docket will be scheduled for arbitration in the order in which appealed, unless otherwise agreed to by the parties.
4. Cases on the National arbitration docket will be scheduled for arbitration with no less than one hundred and fifty (150) days notice to both parties measured from the date of scheduling to the date of the initial arbitration hearing, unless the parties mutually agree to expedite a particular hearing date.
5. Any local grievances filed on the specific interpretive issues pending on the National arbitration docket shall, upon mutual agreement, be held in abeyance at the appropriate level until resolution of the national interpretive dispute. Said grievances should not be referred/appealed to Step 4 merely because the parties cannot agree on whether the specific interpretive issue is fairly presented in the local grievance.
6. Ordering of those cases elected for priority scheduling shall be accomplished in the following manner: during each calendar year, the first case to be heard of the possible four such cases will be that case which has the earliest appeal to arbitration date. If this first case was selected for priority scheduling by the Union, the second case will be the Employer's priority case with the earlier appeal date, the third will be the Union's remaining case, and the fourth the Employer's remaining case. If the first case (the case with the earliest appeal date of the parties' four cases) is a case selected for priority scheduling by the Employer, the ordering process described above will be reversed. Unless the parties mutually agree otherwise, any priority cases remaining on the docket from prior calendar year(s) shall remain in their respective positions on the docket, with the newly-selected priority cases scheduled behind them in the above-described order.

Valerie E. Martin
Manager, Contract Administration NPMHU
U.S. Postal Service

MEMORANDUM OF UNDERSTANDING

ARTICLE 15 (MAP)

The parties agree to continue piloting the Modified Arbitration Procedure (MAP). Locations for further implementation of the MAP will be subject to mutual agreement of the parties.

This Memorandum of Understanding shall be effective during the term of the 2011 National Agreement.

MEMORANDUM OF UNDERSTANDING

ARTICLE 15 (MOD - 15)

It is hereby agreed by the United States Postal Service and the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, that the following procedures will apply to the implementation of a test of modified Article 15 grievance and arbitration procedures during the term of this Agreement:

1. The parties agree that those sites which currently have modified grievance-arbitration procedures (such as Modified Article 15) may continue to utilize those procedures by mutual agreement.
2. The current provisions of Article 15 will continue to apply in all installations except those installations where mutual agreement has been reached between the parties to test modifications for an agreed-to period of time.

This Memorandum of Understanding shall be effective during the term of the 2011 National Agreement.

LETTER OF INTENT

ARTICLE 15.2 STEP 3

The Arbitration Panel orders the parties to establish a Step 3 Scheduling Task Force to determine the most efficient location in which Step 3 meetings are to be held.

MEMORANDUM OF UNDERSTANDING

STEP 4 PROCEDURES

This memorandum represents the parties' agreement with regard to withdrawing a grievance from regional arbitration and referring it to Step 4 of the grievance procedure.

If a case is withdrawn from regional arbitration, referred to Step 4, and then remanded as noninterpretive, it will be returned directly to regional arbitration to be heard before the same arbitrator who was scheduled to hear the case at the time of the referral to Step 4. The case will be scheduled on that arbitrator's next available date (i.e., the next date for which cases have not already been scheduled.) Additionally, if the hearing had opened, the case will be returned to the same stage of arbitration. If the case had not previously been scheduled for an arbitration hearing, it will be given priority scheduling, such that the case will be heard in the same order which would have applied if the case had not been withdrawn and referred. In the event that the case would already have been heard had it not been withdrawn and referred, then the case will be heard as the next case on the appropriate docket.

MEMORANDUM OF UNDERSTANDING

PRE-ARBITRATION DISCUSSIONS

The Arbitration Panel directs the parties to discuss whether to make changes to the pre-arbitration discussion set forth in Article 15.4(B)(5). Such discussions shall include, but are not limited to, the consideration of the following issues:

- 1. The timing for any pre-arbitration discussions;**
- 2. Whether cases should be placed on a scheduling letter before any such pre-arbitration discussion is held;**
- 3. Procedures to address a refusal by any party to conduct a pre-arbitration discussion; and**
- 4. The process for scheduling cases following the completion of the pre-arbitration discussion.**

MEMORANDUM OF UNDERSTANDING

The Arbitration Panel directs the parties to discuss the creation of a pilot program to address issues regarding the number of cases to be placed on a scheduling letter and the withdrawal, postponement, or referral of grievances that have been placed on a scheduling letter for

arbitration. Such discussions shall include, but are not limited to, the consideration of the following issues:

- 1. The number of cases that shall be placed on a scheduling letter;**
- 2. The terms of arbitrator contracts, including the appropriate timeframe in which cancellation fees are owed to the arbitrator; and**
- 3. The circumstances under which one party or the other would be fully responsible for the payment of any cancellation fees.**

MEMORANDUM OF UNDERSTANDING

NATIONAL ADMINISTRATIVE COMMITTEE

The U.S. Postal Service and the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, agree to continue the National Administrative Committee (NAC) to help resolve technical and/or complex disputes that may arise during the course of their National Agreement and may not be amenable to the usual Grievance-Arbitration Procedures established by the National Agreement. The NAC will be used to resolve those disputes jointly identified by the parties without the need to file any grievances. A listing of subjects for consideration in the NAC will be updated by the parties at the national level within 60 days following the effective date of this Memorandum of Understanding. By mutual agreement, the parties at the national level may continue to add subjects to the original listing. The parties will meet within six (6) months of the effective date of this Memorandum of Understanding, as well as every six (6) months thereafter, or more frequently as the need arises, to review the activities of the NAC.

For each subject(s), the Employer and the Union will designate individuals at the national level who will be responsible for discussing and, where possible, for resolving any disputes concerning the referenced subject(s). When a specific subject is under consideration by the NAC, any grievance(s) concerning that identified subject will be removed from the Grievance/Arbitration Procedure and forwarded to the NAC. When a grievance(s) has been filed and the subject of that grievance subsequently comes under consideration by the NAC, such grievance(s) will be removed and forwarded to the NAC.

The national level designees will be responsible for meeting regularly to resolve pending disputes. No special forms, appeals or paper work will be necessary to present a dispute to the NAC. When the designees cannot agree upon a resolution, either party may declare an impasse. Each party will identify the issue in dispute in writing within 30 days after the declared impasse on the subject. The identified dispute will then be placed on the appropriate arbitration docket.

The parties will update specific instructions concerning the NAC within 60 days after the effective date of this Memorandum of Understanding.

This Memorandum of Understanding shall be effective during the term of the **2011** National Agreement.

MEMORANDUM OF UNDERSTANDING

INTERVENTION INITIATIVE

The parties agree to establish at the National level an "Intervention Protocol" to facilitate resolution of contractually-based disputes at the local level which contribute to contentious labor-management relations. Interventions are intended to analyze the underlying causes of such ongoing contractual disputes and to reach resolution through cooperative efforts.

The parties agree that all efforts initiated under this agreement will be coordinated by the National parties and the respective local and/or Area/Regional management and union officials who are responsible for ensuring that such problems are properly resolved.

Either party at the local level may advance an individual request for intervention to their respective National representatives. An intervention will be initiated contingent upon mutual agreement between the National parties. It is agreed that the following rationale, while not intended to be all-inclusive, may be used to support a request for intervention:

- ongoing or repetitive labor-management problems related to the local parties' inability to jointly settle or to identify the root cause of a contractually-based dispute(s);
- continued failure of either party to comply with the grievance-arbitration procedures of Article 15;
- **excessive use of official time or excessive denial of official union time;** and
- excessive cancellation of arbitration dates.

