American Postal Workers Union, AFL-CIO

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COLLECTIVE BARGAINING REPORT

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SPECIAL ISSUE

Memorandums of Understanding



A Collection of Memorandums Between the APWU and the USPS

INTRODUCTION

This is a special issue of the CBR that is dedicated to identifying Memorandums of Understanding (MOUs) and Letters of Intent (LOIs) between the American Postal Workers Union and the United States Postal Service that are currently in force and effect.

In order to effectively represent APWU bargaining unit members and enforce our collective bargaining agreement, stewards and officers may rely on Memorandums of Understanding that have been negotiated between the APWU and the Postal Service. Similar to contractual provisions, the Memorandums of Understanding between the parties at the national level represent important authority regarding labor-management issues and may be cited during local negotiations or in the grievance/arbitration procedure.

A number of the Memorandums of Understanding between the parties that are currently in effect have been incorporated into the 2006-2010 National Agreement, but there are many that have not been printed in the National Agreement. Pursuant to the Memorandum of Understanding re: Memoranda of Understanding and Letters of Intent, the parties agree that except for those National-level MOUs and LOIs that have a specific expiration date, or are otherwise by their terms limited to actions occurring during a specific National Agreement, all other National MOUs/LOIs shall continue in effect unless modified or eliminated either by agreement or as a result of arbitration.

This Collective Bargaining Report contains nearly 100 Memorandums of Understanding and Letters of Intent that are currently in effect but are not incorporated into the 2006-2010 National Agreement. For ease of reference, following this CBR's table of contents is a list of those Memorandums of Understanding that appear in the 2006-2010 National Agreement, along with the page numbers from the National Agreement on which they appear.

This CBR, along with the Memorandums of Understanding that appear in the 2006-2010 National Agreement, is an attempt to represent ALL Memorandums of Understanding and Letters of Intent that are currently in effect. However, there may be omissions. The fact that a Memorandum of Understanding or Letter of Intent does not appear in this CBR does not necessarily mean that it is not currently in effect. Any memos that you believe are still in effect but that do not appear in this CBR should be brought to the attention of the Industrial Relations Department in order that we may print them in a future supplement to this CBR.

Greg Bell, Director
Industrial Relations

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MEMORANDUM OF UNDERSTANDING

ARTICLE I, SECTION 6A

It is agreed between the U. S. Postal Service and the American Postal Workers Union that where additional work hours would have been assigned to employees but for a violation of Article I, Section 6A of the 1975-1978 and the 1978-1981 National Agreements and where such work hours are not de minimus, the employee(s) whom management would have assigned the work shall be paid for the time involved at the applicable rate.

This settlement is applicable to all grievances timely filed under either the 1975-1978 or 1978-1981 National Agreements.

Mr. Emmet Andrews
General President
American Postal Workers Union

for
James C. Gildea
Assistant Postmaster General
Labor Relations Department

Dated March 13, 1979

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATES POSTAL SERVICE

AND THE

AMERICAN POSTAL WORKERS UNION, AFL-CIO

RE: Article 12

The following provisions are mutually agreed to by the parties so that the primary principle of reassignment, "the dislocation and inconvenience to employees in the regular workforce shall be kept to a minimum, consistent with the needs of the service."

The union, at the regional level, will be given notice when technological and mechanization changes impact the bargaining unit, no less than 90 days, but as much as 6 months whenever possible. This notice shall be in the form of the Manpower Impact Report (copy attached).

Any involuntary reassignments outside the installation will require a local labor management meeting. It is in the interest of both parties to meet as soon as practicable and to develop an ongoing flow of communications to insure that the principle(s) of Article 12 (reassignment) are met.

The first local labor management meeting must be held no later than 90 days prior to the involuntary reassignment of employees.

Anthony J. Vegliante
U.S. Postal Service

William Burrus
American Postal Workers Union, AFL-CIO

9-20-89
(Date)

9-20-89
(Date)

Attachment

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE AND
THE JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO
National Association of Letter Carriers, AFL-CIO)

The parties agree that no later than ninety (90) days from the effective date of the 1987 National Agreement, Management will issue the following clarifying instructions regarding Operation 110-129 and 180-189 of Regional Instruction 399. The Postal Service will not make any changes in R.I. 399 during the life of this Agreement without the agreement of the Unions.

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

The current language in Regional Instruction 399 for Operations 110-129 and 180-189 contains instructions to assign clerks to "Distribution of outgoing IPP's, newspapers, rolls, letter or flat bundles, slugs, Special Delivery or Special Handling parcel post."

Additional instructions are contained in the document 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" in Operations 110-129 and 180-189.

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 distribution, as defined in Section 521.2 of the M-32 Handbook, includes a sortation of mail to ADC's, states, sectional centers, cities, foreign countries, official mail, associate offices, stations, branches, carrier routes, holdouts (e.g., firms, addresses, institutions, boxes), box sections, ZIP Codes, uncoded mail, nixie, APO, FPO, or similar separations.

All distribution of mail in Operations 110-129 and 180-189 is the work of the Clerk Craft.

The Unions signatory to this Memorandum of Understanding are not bound by any other agreement or Letter of Intent between the Employer and any other Union.

Date: July 21, 1987

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE, THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO
AND THE
NATIONAL POSTAL MAIL HANDLERS UNION,
A DIVISION OF LABORERS'
INTERNATIONAL UNION OF NORTH AMERICA,
AFL-CIO

REGIONAL INSTRUCTION 399--DISPUTE RESOLUTION PROCEDURES

General Principles

The parties to this Agreement agree to a new procedure for resolving jurisdictional disputes under Regional Instruction 399 (hereafter "RI-399). The new procedures will be implemented sixty (60) calendar days after the effective date of this Agreement.

Effective with the signing of this Agreement, no new disputes will be initiated at the local level by either union challenging jurisdictional work assignments in any operations as they currently exist. Except as otherwise specifically provided in the New or Consolidated Facilities, New Work, or Operational Change sections contained in this memorandum, all local craft jurisdictional assignments which are not already the subject of a pending locally initiated grievance will be deemed as a proper assignment for that facility.

In order to provide for expeditious and efficient resolution of jurisdictional disputes only one representative case shall be processed for each operation/function in dispute. Multiple disputes arising out of the same or substantially similar issues or facts shall not be allowed.

Dispute Resolution Committees shall be established at the local, regional and national levels. The Committee shall be composed on one (1) representative from each of the three parties. The representative on the Committee may be assisted by a technician at any or all meetings if advance notice is given to the other two parties. At larger installations the local parties may mutually agree to establish more than one (1) Committee; however, there shall not be more than one (1) Committee per facility. Committee decisions shall be by mutual agreement of all 3 parties.

Meetings of the Committee must be scheduled with sufficient frequency so that a decision can be rendered within the time limits contained in this Agreement. The time limits contained in this Agreement may be extended by mutual agreement of the parties. If a committee fails to render a decision within the time frames in this Agreement the moving union may appeal the dispute to the next step in the procedure.

Each party at the local level will be responsible for maintaining an inventory of jurisdictional assignments not in dispute. As jurisdictional disputes are resolved under this procedure, the results shall be added to the inventory.

The national parties shall mutually determine and implement a new numbering system to be utilized in this procedure.

All parties to this Agreement may participate in the arbitration proceedings at either level and all parties shall be bound by the arbitrator's award whether or not they participate in the arbitration proceedings. The arbitrator's award shall be final and binding.

Any settlement entered into at any level must be a tripartite settlement.

Local Level

The Local Dispute Resolution Committee (LDRC) will have thirty (30) calendar days after receipt of a properly filed dispute to attempt to resolve the dispute.

1. A dispute may be initiated by either Union. It must be submitted in writing to the other two parties. It must, at minimum, contain:

   A. the operation number/description;

   B. the function number/description;

   C. what craft is presently assigned the work;

   D. a diagram of the operation with a written narrative describing the disputed function;

   E. the contentions of the party filing the dispute;

   F. the condition which permits the filing of the dispute; i.e., new or consolidated facility, new work, or operational changes.

2. If a dispute is resolved, a tripartite settlement agreement will be signed by the parties and the jurisdictional work assignment shall be added to the local inventory of agreed upon craft assignments. The settlement agreement will include the grievance number, the identification of the operation and functions involved and the determination of the appropriate craft. A diagram jointly prepared with a narrative describing the disputed operation/function will be attached to the settlement, if possible.

3. If the dispute is unresolved at the end of the thirty (30) day period, a tripartite decision will be written by the Committee setting forth the position of each party. The moving Union may appeal the dispute to the Regional Committee within twenty-one (21) calendar days of the date the decision is reduced to writing and signed by the three parties. A copy of the appeal and the complete case file must be sent to each of the Regional parties by the appealing Union.

Regional Level

The Regional Dispute Resolution Committee (RDRC) shall have sixty (60) calendar days after receipt of a properly appealed dispute to attempt to resolve the dispute.

1. If a dispute is resolved a tripartite settlement agreement will be signed by the parties. The Agreement shall contain the same information specified in the section of this Agreement for local settlement of disputes. The Agreement will be sent to the local committee for implementation and the work assignment shall be added to the local inventory of agreed upon craft assignments.

2. If the dispute is unresolved at the end of the sixty (60) calendar day period, a tripartite decision will be written by the Committee setting forth the position of each party. The moving Union may appeal the dispute to regional arbitration within twenty-one (21) calendar days of the date of receipt of the written decision of the Committee. Copies of the appeal will be provided to the other parties.

3. If any member of the Regional Committee identifies an appealed dispute as involving an interpretive issue which is of general application, that member shall inform the other members of the specific issue(s), in writing, prior to the issuance of a decision by the Committee on that dispute. The written decision by the Committee shall have this written notification attached to the decision. If such an issue is so identified and remains unresolved on the date of the Regional Committee decision, the moving union may only appeal such dispute to the National Committee. Failure of a party to identify such an issue prior to the date of the decision by the Regional Committee precludes appeal to the National Committee of that specific dispute.

4. The RDRC may, but mutual agreement, remand a case back to the LDRC with specific instructions.

National Level

The National Dispute Resolution Committee (NDRC) shall have sixty (60) calendar days after receipt of a properly filed or appealed dispute to attempt to resolve the dispute.

1. Either union party may initiate a dispute at the National level when such dispute involves an interpretive issue which under the National Agreement is of general application. Such disputes shall be provided to the National Committee, in writing, and must specify in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the contentions of the Union.

2. If a dispute is resolved, a tripartite settlement agreement will be signed by the parties.

3. If the dispute is unresolved at the end of the sixty (60) calendar day period, a tripartite decision will be written by the Committee setting forth the position of each party. The moving Union may appeal the dispute to National Arbitration within twenty-one (21) calendar days of the date of receipt of the written decision of the Committee. Copies of the appeal will be provided to the other parties.

4. In the event the National Committee, after review, decides that a dispute appealed from the regional level does not involve an interpretive issue which is of general application, the dispute shall be remanded to the regional level and placed on the list of pending arbitration cases.

Regional Arbitration

A panel of two (2) arbitrators will be jointly selected by the parties for each of the five (5) regions. Additional arbitrators may be added to a regional panel up to a maximum of five (5) by mutual agreement of the parties. Selection of the arbitrators will be by a method and for a time period to be agreed upon by the parties. Such panel of arbitrators shall hear only jurisdictional cases. Their fees and expenses will be allocated on a basis of one-half (1/2) to management and one-half (1/2) shared equally by the participating unions. If any party decides not to participate in the arbitration proceedings, the remaining parties will equally divide the arbitrator's fees and expenses. The current practices of the parties related to allocation of cost for canceled dates will be continued.

Scheduling of regional arbitration cases will be jointly preformed by the parties from a list of dates submitted by the arbitrators. All scheduling correspondence with the arbitrators will be jointly signed by

the parties. The method of scheduling will be jointly agreed to by the parties. The factors to be considered in establishing such a method shall be:

1. a first-in/first-out basis;

2. cost effectiveness of the system;

3. volume of cases in a particular geographic area;

4. availability of advocates for each party; and

5. a proportionate allocation of dates for each geographic area.

Cases will be scheduled and heard within ninety (90) calendar days after receipt of the appeal. Jurisdiction arbitrators will provide their decisions to the parties within thirty (30) calendar days of the close of the record.

National Arbitration

One arbitrator will be jointly selected by the parties at the national level on the basis of mutual agreement. Once selected, the arbitrator will hear only jurisdictional disputes. The arbitrator's fees and expenses will be allocated on the basis of one-half (1/2) to management and one-half (1/2) shared equally by the participating unions. However, if a party decides not to participate in the arbitration proceedings, the remaining parties will equally divide the arbitrator's fees and expenses. Scheduling of cases will be jointly performed by the parties from a list of dates submitted by the national arbitrator. Time frames will be the same as those designated for regional arbitration. The method of scheduling will normally be on a first-in/first-out basis.

Pursuant to Article 15 of the National Agreement, only disputes involving interpretive issues under the National Agreement which are of general application will be arbitrated at the national level.

Additionally, the national-level arbitrator may be invited to participate in an advisory capacity at National Committee meetings on items related to problems of consistency of regional-level awards or other problems mutually determined by the committee. The arbitrator may be empowered by mutual agreement of the parties to issue instructions to the regional-level arbitrators which were consistent with any mutual understanding on these issues reached as a result of committee discussions. Payment for such services will be made as for an actual arbitration hearing.

New Or Consolidated Facilities

The following procedures shall apply to the opening of new or consolidated facilities.

Forty-five (45) calendar days prior to the opening of a new or consolidated facility, the members of the RDRC will be notified of the date on which activation will take place. Within ninety (90) calendar days of that activation, the LDRC designated for the facility will conduct an inventory of jurisdictional assignments at the facility and will attempt to resolve any disputes which arise from these discussions. If necessary, representatives of the RDRC will assist the local parties with on-site reviews.

Jurisdictional assignments shall not be changed solely on the basis of moving operation(s) into a new facility. If jurisdictional assignments existed in a previous facility, they shall be carried forward into the new facility except where operational changes as described below result in the reassignment from one craft to another.

In a new or consolidated facility, the jurisdictional assignment in the previous facilities must be considered by the LDRC in the determination mentioned above, in the event the consolidated operation(s) had a mixed practice in the previous installations.

The decision of the LDRC will be processed in accordance with the decision and appeals procedures previously outlined, including appeals to the higher levels of the process.

New Work

This section refers to implementation of RI-399 involving work which had not previously existed in the installation.

The procedures for activation of a new or consolidated facility shall apply to the assignment of new work to an installation. The standards contained in Section II.E of RI-399 shall apply in making the craft determinations.

Operational Change

Management will not engage in operational changes for the purpose of affecting the jurisdictional assignments in a facility. It is the intent of the parties to continue craft jurisdictional assignments which are not already the subject of a grievance as indicated on page 1, paragraph 2, of this Agreement.

To the extent that operational changes are made that may result in the reassignment of functions from one craft to another management must present and discuss such changes with the LDRC thirty (30) days prior to the effective date of the operational change. Within 14 days from the effective date, the adversely impacted union may appeal the operational change to arbitration. A tripartite arbitration shall be heard within sixty (60) days of the effective date of the operational change in order to resolve any jurisdictional disputes. The issue to be decided in cases involving operational changes will be whether the proposed change is consistent with RI-399 and/or the intent of this Agreement.

Date: April 16, 1992

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

Re: SELECTION PROCEDURES FOR APPOINTMENT OF A NATIONAL ARBITRATOR FOR RI-399 JURISDICTIONAL DISPUTES

The parties hereby agree to the following procedures to be used on a one-time basis to select a National level arbitrator for the RI-399 jurisdictional dispute national arbitration panel:

1. A pool of 11 arbitrators shall be created. The parties shall jointly submit to the Federal Mediation and Conciliation Service (FMCS) a request for names of 11 arbitrators, with each arbitrator to meet the criteria set forth in the attached letter. Any cost for this service shall be split three (3) ways between the parties.

2. There shall be three (3) rounds of alternate strikes of arbitrators by the parties. Each party shall have one strike per round with the exception of the last round during which the Postal Service shall have two (2) strikes.

3. The order of strikes within each round shall be determined by the luck of the draw.

4. The last remaining arbitrator shall be appointed to the national RI-399 jurisdictional arbitration panel for a term of two (2) years.

5. This process will be completed within six (6) weeks of the receipt of the names of the arbitrators from FMCS.

John W. Dockins
Labor Relations Specialist
RI-399 Coordinator
U.S. Postal Service

Robert Tunstall
Director, Clerk Craft
American Postal Workers
Union, AFL-CIO

William J. Flynn, Jr.
Manager, Contract Administration
National Postal Mail Handlers Union
AFL-CIO

6-3-96
Date

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

Re: Application of National Jurisdictional Arbitration Awards

The parties at the national level agree that the following actions shall be taken upon receipt of national awards issued under the procedures contained in the Memorandum of Understanding, Re: Dispute Resolution Procedures, dated April 1992:

1. Regional Dispute Resolution Committees shall convene within 60 days of the date of the national award to discuss all cases held pending the outcome of the national case. Local Dispute Resolution Committees shall convene within 60 days of the date of the national award to discuss all cases held at that level pending the outcome of the national case. In addition, Local Dispute Resolution Committees shall convene within 60 days of any referral or remand from the regional level to discuss any cases referred or remanded to the local level.

2. If the parties agree that the case is fully resolved by the national award and no reassignment of work to a different craft is necessary, the case shall be withdrawn by the grieving union.

3. If the parties agree that the case is fully resolved by the national award and reassignment of work to a different craft is necessary, the Postal Service shall make such reassignments as expeditiously as possible. Any remaining issue of additional remedy will be processed under Article 15 of the appropriate collective bargaining agreement and therefore may be settled by agreement between the Postal Service and the grieving union.

4. If the Postal Service believes that a case is fully resolved by the national award but one or both of the union parties disagree, the Postal Service may unilaterally reassign the work to the appropriate craft, consistent with the principles described in Regional Instruction 399 and the 1992 Dispute Resolution Procedures Memorandum of Understanding. The union challenging this management decision will then have the right to file a new dispute under the RI-399 dispute resolution procedures, and any such dispute will be given priority in arbitration scheduling. Any remaining issue of additional remedy will be processed under Article 15 of the appropriate collective bargaining agreement and therefore may be settled by agreement between the Postal Service and the grieving union.

5. If the parties agree that the case is not fully resolved by the national award, and that there are factual disputes or other disputes regarding the proper application of RI-399 to the fact circumstances, those cases should be resolved by the appropriate Dispute Resolution Committee, if possible, or arbitrated if necessary.

6. No reassignment of work within a facility will be made based on a national award unless there is a properly initiated dispute pending on that issue in that facility.

AUG 0 3 2000

Moe Biller
President
American Postal Workers Union, AFL-CIO

William H. Quinn
President
National Postal Mail Handlers Union, AFL-CIO

Anthony J. Vegliante
Vice President, Labor Relations
U.S. Postal Service

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the National Postal Mail Handlers Union ("NPMHU"), the American Postal Workers Union ("APWU"), and the United States Postal Service ("Postal Service"):

1. The APWU accepts the Postal Service's position on OCR Mail Preparation (Case H7C-3Q-C 16764). The Postal Service's position, as articulated on February 20, 1990, is as follows:

> The basic function of cutting bundles, traying mail and otherwise preparing mail for the OCR operations is primary craft work of the mail handler craft and should be so assigned when such work meets the criteria of Regional Instruction 399.
>
> However, such duties may properly be performed by mail processors assigned to the machine as part of the staffing currently outlined in Handbook PO-411. For example, such duties may properly be performed by the mail processors responsible for loading the ledge, if they are able to cut the bundles during that process. When an employee solely prepares mail and is not part of the regular rotation, the mail preparation function will be performed by mail handlers.

All open grievances and disputes involving this issue will be promptly resolved or otherwise processed in accordance with this paragraph and the principles of RI-399. All grievances held at the National level involving this issue will be promptly remanded to the Regional Dispute Resolution Committee ("RDRC") for prompt resolution.

2. The APWU accepts the Postal Service's position on MOD Scale System (Case H7C-NA-C 45). The Postal Service's position, as articulated on August 10, 1989, is as follows:

> The transmitting of pertinent information into the MOD system (whether through an intercom or a Scale Work Station) is an integral part of weighing mail in accordance with Handbook F-53A 411.1, .11 which states in part; "In facilities where mail is weighed at each scale console and the employee transmits the information, . . . ". Since neither the PSDS Data Technician or Mail handlers have a proprietary right to weighing the mail, our position is that neither has a proprietary right to the inputing of

> data into the MOD Scale System. Any employee who weighs the mail has the duty to input (transmit) the information to the Scale Work Station.

All open grievances and disputes involving this issue will be promptly resolved or otherwise processed in accordance with this paragraph and the principles of RI-399. All grievances held at the National level involving this issue will be promptly remanded to the RDRC for prompt resolution.

3. After the signing of this MOU, the next dispute to be arbitrated at the National level shall be the one selected by the APWU from among the remaining disputes identified in Question and Answer # 1 in the October 21, 1992 document entitled "Q and A – RI-399 Dispute Resolution Procedures" ("Q&A #1"). These remaining disputes are: Containerization of trays/tubs (Case H7C-1G-C 15210); Containerization of ACDCS mail (Case H4C-3F-C 15342); SPBS (H7C-NA-C 69); and Presort.

4. At the conclusion of the dispute arbitrated pursuant to Paragraph 3, the NPMHU shall select the next dispute for arbitration at the National level from any dispute then pending before the NDRC.

5. At the conclusion of the dispute arbitrated pursuant to Paragraph 4, the next dispute for arbitration at the National level shall be the one selected by the APWU from among the remaining disputes identified in Q&A #1.

6. At the conclusion of the dispute arbitrated pursuant to Paragraph 5, the NPMHU shall select the next dispute for arbitration at the National level from any dispute then pending before the NDRC.