This Memorandum of Understanding shall be effective during the term of the **2011** National Agreement.

MEMORANDUM OF UNDERSTANDING

PROCESSING OF POST-SEPARATION AND POST-REMOVAL GRIEVANCES

The parties agree that the processing and/or arbitration of a grievance is not barred by the separation of the grievant, whether such separation is by resignation, retirement or death.

Additionally, the processing and/or arbitration of a nondisciplinary grievance is not barred by the final disposition of the removal of the grievant, if that nondisciplinary grievance is not related to the removal action.

MEMORANDUM OF UNDERSTANDING

ARTICLE 15 BACK PAY AWARDS

During negotiation of the 2000 Agreement, between the U.S. Postal Service and the National Postal Mail Handlers Union, the Union expressed serious concerns regarding delays in the issuance of back pay awards and lump sum payments during the term of the 1998 Agreement.

The parties agreed that every effort should be made to assure that grievance settlements involving monetary remedies, back pay awards and scheduled payments are not unreasonably delayed after the receipt of all information necessary for their processing, including information needed from the individual employee.

The parties agreed to meet during the first six (6) months of the term of the new Agreement in an effort to identify methods to avoid unnecessary delays in the processing of grievance settlements involving monetary remedies, back pay awards and scheduled payments. Management also committed to address any significant delays in such payments brought to its attention by the Union at the national level, including through the National Administrative Committee, and to provide the Union with a written response thereto.

MEMORANDUM OF UNDERSTANDING

INTEREST ON BACK PAY

Where an arbitration award specifies that an employee is entitled to back pay in a case involving disciplinary suspension or removal, the Employer shall pay interest on such back pay at the Federal Judgment Rate. This shall apply to cases heard in arbitration after the effective date of the 1990 agreement.

MEMORANDUM OF UNDERSTANDING

LANGUAGE CHANGES DUE TO ORGANIZATIONAL STRUCTURE CHANGES

Whenever the **2011** National Agreement calls for meetings at the Area level, including Step 3 grievance meetings under the grievance-arbitration procedure set forth in Article 15, such meetings will be held in the cities where the Postal Service's former Regional Headquarters were located prior to the Postal Service organizational structure change of 1992 - i.e., Windsor, Connecticut; Philadelphia, Pennsylvania; Memphis, Tennessee; Chicago, Illinois; or San Bruno, California. These locations shall remain unchanged during the term of the **2011** National Agreement unless the parties mutually agree otherwise.

In addition, whenever the **2011** National Agreement refers to "the appropriate management official at the **LR Service Center**," it means that a notice or other information that is to be provided to that management official should be sent to the **LR Service Center**. This reference also applies to the documents relating to the **Modified Arbitration Procedure** and Modified Article 15 procedures. The current address of the **LR Service Center** is:

National Service Center
U.S. Postal Service
P.O. Box 25398
Tampa FL 33622-5398

In addition, this letter is meant to confirm that, whenever language changes have been made in the **2011** National Agreement to reflect those changes made during the Postal Service's organizational structure change of 1992, the Postal Service's Area level shall serve as the counterpart to the Union's Regional level.

LETTER OF INTENT

DISTRICT ARBITRATION PANELS

The parties agree that the arbitration panels referenced in Article 15.4 will be constituted on a District- or grouping of Districts-basis, as provided hereunder. Within each grouping, arbitrators may be appointed to the District Regular Contract/Discipline Panel, to the District Expedited Panel or to a combination of both.

EASTERN AREA	Appalachian Central PA Cincinnati Kentuckiana Northern Ohio Philadelphia Metropolitan South Jersey Tennessee Western NY Western PA
CAPITAL METRO	Atlanta Baltimore Capital Greater South Carolina Greensboro Mid-Carolinas Northern Virginia Richmond
GREAT LAKES AREA	Central Illinois Chicago Detroit Gateway Greater Michigan Greater Indiana Lakeland
NORTHEAST AREA	Albany Caribbean Connecticut Valley Greater Boston Long Island New York City Northern New England Northern New Jersey Triboro Westchester
PACIFIC AREA	Bay-Valley Honolulu Los Angeles Sacramento San Diego

PACIFIC AREA
(continued)

San Francisco
Santa Ana
Sierra Coastal

SOUTHERN
AREA

Alabama
Arkansas
Dallas
Ft. Worth
Houston
Louisiana
Mississippi
North Florida
Oklahoma
Rio Grande
South Florida
Suncoast

WESTERN
AREA

Alaska
Arizona
Central Plains
Colorado-Wyoming
Dakotas
Hawkeye
Mid-America
Nevada-Sierra
Northland
Portland
Salt Lake City
Seattle

LETTER OF INTENT

EXPECTATIONS OF ARBITRATORS

The parties recognize and acknowledge the importance of bringing closure to workplace disputes between labor and management as expeditiously as possible. During discussions held regarding Article 15 of the National Agreement, the parties reaffirmed their commitment to ensure the efficiency of the grievance-arbitration procedure. The parties mutually identi-

fied the following expectations for Arbitrators serving during the term of the **2011** National Agreement to hear cases at the Area/Regional level:

In accordance with the terms, timelines and conditions articulated in the contract effectuating their appointment to the Joint USPS-NPMHU Arbitration Panel, Arbitrators should expect to:

- be scheduled for a minimum of six (6) hours of hearing time on each arbitration date.
- hear more than one (1) case on each arbitration date.
- hear cases in the order of their appearance on the scheduling letter, then move to other cases pending within the primary location, and finally, proceed to the appropriate back-up list if the initial docket is depleted prior to hearing, unless a deviation from the first-in, first-out sequence has been agreed to by both advocates in accordance with the provisions articulated in Article 15.4.
- produce clear arbitration awards, ensuring both brevity and ease of understanding, by limiting the recitation of contract language to only citations that are relevant to the fact-circumstances of the case, without reproduction of unnecessary and lengthy quotes from the USPS-NPMHU National Agreement or other USPS handbooks or manuals.
- ensure fairness to the parties, especially the grievant, by issuing punctual awards as soon as possible following the close of the hearing record.

In keeping with our joint responsibility to ensure the effective use of arbitration, it is the position of the parties that canceled or lost arbitration hearing dates should be a rare occurrence. The parties are to be diligent in exerting their best efforts to ensure that hearing dates are effectively utilized to the maximum extent possible.

MEMORANDUM OF UNDERSTANDING

EXPEDITED ARBITRATION

The U.S. Postal Service and the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, agree to hear grievances concerning the following issues in the Expedited Arbitration forum.

1. Restricted Sick Leave;
2. Step Withholding;

3. Employee Requests for Leave;
4. AWOL;
5. Request for Medical Certification;
6. Supervisor performance of bargaining unit work in 1.6A offices;
7. Bypass of employee(s) on the Overtime Desired List;
8. Holiday scheduling;
9. Designation of successful bidder;
10. Movement outside of bid assignment area;
11. Higher level assignments;
12. Employee claims;
13. Any other grievance mutually agreed upon by the parties at Step 3.

This Agreement does not change either party's right to refer an expedited case to regular arbitration in accordance with the applicable procedures of Article 15, Section 4.C., of the National Agreement.

MEMORANDUM OF UNDERSTANDING

PURGE OF WARNING LETTERS

The parties agree that there will be a one-time purge of Official Disciplinary Letters of Warning from the personnel folders of all employees represented by the National Postal Mail Handlers Union. To qualify to be purged, a Letter of Warning must:

1. Have an issue date prior to the effective date of the **2011** National Agreement between the parties;
2. Have been in effect for 6 months or longer and not cited as an element of prior discipline in any subsequent disciplinary action; and
3. Not have been issued in lieu of a suspension or a removal action.

All grievances associated with discipline that is purged as a result of this Memorandum shall be withdrawn.

MEMORANDUM OF UNDERSTANDING

TASK FORCE ON DISCIPLINE

The parties agree to establish at the national level a "Task Force on Discipline." The Task Force shall have three (3) representatives of the Union and three (3) representatives of the USPS.

The purpose of the Task Force shall be to study the manner in which discipline is administered by the USPS, the manner in which disputes about discipline are handled by the parties, and to recommend changes and improvements which can be made in the discipline and dispute resolution systems.

The Task Force is authorized, at its discretion, to conduct tests of alternative discipline and dispute resolution systems in various facilities.

The Task Force shall convene periodically but at least quarterly, at such times and at such places as it deems appropriate during the term of the **2011** National Agreement. No action or recommendations may be taken by the Task Force except by an agreement of the parties.

Nothing herein shall preclude any of the parties from exercising the rights which they may otherwise have.

MEMORANDUM OF UNDERSTANDING

MODIFIED DISCIPLINE PROGRAMS

The parties agree to continue with the testing of Modified Article 16. The purpose and format of Modified Article 16 shall remain the same as it was originally developed under the Task Force on Discipline, unless changed by the Task Force. Those sites which are currently involved in the testing of Modified Article 16 shall continue with the testing, unless the local parties notify the Task Force on Discipline to the contrary, in accordance with the stated guidelines as developed by the Task Force.

This Memorandum of Understanding will terminate upon the expiration of the **2011** National Agreement.

MEMORANDUM OF UNDERSTANDING

ROLE OF THE 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 our employees, security to the mail and service to our customers.

Postal Inspection Service policy does not condone disrespect by Inspectors in dealing with an individual. The Postal Inspection Service has an obligation to comply fully with the letter and spirit of the National Agreement between the United States Postal Service and the National Postal Mail Handlers Union, and will not interfere in the dispute resolution process as it relates to Articles 15 and 16.

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

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

MEMORANDUM OF UNDERSTANDING

STEP INCREASE, UNSATISFACTORY PERFORMANCE

The Parties agree that periodic step increases will not be withheld for reason of unsatisfactory performance and that all other aspects of the current step increase procedures remain unchanged, unless otherwise provided for by the **2011** National Agreement.

MEMORANDUM OF UNDERSTANDING

ARTICLE 16 PRIVACY IN THE DISCIPLINARY PROCESS

We agree with the principle that when it is necessary for a supervisor to take corrective action under the discipline procedure, such action between the supervisor and the employee should be private and should be conducted in an environment which does not compromise that privacy. While the use of an office in which only the participants are present is the preferred situation, it is recognized that other alternatives may be necessary.

Regardless of the situation, we agree that disciplinary matters between a supervisor and an employee must be done in a manner that would not compromise this principle.

The use of a witness to confirm the delivery of a disciplinary notice or, when appropriate, the presence of a steward when requested by the employee, is not considered a violation of this principle.

MEMORANDUM OF UNDERSTANDING

ARTICLE 17.6D PAYROLL ALLOTMENTS

As soon as administratively practicable, the Postal Service will increase the maximum allotments in the existing program by providing one additional allotment for the use of the NPMHU bargaining unit employees.

MEMORANDUM OF UNDERSTANDING

HIGHER LEVEL PAY FOR TEMPORARY DETAILS

When level 4 mail handlers are temporarily detailed to level 5 mail handler duties, higher level pay will be designated to the same step within level 5 as the employees occupy in their level 4 assignments.

LETTER OF INTENT
GENDER-SPECIFIC GARMENTS

John F. Hegarty
National President
National Postal Mail Handlers Union, AFL-CIO
1101 Connecticut Avenue, NW, Suite 500
Washington, DC 20036-4304

Dear Mr. Hegarty:

During negotiations of the 2006 National Agreement, we agreed to the following:

Article 26: The U.S. Postal Service and the National Postal Mail Handlers Union will jointly explore the availability of gender-specific garments for the mail handler work clothes program.

Valerie E. Martin
Manager, Contract Administration, NPMHU
U.S. Postal Service

MEMORANDUM OF UNDERSTANDING
CLEAN AIR ACT COMMITTEE

It is hereby recognized and acknowledged by the United States Postal Service and the National Postal Mail Handlers Union, AFL-CIO, a Division of The Laborers' International Union of North America, that the growth in the amount and complexity of air pollution brought about by urbanization, industrial development, and the increasing use of motor vehicles, has resulted in concerns to the public health and welfare.

In recognition of this fact, the parties agree to establish Clean Air Committees at both the National and Regional/Area levels. The Committees at both levels shall be comprised of four persons; two appointed by the Employer and two by the Union.

During the term of the **2011** National Agreement, the Committees shall meet as necessary, but no less than semiannually, to study and discuss ways to promote alternative means of transportation and to address the problems associated with the Clean Air Act, including any potential impact on Articles 20 and 30. The Committee at the Regional/Area level shall forward all studies and recommendations to their respective representatives at the National level in order to coordinate and formulate an overall national policy.

MEMORANDUM OF UNDERSTANDING

COMMITTEE ON BENEFITS

It is hereby recognized and acknowledged by the United States Postal Service and the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, that the benefits structure in many industries in the private sector is changing and evolving. In keeping with these circumstances, the parties agree to the establishment of a national level committee to study the current benefits structure as set forth in Article 21 of the 1998 Mail Handlers Division National Agreement. As a part of this study, the parties will also consider the feasibility of other benefit plans such as:

- (a) Child care;
- (b) Group legal services; and
- (c) Long term and short term disability insurance.

During the term of the **2011** National Agreement, the Committee on Benefits will meet to study and discuss these subjects and, if mutual agreement is reached by the parties on any changes concerning the current benefit structure, appropriate amendments to Article 21 could be negotiated. It is understood such implementation could take the form of pilot or test sites at mutually agreed upon installations or Districts where a modified benefits structure could be further assessed.

The parties understand and agree that benefit plans which are currently mandated by statute will not be discussed by this committee.

MEMORANDUM OF UNDERSTANDING

ON-THE-JOB INSTRUCTORS COMPENSATION

The U.S. Postal Service and the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, agree that employees in the mail handler craft who are certified by the PEDC to act as on-the-job instructors will be compensated at grade MH-5 while performing in that capacity.

MEMORANDUM OF UNDERSTANDING

ARTICLE 30 - LOCAL IMPLEMENTATION PROCEDURES

It is hereby agreed by the United States Postal Service and the National Postal Mail Handlers Union, AFL-CIO, a Division of the Laborers' International Union of North America, that the following procedures will apply to the implementation of Article 30 during the **2011** local implementation period.

1. The **thirty (30)** consecutive day period for **2011** local implementation will commence, pursuant to agreement by the local parties, on or after September 1, **2013** and terminate on or before October 30, **2013**. If the local parties do not reach agreement on the dates for local implementation, the local implementation period shall be from October 1, **2013** to October 30, **2013**. Initial proposals must be exchanged within the first twenty one (21) days of the **thirty (30)** consecutive day local implementation period.