7. The parties shall proceed in the manner described in Paragraphs 3 through 6 until all disputes identified in Q&A #1 are resolved.

8. If there are no NPMHU-initiated disputes pending at the time the NPMHU is entitled to select a dispute under Paragraphs 4, 6, or 7, then the NPMHU's turn to select a dispute

to be arbitrated shall be passed over and the APWU will select the next case for arbitration at the National level.

9. Notwithstanding the identification of Presort as one of the remaining National-level disputes in Q&A #1, nothing in this MOU shall affect the issue of whether Presort is a pending National-level dispute If this issue remains unresolved when the time to arbitrate Presort arrives, the issue shall be resolved in National level arbitration. By entering into this agreement, the parties take no position on whether there is in fact a national dispute on Presort.

10. Nothing in this MOU shall affect the issue of the order of scheduling disputes to be arbitrated at the National level once the disputes listed in Q&A #1 are resolved.

11. This MOU shall not be amended except by a writing signed by all of the parties hereto.

AMERICAN POSTAL WORKERS UNION

By James P. McCarthy Dated 6/4/07
James P. McCarthy
Director, Clerk Division

NATIONAL POSTAL MAIL HANDLERS UNION

By William J. Flynn, Jr. Dated 6/4/07
William J. Flynn, Jr.
National Dispute Resolution Committee

UNITED STATES POSTAL SERVICE

By Patrick M. Devine Dated 6/4/07
Patrick Devine
National Dispute Resolution Committee

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

Relief and pool assignments, sometimes called "flexible relief work cycle" assignments are utilized to cover absences of employees holding regular bid assignments and other situations where the assignment is uncovered. Such relief and pool assignments also enable management to accommodate employee requests for unscheduled leave. It is recognized that the concept of a relief or pool assignment necessarily entails a degree of uncertainty in scheduling employees filling such assignments.

In order to minimize this uncertainty, the parties have agreed to the following principles to be applied to the establishment and operation of relief and pool assignments.

1. The Postal Service may establish new or additional relief and pool assignments in any installations. The Postal Service shall consult with the Union before management makes a final decision with respect to the establishment of such assignments in any installations where they do not presently exist.

2. Relief and pool assignment postings will specify the nature of the assignment by enumerating the type and location of assignments to be relieved; e.g.

   "the pool employee will cover absences of window employees assigned to classified stations and branches, as well as main office windows."

The degree of specificity included may vary with the size of the installation in that in some offices with a large relief pool a particular relief assignment could be limited to a relatively small area of coverage, whereas in other offices the nature of the assignment may have to be broader.

3. Relief and pool assignments will have fixed days off, which may be on a rotating basis.

4. Relief and pool assignments will have fixed hours. However, hours of duty may vary from day to day; for example:

Monday	6:00 a.m.	—	2:30 p.m.
Tuesday	9:00 a.m.	—	6:00 p.m.
Wednesday	12:00 noon	—	8:30 p.m.
Thursday	8:30 a.m.	—	5:30 p.m.
Saturday	6:00 a.m.	—	3:00 p.m.

5. An employee holding a relief or pool assignment, as described above, will be paid at the overtime rate for those hours worked which are outside his normal, regularly scheduled work week, except under the following circumstances:

   (a) When management informs the employee that he is to cover an assignment having a schedule different from the relief or pool employee's regular schedule for a period of one week (five working days) or longer, the relief or pool employee will assume the new schedule and will not receive overtime pay for those hours worked in such new schedule which are outside of his normal regular schedule. However, the relief or pool employee will be entitled to overtime pay for those hours worked outside of his normal, regularly scheduled work week (i) unless and until management informs him in writing that he is to work a new schedule for a week or longer, or (ii) if the relief or pool employee in fact works the new schedule for less than a week after he is so informed by management; or

   (b) When management tells him to perform functions which predictably occur at the end of an accounting period; e.g., those of Timekeeper or Civil Service Examiner.

Dated at Washington, D.C.

this 3rd day of March 1975.



EMPLOYEE AND LABOR RELATIONS GROUP
Washington, DC 20260

January 13, 1975

Mr. Francis S. Filbey
General President
American Postal Workers Union,
AFL-CIO
817 - 14th Street, N. W.
Washington, DC 20005

Re: Arbitration Case No.
AB-N-2476

Dear Mr. Filbey:

This letter sets forth our understanding of the agreement reached on January 8, 1975, settling Arbitration Case No. AB-N-2476. The underlying grievance involves the proper interpretation of Article VIII, Section 5, of the 1973 National Agreement when employees represented by the American Postal Workers Union, AFL-CIO, having their names on the "Overtime Desired" list, are improperly passed over by management in the selection for overtime work assignments. Agreement was reached to settle that grievance on the following basis:

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 has the necessary skills;

Page 2.

(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, an APWU steward may have access to appropriate overtime records.

4. The foregoing principles are without prejudice to either party's position as to the proper interpretation of Article VIII, Section 5. They shall be applied to all timely filed and currently active grievances and to future grievances filed pursuant to the 1973 National Agreement unless they are superseded by a future agreement between the Postal Service and the APWU, or by an arbitrator's award that the parties agree is dispositive of the issue.

If this document and its provisions set forth our agreement, please keep one copy for your files, sign the duplicate original and return it to me to acknowledge the settlement.

Sincerely,

James C. Gildea
Assistant Postmaster General
Labor Relations Department

Francis S. Filbey
General President
American Postal Workers
Union, AFL-CIO

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

The United States Postal Service, the American Postal Workers Union, AFL-CIO, and the National Association of Letter Carriers, AFL-CIO, hereby agree to resolve the following issues which remain in dispute and arise from the application of the overtime and holiday provisions of Articles 8 and 11 of the 1984 and 1987 National Agreements. The parties agree further to remand those grievances which were timely filed and which involve the issues set forth herein for resolution in accordance with the terms of this Memorandum of Understanding.

12 Hours In A Work Day and 60 Hours In A Service Week Restrictions

The parties agree that with the exception of December, full-time employees are prohibited from working more than 12 hours in a single work day or 60 hours within a service week. In those limited instances where this provision is or has been violated and a timely grievance filed, full-time employees will be compensated at an additional premium of 50 percent of the base hourly straight time rate for those hours worked beyond the 12 or 60 hour limitation. The employment of this remedy shall not be construed as an agreement by the parties that the Employer may exceed the 12 and 60 hour limitation with impunity.

As a means of facilitating the foregoing, the parties agree that excluding December, once a full-time employee reaches 20 hours of overtime within a service week, the employee is no longer available for any additional overtime work. Furthermore, the employee's tour of duty shall be terminated once he or she reaches the 60th hour of work, in accordance with Arbitrator Mittenthal's National Level Arbitration Award on this issue, dated September 11, 1987, in case numbers H4N-NA-C 21 (3rd issue) and H4C-NA-C 27.

Holiday Work

The parties agree that the Employer may not refuse to comply with the holiday scheduling "pecking order" provisions of Article 11, Section 6 or the provisions of a Local Memorandum of Understanding in order to avoid payment of penalty overtime.

The parties further agree to remedy past and future violations of the above understanding as follows:

1. Full-time employees and part-time regular employees who file a timely grievance because they were improperly assigned to work their holiday or designated holiday will be compensated at an additional premium of 50 percent of the base hourly straight time rate.

2. For each full-time employee or part-time regular employee improperly assigned to work a holiday or designated holiday, the Employer will compensate the employee who should have worked but was not permitted to do so, pursuant to the provisions of Article 11, Section 6, or pursuant to a Local Memorandum of Understanding, at the rate of pay the employee would have earned had he or she worked on that holiday.

The above settles the holiday remedy question which was remanded to the parties by Arbitrator Mittenthal in his January 19, 1987 decision in H4N-NA-C 21 and H4N-NA-C 24.

William J. Downes
Director, Office of
Contract Administration
Labor Relations Department

DATE 10/19/88

Thomas A. Neill
Industrial Relations Director
American Postal Workers
Union, AFL-CIO

DATE 10/19/88

Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO

DATE 10/19/88



UNITED STATES POSTAL SERVICE
475 L'Enfant Plaza, SW
Washington, DC 20260

April 16, 1985

Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO
817 14th Street, N.W.
Washington, D.C. 20005-3399

Mr. Vincent W. Sombrotto
President
National Association of
Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, D.C. 20001-2197

Gentlemen:

As confirmation of your concurrence that the following represents agreed upon positions on certain of the overtime issues the parties have discussed, please sign and return a copy of this letter.

A. The 12 hours per day and 60 hours in a service week are to be considered upper limits beyond which full-time employees are not to be worked.

B. The parties agree that local offices may discuss multiple overtime desired lists during the current local implementation process with a view toward local resolution of the issue.

C. The parties agree that employees on "sectional" overtime desired lists as identified through Article 30 may not be used in other "sections" to avoid the payment of penalty pay.

D. For the purpose of the application of the overtime provisions, scheme study hours used by an employee pursuant to a voluntary bid are to be counted towards the daily and weekly work hour limitations. For example,

if an overtime desired list employee who would otherwise be available for 12 hours work on a particular day is brought in for 1 hour scheme study before tour, that employee would be considered to be available for 11 additional work hours that particular day. If the employee ultimately qualifies and is placed in the assignment, compensation for that hour would be as if the employee had worked that hour. If this "work hour" is in excess of the restrictions in Article 8, Section 5F, the compensation would be at the penalty rate.

If the employee fails to qualify, he or she is not entitled to any additional compensation or overtime opportunity for any overtime missed due to the employee being engaged in scheme study.

E. Grievances which involve interpretation of the new provisions of Article 8 will be held at the step where they presently reside in the grievance procedure. Newly filed grievances will be processed through Step 2 and held there.

Positions agreed to by the parties should be followed in disposing of existing grievances. Those interpretive issues remaining in dispute will be expeditiously placed before an arbitrator. Grievances involving those issues will ultimately be disposed of consistent with the arbitration award.

Sincerely,

Thomas J. Fritsch
Assistant Postmaster General
Labor Relations Department

Moe Biller
American Postal Workers
Union, AFL-CIO

Vincent W. Sombrotto
National Association of
Letter Carriers, AFL-CIO

Mr. Moe Biller
President
American Postal Workers Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Mr. Vincent R. Sombrotto
President
National Association of Letter Carriers, AFL-CIO
100 Indiana Avenue, N.W.
Washington, DC 20001-2197

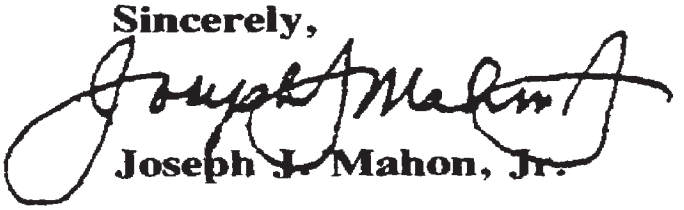
Gentlemen:

During 1990 negotiations, the Unions made the Postal Service aware of possible problems concerning the adequacy of notification being provided to APP eligible individuals. In an effort to resolve any possible problems, the Postal Service will revise the notification information which is currently sent to Annuity Protection Plan (APP) recipients with the first APP payment. The purpose of the revision is to ensure that survivors or beneficiaries know to contact the Postal Service to receive all available APP benefits. The notification information will be revised to include the following statement:

IMPORTANT

This document should be kept with other important personal papers. In the event of your death, your survivors or beneficiaries should contact the Retirement Branch, Minneapolis Postal Data Center, Twin Cities AMF, Minnesota 55111-9620 (Phone: 612-725-1467) to ensure they receive any benefits to which they may be entitled.