If neither party provides written notification of its intent to invoke the local implementation process on or before September 15, **2013**, presently effective Memoranda of Understanding not inconsistent or in conflict with the **2011** National Agreement shall remain in effect during the term of this Agreement.

2. In the event that any issue(s) remain in dispute at the end of the thirty (30) consecutive day local implementation period, each party shall identify such issue(s) in writing. Initialed copies of this written statement and copies of all proposals and counter-proposals pertinent to the issue(s) in dispute will be furnished by the appropriate local party to the appropriate management official at the **Labor Relations Service** Center of the Employer with copies to the Installation Head, local Union President and the Union's Regional Representative within fifteen (15) days after October 30, **2013**. Inclusion of any matter in the written statement does not necessarily reflect the agreement of either of the parties that such matter is properly subject to local implementation.
3. The appropriate management official at the Area office and the Regional Union representative shall attempt to resolve the matters in dispute within seventy-five (75) days after October 30, **2013**. The appropriate management official at the Area office and the Regional Union representative will have full authority to resolve all issues still in dispute.
4. If the parties identified in paragraph 3 above are unable to reach agreement at the Regional level by the end of the seventy-five (75) day period provided for above, the issue(s) may be appealed to final and binding arbitration by the Union or the Vice President, Labor Relations, within twenty-one (21) days of the

end of the seventy-five (75) day period. Any such appeal shall be given priority scheduling on the District Regular Contract Docket.

5. Where there is no agreement and the matter is not referred to the appropriate management official at the **Labor Relations Service** Center or to arbitration, the provision(s), if any, of the former Local Memorandum of Understanding shall apply unless inconsistent with or in conflict with new or amended provisions of the **2011** National Agreement.
6. Where a dispute exists as to whether an item in the former Local Memorandum of Understanding is inconsistent or in conflict with the **2011** Mail Handlers National Agreement, such dispute will be processed in accordance with the procedures outlined in 2. through 4. above. Items declared to be inconsistent or in conflict shall remain in effect until four (4) months have elapsed from the conclusion of the local implementation period under the **2011** National Agreement.

This Memorandum of Understanding expires at 12 midnight **May 20, 2016**.

MEMORANDUM OF UNDERSTANDING

ARTICLE 31 - COMPUTER TAPE ACCOUNTING PERIOD REPORT

Pursuant to the provisions of Article 31 of the National Agreement, the Employer shall, on an accounting period basis, provide the Union with a computer tape containing the following information on those in the bargaining units:

- | | |
|---------------------|--------------------------|
| 1. SSN | 14. Rate Schedule |
| 2. Last Name | 15. Nature of Action |
| 3. First Initial | 16. Effective Date |
| 4. Middle Initial | 17. Pay Grade |
| 5. Address | 18. Pay Step |
| 6. City | 19. Health Benefit Plan |
| 7. State | 20. Designation Activity |
| 8. ZIP Code | 21. Enter on Duty Date |
| 9. Post Office Name | 22. Retire on Date |

- | | |
|-----------------------|---------------------|
| 10. PO State | 23. Layoff |
| 11. PO ZIP | 24. Occupation Code |
| 12. PO Finance Number | 25. Pay Location |
| 13. PO CAG | |

Social Security Numbers (SSNs) will continue to be provided to the National Office of the National Postal Mail Handlers Union. The NPMHU will ensure that all SSNs provided will be kept confidential.

Employee Identification Numbers (EINs) will be provided to the National Office of the NPMHU, and in place of SSNs to Union Officials at the Local Level.

LETTER OF INTENT

ARTICLE 31 - INFORMATION/REPORTS

As a result of the discussions held regarding Article 31 of the National Agreement, the Employer shall provide to the Union the information and reports listed below at the frequency designated. The Union shall compensate the Postal Service for its actual costs associated with the systems, programming and production, unless specifically indicated otherwise.

The information and reports shall be provided through the Office of the Vice President, Labor Relations, at the costs and frequencies listed below:

INFORMATION	COST	FREQUENCY
1. ORPES Report	No Cost	Accounting Period
2. 2.National Payroll Hours Summary Report	No Cost	Accounting Period
3. 200 Man Year Report	No Cost	Accounting Period
4. Listing of Associate Offices, Districts, Areas	No Cost	Accounting Period
5. Dues Check Off With Full First Name and Union Anniversary Date	No Cost	Pay Period

INFORMATION	COST	FREQUENCY
6. Safety Data from Form 1769 employee identification; with scrambled social security numbers)	Actual cost not to exceed \$2500	Annual
7. Financial and Operations Statement Summary	No Cost	Accounting Period

Additionally, in January of each year of this Agreement, the Postal Service shall provide the Union, at its request, with a computer tape containing the information it agreed to provide it on its membership in **2011** from the following files:

1. Salary History File
2. Hours History File
3. Employee Master File
4. W 2 Information/Gross Salary File

All actual costs associated with the systems, programming and production of the information shall be borne by the Union, although the Postal Service shall make reasonable efforts to retain and reuse the computer programs used in previous years.

Since the methods, means and types of information collected by the Postal Service are subject to change, the availability of any information or reports are dependent solely on the Postal Service's determination to keep such records.

MEMORANDUM OF UNDERSTANDING

ARTICLE 32

In addition to the cap on MHAs set forth in paragraph 7.1C3 above, the Board acknowledges that the parties may agree upon the use of additional MHAs in other circumstances when new or contracted work is brought in-house. In addition, whenever contracting-out or in-sourcing is under consideration, the Union may propose different hourly rates for such MHAs to ensure competitiveness with outside services.

Immediately after the effective date of this Decision, the Board orders the parties to establish a Subcontracting Committee to discuss the

possibility of returning mail handler work from Surface Transportation Centers (STC), Mail Transport Equipment Service Centers (MTEC), and the bedloading project. The Committee will consider all relevant factors when discussing the issue outlined above, to include cost, operational efficiency, availability of equipment, and qualification of employees. In addition, any MHA employees utilized as referenced in paragraph 1 will not count against existing non-career caps.

MEMORANDUM OF UNDERSTANDING

EDUCATION AND TRAINING FUND

It is hereby recognized and acknowledged by the United States Postal Service and the National Postal Mail Handlers Union, AFL-CIO, a Division of The Laborers' International Union of North America, that there is a need to further expand and improve the education and training opportunities of both supervisors and employees. Further, the parties recognize that there is a need to provide both supervisors and employees with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness and an overall improved labor/management climate.

In keeping with this objective, the parties agree to continue during the term of this National Agreement the Joint Education and Training Fund for the purposes of providing education and training in the following areas:

- A Contract Training
- B Labor/Management Relations
- C Such other purposes as the members of the National Committee may mutually agree upon.

This activity shall be administered by a Joint National Committee comprised of six persons, three appointed by the Employer and three by the Union. The Committee shall set policy, suggest and approve education and training programs.

The parties shall also establish a Local Joint Education and Training Committee. It shall be established on a District basis. The Local Committee representation shall be comprised of two members each from the respective local parties. The purpose of the Local Committee is to select and suggest various programs best suited for their District from a menu of programs developed and approved by the National Committee.

The Employer shall make available \$1,000,000.00 per year for the Joint Education and Training Committee in Fiscal Years **2013, 2014, 2015, and 2016**. In the event that the maximum allowable annual contribution of the Employer is not used, the remainder shall not carry over to the succeeding

fiscal year and no funds will be carried beyond the term of the **2011** Agreement. The Fund shall be supervised by the Joint National Committee. However, the disbursement of any expenditures must be authorized by the appointed chairpersons of each of the respective parties. The appointment of such shall be in writing and provided to each of the parties.

LETTER OF INTENT

OPERATIONS 110-129 AND 180-189 CLARIFYING INSTRUCTIONS

The following provides additional guidance to determine the appropriate craft designation and assignment for distribution and separation activities for Operations Numbers 110-129 and 180-189 opening unit activities.

The current language in Regional Instruction 399 for Operations 110-129 and 180-189 contains instructions to assign mail handlers to "Cull/separate mail by type/characteristics and make basic local/out-of-town splits to trays, hampers, gurneys, conveyers, nutting trucks, or other containers."

Additional instructions are contained in the document to assign clerks to "Distribution of outgoing IPPs, newspapers, rolls, letter or flat bundles, slugs, Special Delivery or Special Handling parcel post."

There has been some confusion as to the distinction between "basic local/out-of-town splits," which is assigned to mail handlers, and distribution, which is assigned to clerks.

The term basic local/out-of-town splits was intended to encompass that activity where initial separations are made by ZIP Code and city, state address information, to expedite subsequent distribution or dispatching and pouching operations. For example, the type of separations allowable would be for local city, local SCF, home state, SCFs and major cities within the home state, states for which the local office performs major city and sectional center separations in their pouching operations, groups of mixed states, where separation in the opening unit would expedite pouching operations. The allowable separations will be based on city, state, and 3-and 5-digit ZIP Code information.

MEMORANDUM OF UNDERSTANDING

MAIL TRANSPORT EQUIPMENT CENTERS/REPAIR CENTERS

We recently concluded that the memorandum of Understanding titled 'Mail Transport Equipment Center and Repair Centers/Reassignment' and

the Memorandum of Understanding titled 'Mail Transport Equipment Centers/Repair Centers' found in the 1998 National Agreement have, by their terms, become moot. As such, we agreed to remove them from the 2000 USPS-NPMHU National Agreement.

This is to affirm, however, that the parties will continue to rely upon the terms of those Memoranda in the event that any dispute may arise as to the application of their terms. We further agree that their removal from the National Agreement is not intended to affect any pending grievances on subcontracting or other issues that may be affected by those Memoranda.

LETTER OF INTENT

REFERENCES TO UNION, CRAFT OR BARGAINING UNIT

During negotiation of the **2011** National Agreement, the parties agreed that references to a union, craft or bargaining unit are limited to the National Postal Mail Handlers Union and the craft it represents, with the following understandings:

Article 1.5: The Postal Service will continue to inform the NPMHU of all new positions whether or not the positions are within the craft unit represented by the NPMHU.

Article 6: This article will continue to apply to all bargaining units covered by the September 15, 1978 Award of James J. Healy.

Article 15.4.D: The Postal Service will continue to send all National level arbitration scheduling letters and moving papers for all bargaining units to the NPMHU.

Article 33.2: This article will continue to permit employees in non-NPMHU represented crafts to make application for best qualified positions in the NPMHU represented craft after required procedures are followed.

Transitional employees may not perform mail handler work.

LETTER OF INTENT

REGIONAL INSTRUCTION 399

The parties recognize that Regional Instruction 399 identifies the mail handler craft as the primary craft for the transportation of mail. In this regard, when mail is transported via an elevator, the principle contained in Regional Instruction 399 that the mail handler craft is the primary craft for transportation of mail applies.

* * * * *

Regional Instructions

Part 300
Postal Operations
1085-PO-204

Subject

Date

Filing No.

Mail Processing Work
Assignment Guidelines

2/16/79

399

I. INTRODUCTION

The enclosed "Mail Processing Work Assignment Guidelines," provide primary craft designations relative to the performance of specific mail processing work functions. Compliance with the principles contained therein is mandatory and applicable to the assignment of all categories of employees in the regular work force. These assignment guidelines are to be implemented at all postal installations which perform mail processing, in accordance with the implementation criteria outlined below and consistent with the terms of the 1978 National Agreement.

II. IMPLEMENTATION CRITERIA

A Efficient and Effective Operation

All actions taken relative to implementation of these guidelines must be consistent with an efficient and effective operation. Consistent with this obligation, no postal installation shall declare employees excess, increase the number of employees and/or increase work hours solely as a result of this instruction.

B Four (4) Hours Criteria

If there are four (4) or more hours of continuous work consisting of one or more work functions in one or more operations designated to the same primary craft, the performance of the work should be assigned to an employee of that primary craft.

C Distribution Activities

Where the functions of obtaining empty equipment, obtaining unprocessed mail, loading ledges and sweeping are an integral part of the distribution function and cannot be efficiently separated, the entire operation will be assigned to the primary craft performing the distribution activity.

D Changes in Duty Assignments

No employee's current duty assignment will be modified by removing functions designated to another primary craft until and unless such duty assignment becomes vacant through attrition. In addition, management may continue to revert or abolish positions no longer needed.

E Assignment of New and/or Additional Work

Assignment of new or additional work, not previously existing in the installation, shall be made in accordance with the primary craft designations contained in this instruction.

III. IMPLEMENTATION PROCEDURES

A Responsibilities

Sectional Center Managers will review mail processing operations in installations within their designated MSC areas. This review will include, at a minimum, an examination of the work being performed, current duty assignments and a determination concerning what actions will be necessary to comply with the "Mail Processing Work Assignment Guidelines."

B Identification of Primary Craft

All post offices with mail processing operations will, based on the primary craft designations, identify:

1. full-time clerk or mail handler duty assignments which are assigned to the inappropriate craft.
2. full-time clerk or mail handler duty assignments which include both clerk and mail handler primary craft functions.
3. work functions performed by part-time flexible clerks and mail handlers.

C Implementation Plan

Based upon the above identification, each sectional center manager will develop a detailed implementation plan which will contain at a minimum:

1. the number of full-time clerk and mail handler employees.
2. the number, by tour and duties, of full-time clerks and mail handlers:

- a. with 8 hour assignments in the inappropriate craft.
 - b. whose duty assignments include 4 or more (but less than 8) hours of work in the inappropriate craft.
3. the number of full-time clerk and mail handler vacancies as of January 26, 1979.
 4. the number of full-time clerk and mail handler vacancies that are anticipated, by postal quarter, during PQ's III and IV, FY 1979, and FY 1980.
 5. the number of clerk and mail handler part-time flexible employees.
 6. the number of clerk and mail handler part-time flexible employees, by tour, duties and hours, performing primary craft functions designated to a different craft.
 7. actions that will be taken to achieve immediate compliance, and those actions which will require phased implementation.
 8. the estimated time frame (as may be necessary) for implementation, including quarterly estimates.
 9. any current clerk or mail handler functions not covered in the "Mail Processing Work Assignment Guidelines."

D Adherence

Each sectional center manager will insure that the following actions, when taken, are consistent with this instruction:

1. Review each vacant full-time clerk and mail handler duty assignment.
2. Establishment of new full-time duty assignments.
3. Accession of clerk and mail handler employees.
4. Scheduling and staffing studies.

E Reporting Requirements

The management sectional center implementation plan will be forwarded by March 19, 1979, through the Division Office to the Regional Director, Mail Processing, who will be responsible for approving the MSC's plan, insuring its timely and effective implementation, and for monitoring performance against the plan. At least once every six months, a designated regional coordinator will review each MSC to determine its progress rela-

tive to making proper clerk-mail handler work assignments. The first review cycle must be completed no later than September 1, 1979, with subsequent regional reviews of MSC performance occurring semi-annually thereafter.