Sincerely,



Joseph J. Mahon, Jr.

March 1, 1996

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4107

Dear Bill:

This will serve to respond to your letter to me dated January 30, 1996, and the December 18, 1996, Step 4 grievance over the Annuity Protection Program prompted by my earlier December 11, 1995, letter to you. Prior to Christmas, we discussed this issue over the telephone and discovered that we had a common understanding of this program and that no Step 4 American Postal Workers Union, AFL-CIO (APWU) grievance needed to be pursued. I will try to set forth below our mutual understanding.

The 1994 APWU-USPS National Agreement does not contain a memorandum on Annuity Protection which was executed for each labor contract since 1981. This is the case because we are sunsetting the Annuity Protection Program due to the fact that the COLA paid under the 1991 Agreement was rolled in at the beginning of the 1994 Agreement consistent with our pre-1981 practice and thus, there is no delay in rolling in the COLA as was the case since the 1981 Agreement.

The 1987 Agreement COLA ($2517) was rolled in to basic pay in February 1995 pursuant to Article 9.6.C for those not eligible for earlier roll in. The question remains are these career employees covered by the February 1995 roll in ($2517) protected by Annuity Protection if they experience optional or disability retirement or death prior to February 1998? The answer is in the affirmative. The Annuity Protection Program Memorandum on page 270 of the 1990 Agreement (Handbook EL-901) remains in effect and governs the calculation of either retirement or death benefits through February 1998 for this class of employee. In light of the foregoing, the APWU Step 4 grievance filed by you dated December 18, 1995, on this subject is rendered resolved and considered to be withdrawn by the Postal Service.

As to the second point in your January 30, 1996, letter, the Postal Service contracted with an outside tax attorney/CPA to advice us on whether to issue W-2s or 1099s. We were advised to use W-2s based on a review of Internal Revenue Service (IRS) Tax Code, Sections 3401-3405.

Sincerely,

D. Richard Froelke, Manager
Negotiations Planning and Support

I concur:

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

3-5-96
Date

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

Re: Salary Schedules 1 and 2

The United States Postal Service ("Postal Service") and the American Postal Workers Union, AFL-CIO ("APWU") mutually agree that additional modifications regarding the conversion of certain employees to the new PS and MESC salary schedules created under the October 8, 1999 Memorandum of Understanding (MOU) Re: Promotion Pay Anomaly need to be accomplished.

The Postal Service and the APWU agree as follows:

1. This Memorandum of Understanding is applicable to only certain employees in PS and MESC grades 2 through 7.

2. Through April 7, 2001, Schedule-1 employees will continue to slot to the appropriate step in Schedule-2 in accordance with the Slotting Conversion Table (Attachment G of the October 8, 1999 MOU).

3. Effective April 21, 2001, those employees in PS and MESC grades 2 through 7, steps D through H, will remain in Schedule-1 until reaching step I, at which point they will slot into Schedule-2 at step N for grades 2, 3, and 4 and step M for grades 5, 6, and 7. All remaining employees in Schedule-1 will convert to Schedule-2 under the terms of the October 8, 1999 MOU.

4. APWU-represented employees in grades 2 through 7 who were slotted to the PS or MESC Schedule-2 from steps B and C in Schedule-1 on or before April 21, 2001 may be eligible for cash payments as set forth in the attached Cash Payment Schedule (Attachment A).

5. All rights and obligations of the parties concerning the subject matter of this Memorandum of Understanding shall be controlled by the terms of this Memorandum of Understanding. This Memorandum of Understanding represents an agreement between the Postal Service and the APWU to fully and completely resolve any and all issues regarding the October 8, 1999, MOU Re: Promotion Pay. Such issues include, but are not limited to, pending grievances or any proposals raised in 2000 collective bargaining that address promotion pay anomalies. Neither the Postal Service nor the APWU shall attempt to modify, add, or delete any of the terms of this Memorandum of Understanding during the dispute resolution

process, including interest arbitration proceedings, associated with the 2000 national negotiations. The parties will designate knowledgeable individuals at the national level who will resolve any issues dealing with the implementation of this Memorandum of Understanding.

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

Anthony J. Vegliante
Vice President
Labor Relations
U.S. Postal Service

Dated: December 29, 2000

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

The undersigned parties negotiated a Memorandum of Understanding (MOU) entitled "LWOP in Lieu of SL/AL" that allows an employee to request Leave Without Pay (LWOP) prior to exhausting annual or sick leave. The following serves as a guide for administering these newly negotiated MOU provisions.

The basic intent of this MOU is to establish that an employee need not exhaust annual or sick leave prior to requesting LWOP. One example of the term "need not exhaust" is when an employee requests maternity or paternity leave and was previously required by local management to exhaust their sick or annual leave prior to receiving LWOP. An employee now has the option of requesting LWOP in lieu of sick or annual leave when they reach the point where they may exhaust their leave benefits.

It was not the intent of this MOU to increase leave usage (i.e. approved time off). Moreover, it was not the intent that every or all instances of approved leave be changed to LWOP thus allowing the employee to accumulate a leave balance which would create a "use or lose" situation. Furthermore, 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.

This MOU does not change Local Memoranda of Understanding regarding procedures for prescheduling annual leave for choice or nonchoice vacation periods. It also was not intended to provide employees the opportunity to preschedule LWOP in lieu of annual leave for choice or nonchoice periods. An employee may at a later date request to change the prescheduled annual leave to LWOP, subject to supervisor approval in accordance with normal leave approval procedures. However, this option is available to an employee only if they are at the point of exhausting their annual leave balance.

This MOU does not establish a priority between incidental requests for annual leave or LWOP when several employees are simultaneously requesting such leave. The normal established local practice prevails, i.e., whether leave requests are approved in order of seniority or on a first come first serve

basis or other local procedure. This memorandum of understanding has no effect on any existing leave approval policies or other leave provisions contained in the Employee and Labor Relations Manual or other applicable manuals and handbooks.

William J. Downes
Director
Office of Contract
Administration
Labor Relations Department
U.S. Postal Service

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

11-14-01
Date

Mr. William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Re: Case No. Q90C-4Q-C 95048663
Washington, DC - Headquarters

Recently, you met with Postal Service representatives to discuss the above-captioned grievance, currently pending national level arbitration.

This grievance concerns the effect of the Memorandum of Understanding (MOU) concerning "Paid Leave and LWOP" found on page 312 of the 1998 National Agreement.

The parties hereby reaffirm the attached Memorandum of Understanding dated November 13, 1991, which serves as the parties' further agreement on the use of paid leave and LWOP.

We further agree that:

1. 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.

2. 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 Employee (policies to comply with the Family and Medical Leave Act).

3. 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. As we have previously agreed, 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.

With the above understandings, which shall apply to currently pending timely grievances and those filed in the future, we agreed to settle this grievance. Please sign below as acknowledgment of your agreement to resolve this grievance, removing it from the pending national arbitration listing.

for Pete Bazylewicz
Manager
Grievance and Arbitration

William Burrus
Executive Vice President
American Postal Workers'
Union, AFL-CIO

Date: 4-30-99

Attachment

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE JOINT BARGAINING COMMITTEE (American Postal Workers Union, AFL-CIO, National Association of Letter Carriers, AFL-CIO)

The parties agree that, as soon as practicable after signing of the 1984 National Agreement, the applicable handbooks and manuals will be modified to provide revised regulations for part-time flexible employees (PTFs) in regard to administrative leave in Act of God situations. Upon the effective date of this agreement, the new criteria for determining the amount of administrative leave (Act of God) for PTFs will be:

1. **Administrative leave will only be granted up to 8 hours per day. Combinations of straight time work and administrative leave will not exceed 8 hours in a service day;**
2. **Administrative leave, when granted, will be for the number of hours the PTF was scheduled to work.**
3. **If there is a question as to the scheduled work hours, the PTF is entitled to the number of hours (whichever is greater):**
   a. **the PTF worked on the same service day in the previous service week;**
   b. **the Employer scheduled the PTF to work;**
   c. **the guarantee, as provided in Article 8, Section 8, of the National Agreement.**

Date: Incorporated into December 24, 1984 Award.

* * *

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

Re: Clarification of Regulations for National Day of Observance

The parties agree that the following procedures will apply to affected employees if the Postmaster General or designee determines that the Postal Service will participate in a National Day of Observation (e.g., National Day of Mourning), subsequent to the declaration of a National Day of Observance having been made by Executive Order of the President of the United States.

1. Full-time employees whose basic work week includes the National Day of Observance as a scheduled work day but who are not directed to report for work, will be granted administrative leave for that day.

2. Full-time employees whose basic work week includes the National Day of Observance as a scheduled work day, and who perform service, will be granted a day of administrative leave at a future date, not to exceed eight hours.

3. Full-time employees whose basic work week includes the National Day of Observance as a non-scheduled day and are not directed to report for work, will be granted a day of administrative leave at a future date.

4. If the National Day of Observance is a full-time employee's non-scheduled day and the employee is scheduled to work, the employee will receive overtime pay, plus up to eight hours of future administrative leave for the number of hours worked.

5. The same provisions apply to part-time regular employees as apply to full-time employees. The total hours of administrative leave should only equal the scheduled hours for the National Day of Observance, which may be less than eight hours. However, part-time regular employees whose basic work week includes the National Day of Observance as a non-scheduled work day and who are not directed to report for work on the National Day of Observance will be granted a day of administrative leave at a future date equal to the average number of daily paid hours in their schedule for the service week previous to the service week in which the National Day of Observance occurs, which may be less than eight hours.

6. Part-time flexible employees should be scheduled based on operational needs. Part-time flexible employees who work will be granted a day of administrative leave at a later date. The day of administrative leave will be based on the number of hours actually worked on the National Day of Observance, not to exceed eight hours. Part-time flexible employees who are not directed to work on the National Day of Observance will be granted administrative leave at a future date equal to the average number of daily paid hours during the service week previous to the service week in which the National Day of Observance occurs, not to exceed eight hours.

7. Transitional employees will only receive pay for actual work hours performed on the National Day of Observance. They will not receive administrative leave.

8. If an employee is on leave or Continuation of Pay on the National Day of Observance, the employee will be granted a day of administrative leave at a future date, not to exceed eight hours.

9. An employee on OWCP, AWOL, suspension or pending removal on the National Day of Observance will not be granted administrative leave. If the employee on AWOL, suspension or pending removal is returned to duty and made whole for the period of AWOL, suspension or removal, the employee may be eligible for administrative leave for the National Day of Observance if the period of suspension or removal for which the employee is considered to have been made whole includes the National Day of Observance. Such determination will be made by counting back consecutive days from the last day of the suspension or removal to determine if the employee had been made whole for the National Day of Observance.

10. Where provisions in this Memorandum of Agreement provide for a day of administrative leave to be taken at a future date, such leave must be granted and used within six months of the National Day of Observance or by the end of the Fiscal Year, whichever is later. However, administrative leave will not be granted to employees who are on extended leave for the entire period between the Day of Observance and six months from that date, or between the Day of Observance and the end of the Fiscal Year, whichever is later.

11. Administrative leave taken at a future date must be taken at one time.

12. Administrative leave to be taken at a future date may, at the employee's option, be substituted for previously scheduled but not used annual leave.

13. Administrative leave to be taken at a future date should be applied for by using the same procedures which govern the request and approval of annual leave consistent with Local Memoranda of Understanding.

Anthony J. Vegliante
Vice President
Labor Relations
U. S. Postal Service

Moe Biller
President
American Postal Workers
Union, AFL-CIO

Date: 5/4/00

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

RE: Article 7, Section 3.A.

The parties will meet at the regional level, as much as 6 months whenever possible, to identify the time period, general number of full-time vacancies, geographic area and craft, which will be withheld/reverted and applied to Article 7, Section 3.A (90/10 provisions).

The Union will be notified, at the regional level, of the exact numbers to be withheld, no less than 90 days prior to the involuntary reassignment of employees.

Anthony J. Vegliante
U.S. Postal Service

American Postal Workers Union, AFL-CIO

9-20-89
(Date)

9-20-89
(Date)

Attachment

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATED POSTAL SERVICE

AND THE

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Re: Retreat Rights - Article 12.5.C.4

The parties mutually agree that the following bidding procedures will apply when clerk craft employees of different levels comprise a section and excessed employee have expressed a desire to retreat back to their former section.

1. The initial vacancies occurring within a Section in the same salary level from which excessed employees have active retreat rights, when posted are limited to employees within the section of the same salary level as the excessed employees.

2. The residual vacancy that occurs from one above is then offered to employees who have retreat rights to the section and who, at the time of excessing, were in the same salary level as the residual vacancy when excessed.

3. If vacancies remain after the offering of retreat rights to eligible employees, these vacancies are posted for bid.

4. Vacancies that occur within the section that are not of the same salary level of the excessed employee with retreat rights are posted for bid.

Mr. Anthony J. Vegliante
Manager, Grievance and Arbitration
Labor Relations

Mr. William Burrus
Executive Vice President
American Postal Workers Union

Date 5/27/94

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

The United States Postal Service and the American Postal Workers Union, AFL-CIO (Parties), mutually agree that Arbitrator Carlton Snow's award in Case Number H7N-4Q-C 10845 shall be applied in a prospective fashion effective with the date of the award.

Accordingly, employees who are excessed into APWU represented crafts (Clerk, Maintenance, Motor Vehicle, and Special Delivery Messenger) after December 19, 1991, under the provisions of Article 12.5.C.5, shall begin a new period of seniority.

This Memorandum is without precedent or prejudice to the position of either party concerning the issue of prospective or retroactive application of arbitration awards.

Stephen W. Furgeson
General Manager
Grievance and Arbitration Division

Date April 1, 1992

Moe Biller
President
American Postal Workers Union, AFL-CIO

Date April 16, 1992

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

Re: Postal Priority Mail Processing Centers

In full and complete settlement of all issues and grievances related to the Postal Service's decision to subcontract the processing of Priority Mail in a separate network of facilities, including the American Postal Workers Union's (APWU) National-level grievance in Case No. Q94C-4Q-C 97078759, the APWU and Postal Service agree to the following:

The Postal Service agrees that the work currently performed by subcontractors at the ten Priority Mail Processing Centers (PMPC) will be transitioned to the Postal Service and be staffed by Postal Service employees according to the terms of this Memorandum of Understanding (MOU).

The parties agree to modify the provisions of the National Agreement for application in transitioning the ten subcontracted Priority Mail Processing Center sites to Postal Service operations. The provisions set forth in this agreement apply solely to accomplishing this transition and the subsequent Postal Service operation of those existing PMPC subcontracted operations.

The parties also agree that it is in their best interest to jointly work together to improve Priority Mail service, efficiencies, and cost effectiveness.

Unless specifically referenced in this MOU, all provisions of the National Agreement will apply to Postal Priority Mail Processing Center (PPMPC) sites. The provisions contained in this MOU will continue in effect as prescribed in this MOU.

The Postal Service may, at its discretion, move the operations of the transitioned PPMPCs to other locations, provided the total number of sites governed by this MOU shall not exceed ten Postal PMPC independent sites. If the Postal Service decides to move Postal PMPC operations to a different location or locations to process this Priority Mail or add a delivery operation to a PPMPC, the provisions of this MOU will continue to apply in those installation(s), provided the operations are not moved to any of the following Postal Installations: Processing and Distribution Center, Bulk Mail Center, Air Mail Center or Facility, or any other existing postal facility at which APWU represented employees are currently employed.

Each PPMPC will be an independent installation for all purposes. For purposes of this transition, there will be a transition period from the date the Postal Service terminates the existing contract with Emery until January 1, 2002, at which time the Postal Service will have completed staffing the installations in accordance with the below provisions.

The following provisions concerning wages, hours, and working conditions will apply in the ten Postal PMPCs covered by this MOU:

1. **Staffing** - The future staffing of the PPMPC will consist of two categories of employees, career and casual, with the following conditions:

A. The PPMPC installation APWU complement will be staffed with no less than 75 percent full-time career employees and no more than 25 percent non-career (casuals) in mail processing, except during Accounting Periods (APs) 2, 3, & 4.

B. During the transition period, full-time career employees in the district commuting area who are eligible and qualified will be offered the opportunity to transfer to the PPMPC and vacancies may be withheld pursuant to Article 12 to accommodate excessed employees. Selections to duty assignments will be made by seniority.

C. PPMPC casual employees may be employed up to 359 days per calendar year. The staffing and use of casual employees will not be considered supplemental for purposes of this agreement and shall be governed solely by the provisions of this MOU. The agreed to percentage of 25 percent casuals may be maintained and will not count towards, or be subject to, any of the restrictions of Article 7 of the National Agreement.

2. **Transition Period** – During the transition period, the Postal Service may staff the PPMPC installations, as it deems necessary to continue to reach operational goals and maintain service. At the end of the transition period (January 1, 2002), the Postal Service will be in compliance with the staffing mix as described in Section 1.

3. **Duty Assignments** – Craft complement and duty assignments will be established as determined by the application of the principles of RI-399. Any disputes that arise from this process will be resolved expeditiously through the RI-399 dispute resolution procedures. A dedicated arbitrator will be selected before the end of the transition period to resolve all jurisdictional disputes arising in the PPMPCs. Jurisdictional decisions by the arbitrator will not be cited by either the unions or management for any purpose not directly related to the PPMPCs.

4. **Seniority –** Seniority of employees will be established as total craft seniority applying seniority tiebreakers as provided for in the National Agreement.

5. **Local Labor/Management Performance Committee** – In addition to the Labor/Management meetings required by Article 17 of the National Agreement, the local parties will form a tri-partite labor/management performance improvement committee consisting of representatives from the Postal Service, American Postal Workers Union (APWU) AFL-CIO, and National Postal Mail Handlers Union (NPMHU) AFL-CIO. This tri-partite committee will meet no less than once each accounting period after the PPMPC is established to discuss staffing, productivity, processing, and accuracy.

6. **Overtime –** The parties agree that the penalty overtime provisions contained in Article 8 shall not apply to APWU clerk craft employees in the Postal PMPC sites. However, there will be work hour limits of 12 hours per day and 60 hours in a service week. The selection of employees to perform work on overtime shall be in the following order: 1. Full-Time Career Volunteers, 2. Casuals, 3. Non-Volunteers.

7. **Transportation** – During the transition period, the Postal Service may establish ground transportation as it deems necessary to reach operational goals and maintain service. During the transition period, the Postal Service will meet with the APWU and discuss the appropriate future transportation needs, including the use of postal motor vehicle employees. At the end of the transition period, transportation for the PPMPCs will be established in accordance with the current contractual procedures and awarded to Postal Vehicle Service (PVS), where appropriate.

8. **Maintenance** – The parties agree that current arrangements for building maintenance and custodial functions will continue for the transition period. At the end of the transition period, the Postal Service will follow the appropriate procedures in the National Agreement with regard to staffing the building maintenance and custodial functions. For equipment maintenance, the Postal Service will make the necessary adjustments and staff with Postal maintenance as soon as practicable, but no later than the end of the transition period.

9. The terms and conditions of this Memorandum of Understanding and any other agreements made locally at a PPMPC site are made solely for the specific purpose described above and shall not be raised in any other forum for any purpose except to resolve disputes arising from the application of such agreed upon provisions.

Anthony J. Vegliante
Vice President
Labor Relations
U.S. Postal Service

William Burrus
Vice-President
American Postal Workers
Union, AFL-CIO

Date: 12/30/00

January 26, 2001

APWU REGIONAL COORDINATORS
MANAGERS, HUMAN RESOURCES (AREA)
MANAGERS, LABOR RELATIONS (AREA)

SUBJECT: Postal Priority Mail Processing Center Implementation Process

There are several provisions of the December 30, 2000, Postal Priority Mail Processing Center (PPMPC) Memorandum of Understanding (MOU) that must be implemented by local management and union officials. The parties at the national level encourage the local parties to engage in open and ongoing communication to promote a productive and positive labor/management relationship in the PPMPC sites.

The purpose of this joint letter is to provide guidelines to the local parties regarding those provisions of the December 30, 2000, MOU that requires local implementation.

LOCAL LABOR/MANAGEMENT MEETING

The PPMPC Manager or designated Postal Service representative should schedule an initial local labor/management meeting with the appropriately designated local union officials for the week of January 29, 2001, at which a mutually agreed to date for a tour of the facility will be discussed.

DUTY ASSIGNMENTS

The parties at the national level will work together to establish craft jurisdictional determination for specific operations no later than March 1, 2001. Until these jurisdictional determinations are made at the national level, and/or the Postal Service hires or begins accepting transfers of career employees into the PPMPCs, jurisdictional issues, specific staffing, or duty assignments will not be the subject of local grievances.

LOCAL IMPLEMENTATION/NEGOTIATIONS

In accordance with Article 30, Section E, of the 1998 National Agreement, the local parties will meet to negotiate a local memorandum of understanding when the Postal Service establishes a new installation. The following procedure will apply when negotiating local memoranda of understanding at PPMPCs, the following will be the procedure:

There shall be a 30-consecutive day period of local implementation which shall occur within a period of 60 days commencing April 9, 2001, on the 22 specific items enumerated in Article 30, provided that no local memorandum of understanding may be inconsistent with or vary the terms of the 1998 National Agreement."