C. Neil Benson
Acting Senior Assistant
Postmaster General
Operations Group

Enclosure
Standard distribution plus 2 copies to each MSC

MAIL PROCESSING WORK ASSIGNMENT GUIDELINES

U.S. Postal Service
November 15, 1978

(The June 15, 1979 (1096-PO-209) Revision to the Mail Processing Work Assignment Guidelines (1085-PO-204) have been incorporated herein.)

11/15/87

POST OFFICE - PRIMARY CRAFT DESIGNATIONS

Operation	Function	Primary Craft
001 Platform Acceptance and Weigher's Unit	1. Accept, classify, and compute postage on second-and third-class mail.	Clerk
Blank	2. Determine correct classification of second- and third-class and all other matter mailed under a permit, and determine if sufficient deposit has been made by the mailer to cover the cost of mailing.	Clerk
Blank	3. Accept pre-cancelled and meter matter mailed in bulk quantities and verify postage.	Clerk

Operation	Function	Primary Craft
	4. Accept other classes of mail and receipts if necessary.	Clerk
	5. Advise customers as to proper mailing procedures.	Clerk
	6. Maintain records of permit holders, deposits, withdrawals and miscellaneous information.	Clerk
	7. Make necessary reports and submit to the manager of finance or equivalent.	Clerk
010 Originating Mail Preparation	1. Transport empty equipment	Mail Handler
	2. Obtaining mail (courtesy windows, drop units, staging areas, etc.).	Mail Handler
	3. Open and dump sacks or other containers.	Mail Handler
	4. Cull (separate mail by type, and make basic local/out of town splits into trays, hampers, conveyors, etc.). Distribution to cases or sack/pouch racks will be assigned in accordance with the appropriate distribution operation.	Mail Handler
	5. Tray loose metered mail, etc.	Mail Handler
	6. Face and cancel letters on the facer canceler (Mark II or equivalent).	Mail Handler
	7. Cancel letters on Mark II that were rejected on first pass.	Mail Handler
	8. Hand cancel, cancel with Model G or other device.	Mail Handler
	9. Tray canceled mail for distribution operations.	Mail Handler

Operation	Function	Primary Craft
Blank	10. Rate and cancel short paid mail.	Clerk
Blank	11. Repair damaged letters.	Mail Handler
Blank	12. Examine sacks for mail content.	Mail Handler
Blank	13. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
Blank	14. Back stamping of missent mail.	Mail Handler
020 Originating Meter Mail Preparation	1. Transporting empty equipment.	Mail Handler
Blank	2. Prepare originating metered, permit imprint, and official penalty mail received from collection routes, lobby drop, dock, slides, chutes, conveyors, and other sources for distribution.	Mail Handler
Blank	3. Traying letters and separating mail by type into different containers, separating by local and out of town.	Mail Handler
Blank	4. Reporting mail with incorrect meter dates and rating short paid mail.	Clerk
Blank	5. Identification and handling of presorted and riffle mail.	Clerk
029 Riffle Mail	Distribution of customer sequenced mail by ZIP Code, state or otherwise, which is sorted by batches, avoiding piece by piece distribution. Riffle mail can be sorted at letter cases, tray packs or pouch racks, depending on the make up.	Clerk

Operation	Function	Primary Craft
030 Combined Outgoing-Incoming Letter Primary	1. *Transporting empty equipment	Mail Handler
	2. *Obtaining letters from staging areas for distribution.	Mail Handler
	3. *Loading ledges.	Mail Handler
	4. Manual distribution of letter mail.	Clerk
	5. Distribution of NIXIE mail.	Clerk
	6. *Sweeping, containerizing and transporting.	Mail Handler
	7. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	8. *Pulling and transporting pouches and/or other containers.	Mail Handler

*In offices where the tasks of obtaining empty equipment, obtaining unprocessed mail, loading ledges, sweeping and containerizing is an integral part of the distribution function, the entire operation is a function of the primary craft performing the distribution.

040 Outgoing Letter Secondary	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining unprocessed mail.	Mail Handler
	3. *Loading ledges.	Mail Handler
	4. Manual distribution of letter mail.	Clerk
	5. Distribution of NIXIE mail.	Clerk
	6. *Sweeping.	Mail Handler
	7. *Containerizing and transporting.	Mail Handler
	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler

*See asterisk below Operation 030.

Operation	Function	Primary Craft
043 State Distribution Letters	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining unprocessed mail.	Mail Handler
	3. *Loading ledges.	Mail Handler
	4. Manual distribution of letter mail.	Clerk
	5. Distribution of NIXIE mail.	Clerk
	6. *Sweeping.	Mail Handler
	7. *Containerizing and transporting.	Mail Handler
	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
044 Sectional Center Distribution Letters	1. *Transporting empty equipment.	Mail Handler Mail Handler
	2. *Obtaining unprocessed mail.	
	3. *Loading ledges.	Mail Handler
	4. Manual distribution of letter mail.	Clerk
	5. *Sweeping.	Mail Handler
	6. *Containerizing and transporting.	Mail Handler
	7. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	8. Distribution of NIXIE mail.	Clerk

*See asterisk below Operation 030.

Operation	Function	Primary Craft
Blank	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
045 Non Preferential Distribution Letters	1. *Transporting empty equipment.	Mail Handler
Blank	2. *Obtaining unprocessed mail.	Mail Handler
Blank	3. *Loading ledges.	Mail Handler
Blank	4. Manual distribution of letter mail.	Clerk
Blank	5. *Sweeping.	Mail Handler
Blank	6. *Containerizing and transporting.	Mail Handler
Blank	7. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
Blank	8. Distribution of NIXIE mail.	Clerk
Blank	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
050/055 Priority Mail Distribution	1. *Transporting empty equipment.	Mail Handler
Blank	2. *Culling, facing and canceling.	Mail Handler
Blank	3. *Opening and dumping.	Mail Handler
Blank	4. *Transporting mail.	Mail Handler
Blank	5. *Loading ledges.	Mail Handler
Blank	6. Distribution of priority mail.	Clerk
Blank	7. *Sweeping.	Mail Handler
Blank	8. *Containerizing.	Mail Handler
Blank	9. *Pulling and transporting pouches or other containers.	Mail Handler
Blank	10. Rating mail matter.	Clerk

*See asterisk below Operation 030.

Operation	Function	Primary Craft
Blank	11. Maintaining current schedules and schemes.	Clerk
Blank	12. Handling registry mail	Clerk
Blank	13. Maintaining receipt and dispatch records.	Clerk
Blank	14. Identifying and reporting, meeting postal regulations.	Clerk
060 Outgoing Flat Primary	1. *Transporting empty equipment.	Mail Handler
Blank	2. *Obtaining unprocessed mail.	Mail Handler
Blank	3. *Loading ledges.	Mail Handler
Blank	4. Manual distribution of flat mail.	Clerk
Blank	5. *Sweeping.	Mail Handler
Blank	6. *Containerizing and transporting.	Mail Handler
Blank	7. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
Blank	8. Distribution of NIXIE mail.	Clerk
Blank	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
070 Outgoing Flat Secondary	1. *Transporting empty equipment.	Mail Handler
Blank	2. *Obtaining unprocessed mail.	Mail Handler
Blank	3. *Loading ledges.	Mail Handler
Blank	4. Manual distribution of flat mail.	Clerk
Blank	5. *Sweeping.	Mail Handler

*See asterisk below Operation 030.