The local parties may, by mutual agreement, delay negotiating any one or more of the 22 items until a future date they deem more appropriate (e.g., after more information is known about specific duty assignment staffing, completion of the district transfer solicitation, or the completion of the transition period). The dispute resolution procedures of Article 30 will apply, including extended negotiations mutually agreed to by the parties.

STAFFING

As required in the MOU, during the transition period, "full-time career employees in the district commuting area who are eligible and qualified will be offered the opportunity to transfer to the PPMPC and vacancies may be withheld pursuant to Article 12 to accommodate excessed employees. Selections to duty assignments will be made by seniority." Local discussions on specific staffing or duty assignments shall be deferred until such time as these guidelines are established at the national level.

LOCAL LABOR/MANAGEMENT PERFORMANCE COMMITTEE

As required in the PPMPC MOU, a local tri-partite labor/management committee will be established with management and both the APWU and NPMHU local union officials. This committee is created for the purpose of encouraging ongoing dialogue between local management and the unions regarding the operation of the PPMPC and to discuss any ideas the unions have to improve the performance (staffing, productivity, processing, and accuracy) of the PPMPC.

The establishment of this committee should be a subject of discussion at a future local labor/management meeting. The three parties should mutually agree when this committee should be established and meet each accounting period, sometime after the local implementation period or when career employees are transferred in or hired into the PPMPC.

TRANSPORTATION & MAINTENANCE

In the December 30, 2000, MOU, there are provisions concerning issues related to transitioning maintenance and transportation, where appropriate. The parties will meet at the national level to discuss these provisions and, if necessary, provide guidance to the local parties regarding their responsibilities at an appropriate future time.

Nothing in this joint communication is intended to change any of the provisions of the December 30, 2000, PPMPC MOU, or diminish any of the rights of either party contained therein.

If you have any questions, or need further guidance, please do not hesitate to contact your appropriate Headquarters official.

Anthony J. Vegliante
Vice President
Labor Relations
U.S. Postal Service

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

Date: 1/24/01

LABOR RELATIONS

UNITED STATES POSTAL SERVICE

June 6, 2001

William Burrus
Executive Vice President
American Postal Workers Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Dear Bill:

This is a follow-up to our meeting and discussions regarding the process for employees wishing to transfer into the Postal Priority Mail Processing Centers (PPMPCs) in accordance with the December 30, 2000 PPMPC Memorandum of Understanding (MOU).

Specifically, this relates to provision 1.B., which states:

> "During the transition period, full-time career employees in the district commuting area who are eligible and qualified will be offered the opportunity to transfer to the PPMPC and vacancies may be withheld pursuant to Article 12 to accommodate excessed employees. Selections to duty assignments will be made by seniority."

In order to comply with this provision, duty assignments not withheld per Article 12 will be advertised in all Postal facilities within 50 miles of the PPMPC. All full-time clerks (including unencumbered employees), full-time maintenance, and full-time motor vehicle (as appropriate) craft employees who are eligible and qualified will have the opportunity to express their interest in transferring to the PPMPC.

Any employee who expresses an interest must be in the same craft, eligible, and qualified in accordance with the National Agreement. Eligible for transfer means he/she meets the criteria in the MOU on pages 316 – 319 of the Collective Bargaining Agreement.

For purposes of determining if an employee is qualified, the following will apply:

1. The employee:

   * Is currently holding the position and is not under a bidding restriction at his/her current installation which would prevent the employee from bidding on a similar duty assignment, **or**;

2. The employee:

   * Has taken the appropriate entrance examination for the position or meets the criteria of the MOU on pages 354 - 355 of the Collective Bargaining Agreement, **and**;

   * Is not under a bidding restriction at his/her current installation which would prevent the employee from bidding on a similar duty assignment, **and;**

   * Has the necessary skill requirements, e.g., driving requirements.

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
WWW.USPS.COM

The list of detail assignments in each craft (Clerk and Maintenance/Motor Vehicle, if appropriate) will be advertised/posted in the appropriate installations and each interested employee must submit in writing to the District Human Resources office his/her desire to transfer to the PPMPC no later than 30 days after the duty assignments are advertised. The APWU Regional Coordinator will be provided a copy of the list of interested employees when the advertisement process is complete.

The applications of interested full-time clerk, maintenance, and motor vehicle, if appropriate, employees from all the facilities within 50 miles of the PPMPC will be consolidated and put into one list by craft in installation craft seniority order for each PPMPC. Transfers will be granted when appropriate by craft to eligible and qualified employees in seniority order. Employees will not be eligible for any relocation expenses or other expenses incurred as a result of transferring to the PPMPC.

After management selects the full-time employees who will be accepted into the PPMPC, part-time flexible employees may be considered in accordance with the National Agreement.

Employees, who transfer to the PPMPC before January 1, 2003, will retain their current installation craft seniority. In the event of ties, the seniority tiebreakers in the National Agreement will be applied. Employees, who transfer on or after January 1, 2003, will have their seniority determined in accordance with the applicable provisions of the Collective Bargaining Agreement.

Employees will be considered on detail for 180 days from the date of the first career employee transferred into the PPMPC. After the 180 days, all established duty assignments will be posted for bid in each craft in the PPMPC for all eligible employees. Employees who are subsequently excessed from the PPMPC will assume the seniority date reflecting service in the PPMPC.

Nothing in this joint communication is intended to change any of the provisions of the December 30, 2000, PPMPC MOU or diminish either parties rights contained therein.

Peter A. Sgro
Manager
Contract Administration
U.S. Postal Service

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

LABOR RELATIONS

UNITED STATES POSTAL SERVICE

August 21, 2001

William Burrus
Executive Vice President
American Postal Workers Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Dear Bill:

This memorializes our discussion and understanding to amend the June 6, 2001 joint communication regarding the transfer process of APWU employees into Postal Priority Mail Processing Centers (PPMPC).

Specifically, we agree that employees who are accepted and transfer to a PPMPC and are subsequently excessed from the PPMPC will retain the installation craft seniority they had when they transferred plus the time spent in the PPMPC, provided their service was uninterrupted in the same craft.

Nothing in this joint communication is intended to change any of the provisions of the December 30, 2000, PPMPC MOU or diminish either parties rights contained therein. Please sign below to acknowledge concurrence with this change to the transfer process.

Peter A. Sgro
Manager
Contract Administration
U.S. Postal Service

Concurrence: William Burrus
William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

Date: 9/17/01

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

Re: Postal Priority Mail Processing Centers

When it is intended to discontinue or convert a PMPC to a mixed-use facility, the Postal Service will notify the American Postal Workers' Union (APWU) at the national and regional level in advance (as much as 6 months whenever possible). If a PMPC is closed entirely, any career employees who were transferred in accordance with the December 30, 2000 Memorandum of Understanding (MOU) within one year of the closing date will be reassigned to their former installation and tour if available. If their former installation is excessing, employees will be reassigned in accordance with Article 12.

If management decides to convert a PMPC facility to a processing and distribution or mixed-use facility by adding functions outside the scope of the December 30, 2000 MOU, that MOU will no longer be in effect in that installation and all provisions of the National Agreement will apply.

When a PMPC is converted to a mixed-use facility and is not fully staffed with career employees pursuant to Article 12 of the National Agreement, initial staffing opportunities will be offered to employees, on a one-time basis, in the District in which the PMPC is located. Requests (transfers) submitted in response to this opportunity will not be unreasonably denied. In the event that a PMPC processing operation is subsequently reestablished as a separate operation, all provisions of the National Agreement will apply.

The Postal Service will be in compliance with the terms of the National Agreement no later than 30 days after the first non-PMPC operation is moved into the PMPC. The local agreement negotiated in accordance with the December 30, 2000 MOU will continue to apply in the installation. If jointly agreed to by the local parties, the agreement may be modified to address those additional operations moved into the facility.

Peter A. Sgro
Manager
Contract Administration
U.S. Postal Service

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

11/7/01
Date

Article 12 Questions and Answers APWU/USPS

The Article 12 Questions and Answers, dated May 18, 2005, are provided as a resource for the local administration of the National Agreement. Jointly prepared by the APWU and the Postal Service, these Questions and Answers provide a mutually agreed explanation on how to apply Article 12 of the contract to excessing issues.

If a dispute arises, the local parties should use the Article 12 Q & A's in conjunction with the APWU/USPS Joint Contract Interpretation Manual (JCIM) to determine if the issue is addressed and resolve the dispute in accordance with the JCIM and the Q & A's.

The Article 12 Q & A's will be updated with additional material as necessary. We encourage you to use the Article 12 Questions and Answers in conjunction with the JCIM to foster more professional working relationships.

Anthony J. Vegliante
Chief Human Resources Officer
and Executive Vice President
U.S. Postal Service

William Burrus
President
American Postal Workers
Union, AFL-CIO

May 18, 2005

U.S. Postal Service – American Postal Workers Union, AFL-CIO
Questions and Answers
Concerning Article 12 Excessing
May 18, 2005

Q1. How are employees identified for excessing?
A1. Clerk craft employees holding senior qualified duty assignments are identified for excessing based on their craft, pay level, and seniority. Employees holding best qualified duty assignments are identified for excessing based on their seniority in their best qualified position title.
Maintenance craft employees are identified for excessing based on their installation seniority and occupation group. Motor Vehicle craft employees are identified for excessing by their craft seniority and position designation. Please check the appropriate collective bargaining agreement for information on excessing of other crafts represented by the APWU.

Q2. May only full-time regular employees be excessed?
A2. No. Part-time regular and part time flexible employees may also be excessed in their separate categories.

Q3. What happens to employees who do not occupy a duty assignment in a section (e.g. unencumbered/unassigned, light/limited duty same/other crafts who were placed in the section), when excessing from a section?
A3. They will be removed from that section prior to excessing of employees who occupy duty assignments in the section.

Q4. Is an employee's light or limited duty status considered in excessing situations?
A4. No. An employee in a light/limited duty status will be excessed in the same way that employees in a full duty status are excessed, based on the pay level of the duty assignment that they hold and their seniority. They will receive reasonable accommodation if necessary in their new duty assignment/installation.

Q5. An employee is receiving saved grade after being excessed into a lower pay level duty assignment. Which pay level does the employee occupy for future excessing?
A5. The level of the employee's present duty assignment as indicated on the employee's PS Form 50.

Q6. Is the Postal Service required to minimize impact on regular work force employees prior to excessing?
A6. Yes. In order to minimize the impact on employees, to the extent possible, all casuals working in the affected craft and installation will be separated prior to making involuntary reassignments. Also, to the extent possible, part-time flexible employee work hours will be reduced. There is an obligation to separate casual workers if doing so would yield sufficient hours to establish a regular full time duty assignment: that is eight hours within nine or ten hours, the same five days during a service week.

Q7. Does attrition in the impacted work location reduce the impact?
A7. The Postal Service will count attrition in the impacted work location, if it occurs in the identified wage level after the notice of excessing is provided to the union.