Operation	Function	Primary Craft
Blank	6. *Containerizing and transporting.	Mail Handler
Blank	7. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
Blank	8. Distribution of NIXIE mail.	Clerk
Blank	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
073 State Distribution Flats	1. *Transporting empty equipment.	Mail Handler
Blank	2. *Obtaining unprocessed mail.	Mail Handler
Blank	3. *Loading ledges.	Mail Handler
Blank	4. Manual distribution of flat mail.	Clerk
Blank	5. Distribution of NIXIE mail.	Clerk
Blank	6. *Sweeping.	Mail Handler
Blank	7. *Containerizing and transporting.	Mail Handler
Blank	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
Blank	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
074 Sectional Center Flats Distribution	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining unprocessed mail.	Mail Handler
Blank	3. *Loading ledges.	Mail Handler
Blank	4. Manual distribution of flat mail.	Clerk

*See asterisk below Operation 030.

Operation	Function	Primary Craft
Blank	5. *Sweeping.	Mail Handler
Blank	6. *Containerizing and transporting.	Mail Handler
Blank	7. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
Blank	8. Distribution of NIXIE mail.	Clerk
Blank	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
075 Outgoing Flat Secondary Non-Preferential	1. *Transporting empty equipment.	Mail Handler
Blank	2. *Obtaining unprocessed flats.	Mail Handler
Blank	3. *Loading ledges.	Mail Handler
Blank	4. Manual distribution of flat mail.	Clerk
Blank	5. *Sweeping.	Mail Handler
Blank	6. *Containerizing and transporting.	Mail Handler
Blank	7. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
Blank	8. Distribution of NIXIE mail.	Clerk
Blank	9. *Pulling and transporting pouches and/or other containers.	Mail Handler

*See asterisk below Operation 030.

Operation	Function	Primary Craft
*080-087 MPLSM Distribution	Machine distribution of all classes of letters. Note: Allied labor required is normally performed by clerks because of the rotation system employed.	Clerk
088-089 Optical Character Reader Distribution	OCR machine distribution of all classes of mail. Note: See 080-087 note.	Clerk
090-098 SPLSM Distribution	Machine distribution of all classes of letters. Note: See 080-087 note.	Clerk
100 Outgoing Parcel Distribution	<ol style="list-style-type: none"> 1. *Transporting empty equipment. 2. *Obtaining mail from staging area. 3. *Dumping sacks or containers. 4. Manual distribution of parcel post, without scheme knowledge. 5. Manual distribution of parcel post requiring scheme knowledge. 6. *Pulling and dispatching sacks or other containers. 7. *Containerizing and transporting mail to dispatch areas. 8. *Hanging sacks and inserting labels. 	<p>Mail Handler</p> <p>Mail Handler</p> <p>Mail Handler</p> <p>Mail Handler</p> <p>Clerk</p> <p>Mail Handler</p> <p>Mail Handler</p> <p>Mail Handler</p>
105 Mechanized Parcel Sorter	<ol style="list-style-type: none"> 1. *Transporting empty equipment. 2. *Obtaining mail from staging area. 3. *Dumping sacks or containers. 	<p>Mail Handler</p> <p>Mail Handler</p> <p>Mail Handler</p>

*See asterisk below Operation 030.

Operation	Function	Primary Craft
Blank	4. Distribution of parcel post through the use of parcel sorting machines.	Clerk
Blank	5. Pulling and dispatching sacks or other containers.	Mail Handler
Blank	6. *Containerizing and transporting mail to dispatch areas.	Mail Handler
Blank	7. *Hanging sacks and inserting labels.	Mail Handler
109 Rewrap	1. Transporting empty equipment.	Mail Handler
Blank	2. Obtaining mail from staging area.	Mail Handler
Blank	3. Assembling contents of damaged parcels.	Mail Handler
Blank	4. Operating strapping machines, heat tunnels other rewrap mechanization. Reload mechanization with strapping, film, etc., and provide routine daily maintenance on mechanization.	Mail Handler
Blank	5. Readdressing parcels.	Mail Handler
Blank	6. Keeping records as required. Note: All of the work performed in this operation can be considered an integral function of Operation 100 or 200 and may be assigned to the craft doing that distribution.	Mail Handler

*See asterisk below Operation 030.

Operation	Function	Primary Craft
110-129 Outgoing IPP Distribution, Opening and Traying Pouch Sack & Loose Pouch	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining mail from staging area.	Mail Handler
	3. *Dumping sacks, pouches, or containers. Cull/separate mail by type/characteristics and make basic local/out-of-town splits to trays, hampers, gurneys, conveyors, nutting trucks, or other containers.	Mail Handler
	4. *Hanging sacks or pouches.	Mail Handler
	5. *Inserting labels.	Clerk
	6. *Cutting bundles and facing letters and flats.	Mail Handler
	7. Distribution of outgoing IPP's newspapers, rolls, letter or flat bundles, slugs, Special Delivery or Special Handling parcel post.	Clerk
	8. *Pulling sacks, pouches, or containers for dispatch.	Mail Handler
	9. *Containerizing and transporting.	Mail Handler
	10. *Operating "strapping" equipment.	Mail Handler
134 Sectional Center Distribution	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining unprocessed mail.	Mail Handler
	3. *Loading unprocessed mail.	Mail Handler
	4. Manual distribution of mail.	Clerk
	5. *Sweeping.	Mail Handler

*See asterisk below Operation 030.

Operation	Function	Primary Craft
Blank	6. *Containerization and transporting.	Mail Handler
Blank	7. Distribution of NIXIE mail.	Clerk
Blank	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
Blank	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
150 Incoming Letter Primary	1. *Transporting empty equipment	Mail Handler
Blank	2. *Obtaining mail from staging area.	Mail Handler
Blank	3. *Loading ledges.	Mail Handler
Blank	4. Manual distribution of letter mail.	Clerk
Blank	5. *Sweeping.	Mail Handler
Blank	6. *Containerizing and transporting.	Mail Handler
Blank	7. Distribution of NIXIE mail.	Clerk
Blank	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
Blank	9. *Pulling and transporting, as appropriate, mail not meeting postal regulations.	Mail Handler
160 Incoming Letter Secondary	1. *Transporting empty equipment	Mail Handler
Blank	2. *Obtaining mail from staging area.	Mail Handler
Blank	3. *Loading ledges.	Mail Handler

*See asterisk below Operation 030.

Operation	Function	Primary Craft
Blank	4. Manual distribution of letter mail.	Clerk
Blank	5. *Sweeping.	Mail Handler
Blank	6. *Containerizing and transporting.	Mail Handler
Blank	7. Distribution of NIXIE mail.	Clerk
Blank	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
Blank	9. *Pulling and transporting, as appropriate, mail not meeting postal regulations.	Mail Handler
168/169 Box Section Primary and Secondary	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining mail from staging areas.	Mail Handler
Blank	3. *Loading ledges.	Mail Handler
Blank	4. *Hanging and labeling sacks or pouches.	Mail Handler
Blank	5. Manual distribution of mail.	Clerk
Blank	6. Window Service incidental to box section activities.	Clerk
Blank	7. *Pulling and dispatching sacks or pouches.	Mail Handler
Blank	8. Distribution of NIXIE mail.	Clerk
Blank	9. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
Blank	10. *Sweeping.	Mail Handler
170 Incoming Flat Primary	1. *Transporting empty equipment.	Mail Handler

*See asterisk below Operation 030.