Q8. Will the Postal Service provide advance notice to the impacted employees prior to excessing?
A8. Yes. When excessing employees from the section and/or craft within the installation, the Postal Service will provide reasonable notice at the local level. When excessing outside of the installation, the Postal Service will provide the impacted employees with a minimum of 60 days notice, if possible.

Q9. What notice will the Postal Service provide to the Union?
A9. The Union will receive six (6) months advance notice when possible. For automation based excessing the union will receive a minimum of ninety (90) days advance notice.

Q10. How are placement opportunities for impacted employees identified?
A10. The Postal Service will provide the APWU Regional Coordinator with a notice of intent to withhold residual vacancies in which to place impacted employees. A residual vacancy is a duty assignment that goes unbid, and remains after assignment of unencumbered employees and activation of retreat rights. In the Clerk Craft, when a duty assignment is identified as residual, the local manager will give the local union president a written notice that the duty assignment is being withheld pursuant to Article 12.

Q11. How many duty assignments will be withheld?
A11. A sufficient number of residual duty assignments will be withheld to place impacted employees. Maintenance and Motor Vehicle craft residual vacancies in wage level PS-3 and below may be withheld if necessary. Maintenance and Motor Vehicle craft residual duty assignments PS-4 and above will only be withheld if an identified impacted employee meets the minimum qualifications for that withheld duty assignment.

Q12. How will the Postal Service determine which impacted employee is placed in a withheld residual duty assignment?
A12. Impacted employees will use their seniority to select a withheld duty assignment for which they meet the minimum qualification(s). Minimum qualifications are usually the requisite entrance examination, a driving license (including a Commercial Driving License-CDL where necessary), an experience requirement, or a demonstration of a skill (e.g. typing). Please check the qualification standards to determine the minimum qualifications for a particular position.

Q13. If employees are being excessed from more than one installation within a close geographic area at the same time, which employees will select first from the listing of withheld duty assignments?
A13. Area management and the APWU Regional Coordinator will meet and determine the appropriate method to be used for selection from the list.

Q14. Can an impacted employee be placed in a withheld duty assignment in a higher pay level?
A14. An impacted employee may be placed in a withheld duty assignment in the same or lower pay levels. An APWU represented employee impacted by a REC closing or by CFS changes may be placed in a higher pay level withheld duty assignment in APWU represented crafts.

Q15. What is the pay level for placement of an impacted employee receiving saved grade (clerk craft only)?
A15. The pay level for placement is the pay level the employee is presently being paid. That is the saved grade pay level. For example, a Mail Processing clerk PS-5 receiving saved grade PS-6, may be placed in withheld duty assignments from PS-6 and its equivalent or lower (clerk craft only).

Q16. Can an employee volunteer to replace an impacted employee?
A16. Senior non-impacted employees in the same wage level, craft, status (FTR-PTR-PTF) and installation may elect to take the place of a junior impacted employee and be excessed. In the clerk craft these volunteers will retain their seniority and status however they will not receive retreat rights and will be unable to exercise their seniority for for bidding purposes for 180 days in the gaining office. In the maintenance craft the volunteer will take the seniority of the impacted employee that they replace. In the motor vehicle craft the volunteers will take their own seniority in the same wage level and position description.

Q17. Can an impacted full time regular employee decide to remain in the installation by voluntarily converting to PTF status?
A17. Yes. Each impacted FTR may decide to remain in the installation as a PTF and will retain their craft seniority. If they do this there is no increase in the overall PTF work hours available for the PTF pool, in fact there will be a reduction due to Article 12 prerequisites. Additionally, a FTR who voluntarily converts to PTF status will not have retreat rights. This opportunity does not apply to the maintenance craft at this time where PTF positions do not exist as of April 6, 2005.

Q18. Do PTF hours worked in withheld duty assignments count toward maximization?
A18. No. However, PTF's must be working in withheld positions for their hours to be excluded from the terms of the maximization MOU.

Q19. May the Postal Service withhold PTF vacancies?
A19. Yes. Article 12 allows the Postal Service to withhold PTF vacancies when excessing PTF's or when closing an independent installation.

Q20. When an employee is excessed into a different craft within the same installation does that employee receive retreat rights?
A20. No. That employee must return to their former craft upon the first available residual vacancy. If the first available residual vacancy is in a lower wage level, the returning employee will receive saved grade.

Q21. If an employee is excessed into a different craft in a new installation do they have to return to their former craft upon the first available vacancy?
A21. No. Employees excessed into a different craft outside of the installation have retreat rights and may return, but are not required to return, to their former craft and former installation.

Q22. What does the term installation mean?
A22. An installation is the composite of the work areas and/or facilities in which employees may use seniority to bid. An installation may be made up of a post office, P&DC, BMC, stations and branches, etc..

Q23. What will be the seniority of an impacted employee excessed into a different craft?
A23. The contract of the gaining craft/union will determine the employee's seniority.

Q24. May a senior non-impacted employee volunteer for placement in withheld duty assignments outside of their craft?
A24. Involuntary cross craft reassignments within the installation are not available for senior non-impacted volunteers. Senior non-impacted employees may volunteer for placement in withheld duty assignments outside their craft and outside of the installation within the same wage level and status (FTR,PTR,PTF).

Q25. What happens to vacant duty assignments once the Postal Service has withheld a sufficient number of residual vacancies to place impacted employees?
A25. The Postal Service will not withhold more residual duty assignments than are necessary to place all impacted employees. The Postal Service may substitute residual duty assignments to the withheld pool that are closer to the impacted office, or residual duty assignments within the same craft. The Postal Service will release residual withheld duty assignments not needed. These withheld duty assignments will be released for PTR bidding, PTF preference, or transfers where applicable.

Q26. How will non-impacted employees become aware of the opportunity to replace an impacted employee?
A26. The Postal Service will post a notice on official bulletin boards. The notification will include a listing of the withheld duty assignments.

Q27. How far can an impacted employee be excessed?
A27. The Postal Service will attempt to place impacted employees as close to their present work location as possible, but the impacted employee will be placed as far as necessary to find a residual withheld vacancy.

Q28. Who is eligible for relocation benefits?
A28. An impacted employee, or a volunteer in place of an impacted employee, may be eligible for relocation benefits as indicated in Publication 164 if "your new position meets the 50-mile rule as defined by IRS regulations". Employees should check with their personnel office to determine eligibility.

Q29. If excessing from a section occurs while a clerk is serving a bidding restriction, is the bidding restriction waived for purposes of the in-section bidding pursuant to Article 12.5.C.4.c?

A29. The employee would not be subject to the bidding restriction as such in-section bidding is controlled by Article 12, not Article 37.

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

Re: Employee Reassignment/Work Issues Arising from Hurricane Katrina

It is the parties' intent to minimize the dislocation and inconvenience to employees while maintaining the efficiency of Postal Service operations in the aftermath of the emergency situation created by Hurricane Katrina. For the purposes of this Memorandum of Understanding (MOU), "impacted employee" is defined as a regular work force employee in a craft represented by the APWU whose official duty station on September 2, 2005, was in an office that curtailed all operations due to Hurricane Katrina. Accordingly, the parties agree as follows:

1. Interim period

   a. All impacted employees volunteering to work shall be accommodated. Temporary assignments will be offered to impacted employees within their same craft and as close to their permanent work schedule as possible.

   b. Impacted employees may be employed as needed at any location in order to provide employment and maintain the efficiency of the operations of the Postal Service. In order to provide such employment for impacted employees during this time of emergency, per diem, travel time or out of schedule shall not apply to temporary assignment of impacted employees. Impacted employees will be assigned within a reasonable distance from their temporary residence taking into consideration availability of public transportation.

   c. A liberal leave policy will be in effect for impacted employees.

   d. The interim period shall end with a permanent placement, transfer, reassignment or return to the duty assignment of the impacted employee.

   e. It is recognized that circumstances may arise where an impacted employee and family decide to locate to another area because of housing needs, e.g., employees presently housed in public shelters who relocate to be with family members in another location. If such circumstances arise the impacted employee may request to change their office of temporary employment during the interim period by providing advance notice to the installation head of the losing facility. Such requests will be approved within seven calendar days unless it is operationally infeasible.

2. Voluntary transfer period

   a. Impacted employees will be given opportunities to voluntarily indicate if they wish to transfer to another installation.

   b. If practicable such requests will be approved. Full time employees shall be considered for transfer as a full-time employee into a residual duty assignment. At the gaining facility, 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 and/or Transitional Employees (TEs).

   c. Such employees will have craft seniority as if involuntarily reassigned and will be provided retreat rights to their original installation. Such retreat rights may be revoked by the employee. For purposes of excessing from the craft or installation in the gaining office, from the date of reassignment through January 1, 2010, employees reassigned

pursuant to this MOU will be placed at the bottom of the seniority list. Thereafter, transferred employees will assume regular seniority placement for excessing purposes.

d. Employees reassigned under these provisions must meet the minimum qualifications of the position to which assigned and receive the craft designation of the assignment.

e. Voluntary transfer requests under this MOU may commence immediately and must be received no later than midnight October 28, 2005.

f. Reassignments resulting from voluntary transfer requests shall be completed no later than November 18, 2005.

g. Impacted employees who are voluntarily transferred under the provisions of Section 2 of this MOU shall receive a $500 lump sum.

3. Involuntary reassignment period

a. At the end of the voluntary transfer period, November 19, 2005, all impacted employees who have not returned to their former duty assignment or have not volunteered for reassignment will be involuntarily reassigned pursuant to Article 12 of the National Agreement.

b. For the purposes of this MOU, impacted employees will be reassigned pursuant to the procedures outlined in Article 12.5.C.1, Discontinuance of an Independent Installation.

c. Involuntarily reassigned employees shall receive applicable relocation expenses such as moving, mileage, per diem and reimbursement for movement of household goods in accordance with Article 12.5.B.5 and applicable regulations.

d. The Article 12.5.C.1 involuntary reassignment procedures shall be completed as expeditiously as possible and will be completed no later than January 20, 2006.

4. General

a. In the event of permanent placement, transfer or reassignment of an impacted employee the local union must be informed of the circumstances of the relocating employee including the date of reassignment, principle assignment area and hours of duty.

b. Disputes arising from the application of this MOU will be handled directly and expeditiously through the national administrative dispute resolution procedure.

c. Impacted employees will not be permanently transferred or reassigned to sections, crafts or installations that have implemented Article 12 excessing and excessed employees have current retreat rights.

This Memorandum of Understanding does not set a precedent for any purpose, and may be cited in this and other forums only to enforce its terms.