Operation	Function	Primary Craft
Blank	2. *Obtaining flats from staging area.	Mail Handler
Blank	3. *Loading ledges.	Mail Handler
Blank	4. Manual distribution of flat mail.	Clerk
Blank	5. *Sweeping.	Mail Handler
Blank	6. *Containerizing and transporting.	Mail Handler
Blank	7. Distribution of NIXIE mail	Clerk
Blank	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
Blank	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
175 Incoming Flat Secondary	1. *Transporting empty equipment.	Mail Handler
Blank	2. *Obtaining flats from staging area.	Mail Handler
Blank	3. *Loading ledges.	Mail Handler
Blank	4. Distribution of flat mail.	Clerk
Blank	5. *Sweeping.	Mail Handler
Blank	6. *Containerizing and transporting mail to dispatch areas.	Mail Handler
Blank	7. Distribution of NIXIE mail.	Clerk
Blank	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
Blank	9. *Pulling and transporting pouches and/or other containers.	Mail Handler

*See asterisk below Operation 030.

Operation	Function	Primary Craft
180-189 Incoming IPP Distribution, Opening and Traying	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining mail from staging area.	Mail Handler
	3. *Dumping sacks, pouches, or containers. Cull/separate mail by type/characteristics and make basic local/out-of-town splits to trays, hampers, gurneys, conveyors, nutting trucks, or other containers.	Mail Handler
	4. *Hanging and labeling sacks or pouches.	Mail Handler
	5. Distribution of incoming IPP's, newspaper rolls, letter or flat bundles, Special Delivery or Special Handling parcel post to sacks, pouches, or containers.	Clerk
	6. *Cutting bundles and facing letters and flats.	Mail Handler
	7. *Containerizing and transporting.	Mail Handler
	8. *Pulling and transporting pouches and/or other containers.	Mail Handler
200 Incoming Parcel Distribution	1. *Transporting empty equipment	Mail Handler
	2. *Obtaining mail from staging area.	Mail Handler
	3. *Dumping sacks or containers.	Mail Handler
	4. *Hanging and labeling sacks.	Mail Handler
	5. Manual distribution of parcel post.	Clerk

*See asterisk below Operation 030.

Operation	Function	Primary Craft
Blank	6. *Containerizing and transporting.	Mail Handler
Blank	7. *Pulling and dispatching pouches and/or other containers.	Mail Handler
210-239 Platform Operations	1. Transporting empty equipment.	Mail Handler
	2. Loading and unloading vehicles.	Mail Handler
Blank	3. Separating mixed collection mails.	Mail Handler
Blank	4. Non-scheme separation of sacks, pouches or outside parcels for further processing.	Mail Handler
Blank	5. Manual sorting of sacks, pouches, and outside parcels for destination dispatch requiring scheme knowledge.	Clerk
Blank	6. Manual separation of sacks, pouches and outside parcels requiring no scheme knowledge.	Mail Handler
Blank	7. Mechanized sorting of sacks, pouches and outside parcels requiring scheme knowledge.	Clerk
Blank	8. Mechanized sorting of sacks, pouches, and outside parcels requiring no scheme knowledge.	Mail Handler
Blank	9. Operating tow motors, fork lifts and jacks.	Mail Handler
Blank	10. Directing traffic.	Mail Handler
Blank	11. Transporting mail to and from platform areas.	Mail Handler

*See asterisk below Operation 030.

Operation	Function	Primary Craft
Blank	12. Making dock connection transfer.	Clerk
240-339 Distribution at Stations & Branches	Distribution of mail-The designation of a primary craft can be applied to a detached unit which performs or supports a mail processing operation.	Clerk
549 Sack Examination	1. Examining and segregating empty bags.	Mail Handler
Blank	2. Bundling, sacking, tying and labeling empty mail bags.	Mail Handler

*See asterisk below Operation 030.

BULK MAIL CENTERS - PRIMARY CRAFT DESIGNATIONS

In Bulk Mail Centers, where the tasks of transporting empty equipment and mail, as well as other ancillary activities, are an integral part of the distribution function and cannot be separated, the entire operation is a function of the primary craft performing the distribution.

Operation	Function	Primary Craft
Inbound Docks	1. Unload vehicles.	Mail Handler
Blank	2. Stage and transport pallets.	Mail Handler
Blank	3. Dumping hampers.	Mail Handler
Blank	4. Culling.	Mail Handler
Blank	5. Minor on-site parcel repairs.	Mail Handler
Blank	6. Vehicle record keeping.	Clerk
Blank	7. Weigh and acceptance.	Clerk
Outbound Docks	1. Load vehicles.	Mail Handler
Blank	2. Culling.	Mail Handler
Blank	3. Roller table separations.	Mail Handler

Operation	Function	Primary Craft
Blank	4. Tend missent/malfunction chutes.	Mail Handler
Blank	5. Stage and transport containers.	Mail Handler
Blank	6. Vehicle record keeping.	Clerk
Primary Parcel Sorting	1. Facing and keying.	Clerk
	2. Culling at parcel induction stations.	Clerk
Blank	3. Minor on-site repairs/bag damage.	Clerk
Blank	4. Sort foreign mail.	Clerk
Blank	5. Distribution at roller tables to sacks/containers.	Clerk
Blank	6. Distribution at missent/malfunction chutes.	Clerk
Blank	7. Container loader tending.	Mail Handler
Blank	8. Obtaining and moving empty equipment.	Mail Handler
Secondary Parcel Sorting	1. Facing and keying.	Clerk
	2. Culling for minor onsite repairs.	Clerk
Blank	3. Distribution of parcels to sacks/containers.	Clerk
Blank	4. Container loader tending.	Mail Handler
Blank	5. Obtaining and moving empty equipment.	Mail Handler
Rewrap IPPs and Non-ZIP Coding	1. Sack sorting keying.	Mail Handler
	2. Culling and on-site parcel repairs.	Mail Handler
Blank	3. Tend missent/malfunction chutes.	Mail Handler
Blank	4. Rewrap.	Mail Handler
Blank	5. ZIP Coding unzipped mail.	Clerk
Blank	6. Dumping hampers, sacks, etc.	Mail Handler
Blank	7. Culling of irregular parcels.	Mail Handler

Operation	Function	Primary Craft
Blank	8. Sorting of irregular parcel.	Clerk
Blank	9. Empty equipment handling.	Mail Handler
Blank	10. Transport sacks/containers.	Mail Handler
Blank	11. Sack sorter run out tending.	Mail Handler
Sack Shakeout, Container Dumping	1. Sack shakeout.	Mail Handler
	2. Container dumping.	Mail Handler
	3. Culling for nonmachinable mail and damaged parcels.	Mail Handler
Blank	4. Empty sack processing.	Mail Handler
Loose in Mail	1. Sort, match and recordkeeping.	Clerk
	2. Collect and transport.	Mail Handler
	3. Culling and trash screening.	Mail Handler
NMO	1. NMO sorting.	Mail Handler
	2. Transporting containers and empty equipment.	Mail Handler
Outgoing IPP Opening and Distribution	1. Dumping containers, racks, pallets.	Mail Handler
	Culling and bundle repair.	Mail Handler
	2. Distribute second-and third-class to sacks and containers.	Clerk
	3. Empty equipment handling.	Mail Handler
Blank	4. Transport sacks, containers, pallets.	Mail Handler

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