Doug A. Tulino
Vice President
Labor Relations
U.S. Postal Service

William Burrus
President
American Postal Workers
Union, AFL-CIO

Date: 9/27/05

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

It is agreed that the following procedures will be used in situations in which an employee, as a result of illness or injury or pregnancy, is temporarily unable to work all of the duties of his or her normal assignment. Instead, such an employee is working on:

1) light duty,
2) or limited duty;

Or is receiving:

1) Continuation of Pay (COP)
2) or compensation as a result of being injured on the job
3) sick leave
4) annual leave in lieu of sick leave
5) 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 preferred bid assignment in accordance with the provisions in the various craft articles of the Agreement, or where applicable, in accordance with the provisions of a local Memorandum of Understanding, provided that the employee will be able to fully 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 fully 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, the employee shall become an unassigned regular and the bid will be reposted. 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 fully 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 fully 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 employee shall become an unassigned regular and the bid will be reposted. Under such circumstances, the employee shall not be eligible to re-bid 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 fully perform the duties of the bid-for position, the employee must relinquish the assignment, and would then become an unassigned regular and not be eligible to re-bid the next posting of that assignment.

E) It is still incumbent upon the employee to follow procedures in the appropriate craft articles to request notices to be sent to a specific location when absent. All other provisions relevant to the bidding process will also apply.

F) If the bid is to an assignment that has other duties or requirements more physically restrictive or demanding than the employee's current assignment which, at the time of bidding, the employee cannot perform as a result of temporary physical restrictions, the employee's bid will not be accepted.

G) If the employee is designated the senior bidder for an assignment which requires a deferment period, the employee must be physically capable of entering the deferment period at the time of the bid and completing it within the time limits set forth in the applicable provisions of the National Agreement. Further, if the employee qualifies during the deferment period the employee must be capable of immediately assuming the duties of the assignment in accordance with all the provisions set forth in this Memorandum of Understanding. In accordance with this provision, if the assignment requires the demonstration of a skill(s), the employee must be able to demonstrate the skill(s) on the closing date of the posting.

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.

Sincerely,

George S. McDougald
General Manager
Grievance and Arbitration Division
Labor Relations Department
United States Postal Service

William Burrus
Executive Vice President
American Postal Workers Union, AFL-CIO

9-1-87
DATE

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE

AND THE

NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO

AND THE

AMERICAN POSTAL WORKERS UNION,
AFL-CIO

The parties hereby agree to the following:

1. By accepting a limited duty assignment, an employee does not waive the opportunity to contest the propriety of that assignment through the grievance procedure, whether the assignment is within or out of his/her craft.

2. An employee whose craft designation is changed as a result of accepting a limited duty assignment and who protests the propriety of the assignment through the grievance procedure shall be represented during the processing of the grievance, including in arbitration, if necessary, by the union that represents his/her original craft.

> For example, if a letter carrier craft employee is given a limited duty assignment in the clerk craft, and grieves that assignment, the employee will be represented by the NALC. If a clerk craft employee is given a limited duty assignment in the letter carrier craft, and grieves that assignment, the employee will be represented by the APWU.

Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations

Date: _____

Lawrence Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO

Date: _____

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

Date: 1-29-B

The following constitutes full and complete settlement of all grievances and unfair labor practice charges initiated as a result of the "Policy on Personal Portable Radio or Tape Cassette Headphones" contained in Postal Bulletin #21379, dated November 25, 1982. All pending unfair labor practice charges concerning this matter, including 5-CA-14964-P, 1-CA-20635-P, 4-CA-13428-P, 9-CA-19165-P, 15-CA-8798-P, 19-CA-15344-P, 21-CA-21826-P, and 33-CA-6319-P, will be withdrawn.

The following applies to offices which permitted radio headset use prior to November 25, 1982:

> The use of radio headsets is permissible only for employees who perform duties while seated and/or stationary and only where use of a headset will not interfere with performance of duties or constitute a safety hazard. Employees will not be permitted to wear or use radio headsets under other conditions, including but not limited to: while walking or driving; near moving machinery or equipment; while involved in oral business communications; while in contact with, or in view of, the public; or where the headset interferes with personal protective equipment.

American Postal Workers Union, AFL-CIO

National Association of Letter Carriers, AFL-CIO

U.S. Postal Service

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

Re: Correction of Unsafe Conditions

The American Postal Workers Union, AFL-CIO ("APWU") and the United States Postal Service ("USPS") recognize the importance of providing a safe and healthful workplace for all postal employees. The parties acknowledge the passage of the Postal Employee Safety Enhancement Act ("PESEA") by Congress on September 29, 1998, and in concert with the provisions of PESEA, the parties agree to implement its provisions in the Postal Service by taking the following actions:

1. The parties encourage the resolution of unsafe conditions at the lowest level in the organization. In accordance with our current procedures, an employee or a union representative may identify and discuss an alleged unsafe condition with their immediate supervisor, who will investigate and take corrective action if necessary and within their authority. If unresolved, the issue will be recorded including all relevant facts and referred to the parties' designated representatives identified in Section 2 below.

2. The local parties will designate a facility union and management representative at all plants, bulk mail centers, airmail centers, the district main post office (which will also cover the stations/branches), and vehicle maintenance facilities. These representatives will meet on a regular predetermined basis to review and attempt to resolve the referred safety and health issues.

   A. The management and union representatives should have sufficient authority and knowledge to resolve safety issues in an expeditious manner. As necessary, the parties will utilize available safety, maintenance, and other appropriate resources to develop possible resolutions.

   B. To the extent issues are addressed on one tour in multi-tour facilities, the same issue will not be a topic for discussion on another tour as long as the issue is pending resolution with the parties' representatives.

   C. Those offices that have an established program (e.g., Safety Captain) in which they regularly meet with union representatives to discuss safety concerns are not required to modify their existing program to conform to these procedures.

   D. Safety issues originating in all offices not identified in Section 2 above and unresolved in discussions between the union or employee and management representatives may be processed in accordance with the regular grievance procedure.

3. If possible, management will try to immediately resolve safety issues as they are brought to its attention in the meetings described above. The parties recognize, however, that certain safety issues cannot be resolved immediately. For instance, a safety issue brought to management's attention might have national implications or would require engineering changes which facility management is incapable of resolving at the level to which the initial complaint is brought, or may require the use of outside resources to resolve. There may be

instances when it may not be possible to resolve the issue due to disagreement between the representatives over the nature of the safety issue itself, the necessary alternative resolutions, or the extent of work that needs to be performed to correct the situation. The parties' representatives may mutually agree to refer an unresolved issue to the local Safety and Health Committee.

4. The parties agree that bargaining unit employees will utilize these procedures to notify management of workplace safety issues for resolution. To this end, the union at both the national and local level will notify bargaining unit employees both verbally and through their written communications vehicles to communicate any safety matters to its representatives so they can raise and resolve them, if possible, through this procedure.

5. This Understanding and its procedures are for the purpose of further providing a safe and healthy workplace through timely recognition and resolution of safety issues and is not intended to deprive any bargaining unit employee of his/her right to notify appropriate third parties. It is the intent of this agreement to implement this process to allow employees and the union to bring safety issues to management's attention so they can be expeditiously addressed in a timely manner without invoking an administrative procedure and attendant litigation which would have a delaying effect on any resolution to the safety issue.

6. The parties agree that any issues regarding nationally deployed equipment or issues that have national implication are to be jointly forwarded by the local parties to the Vice President, Labor Relations and Director, Industrial Relations (APWU) for referral to the national Joint Labor-Management Safety Committee.

7. The parties agree to modify the language in bold print on page 80 of the 1998-2000 collective bargaining agreement as follows: **Any grievance filed in accordance with Section 2. (c) above which is not resolved at Step 2 may be appealed to the local Safety and Health Committee for discussion and decision or may be appealed directly to arbitration within 21 days after receipt of the Employer's Step 2 decision. Any such appeal to the Safety and Health Committee must be made within fifteen (15) days after receipt of the Employer's Step 2 decision unless the parties agree to extend the time for appeal. The Committee shall meet and discuss the grievance at the next regularly scheduled Safety and Health Committee meeting. Any grievance not resolved by the committee may be appealed directly to arbitration within 21 days of the committee's review.** If appealed to the regularly scheduled local safety and health committee, the parties' representatives shall be prepared to present the issue to the committee with their assessment and resolution.

8. The parties will implement this process and name representatives to begin meeting within 60 days of the signing of this agreement. This agreement and its procedure are in addition to the contractual obligations of both parties and in no way changes or alters those provisions.

John E. Potter
Senior Vice President
Operations
U.S. Postal Service

6/8/99
Date

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

6/9/99
Date

August 4, 1999

VICE PRESIDENTS, AREA OPERATIONS
MANAGER, CAPITAL METRO OPERATIONS

SUBJECT: Correction of Unsafe Conditions

This is a follow-up to the June 14 memorandum from Jack Potter informing you of the memorandum of understanding (MOU) with the American Postal Workers Union, AFL-CIO (APWU) establishing an internal process to jointly resolve unsafe conditions. This document was jointly developed by the APWU and USPS and reflects common understandings of the interpretation and application of the provisions of the MOU.

1. Item 2 of the agreement states that "the local parties (USPS and APWU) will designate a facility union representative and management representative." Does this mean one representative for both parties per facility or can there be more than one, such as one on each tour?

   The agreement requires that one management and one union representative be designated for the identified facility. There is no requirement to establish teams for each tour.

2. Item 2 also identifies all plants, bulk mail centers, airport mail centers, the district main office (which will also cover the stations/branches) and vehicle maintenance facilities are required to designate union and management representatives. Northern Virginia District, for example, does not have a district main office. The largest post office in the district is Alexandria, which is an associate office. In fact, all of Northern Virginia's post offices are associate offices with their own stations and branches. Does this memo apply to them as well?

   A team is to be established only for the district main post office and its stations and branches. Teams are not required for other associate offices. In associate offices unresolved safety and health issues may be processed in accordance with Article 14 of the National Agreement.

3. In Alexandria, we have a joint Safety and Health Committee with the APWU and NALC. This is a common practice in associate offices. The language in the APWU contract permits discussion of items in the grievance process, but the NALC contract does not. Should we have separate committees now or just wait to see if it is a problem. Item 2C indicates that modifications to existing programs are not required.

   The agreement clearly states in Section 8, that the provisions of existing contractual obligations should in no way be changed or altered. Therefore, there would be no change to the existing membership of the joint Safety and Health Committee.

4. What defines a committee or other safety program in Section 2.C.?

   An organized safety program or committee should:

   - Consist of at least one postal management representative and one APWU representative
   - Meet regularly to discuss safety and health problems
   - Actively resolve safety and health issues

   Such pre-established, active programs are not subject to modification and may continue to operate effectively under this agreement.

5. Does this agreement eliminate use of PS Form 1767, Report of Unsafe Condition or Hazard?

   No.

6. If we have a joint labor/management Safety and Health Committee, do we also have to designate facility representatives and follow the agreement?

   Yes.

7. May the parties initiate a safety issue when preparing the agenda for the Safety and Health meeting?

   Yes.

7/28/94

Anthony J. Vegliante
Vice President, Labor Relations
U.S. Postal Service

William Burrus
Executive Vice President
American Postal Workers Union, AFL-CIO

cc: Area Managers, Human Resources
District Managers
Plant Managers
Managers, Vehicle Maintenance Facilities

VICE PRESIDENTS, AREA OPERATIONS
MANAGER, CAPITAL METRO OPERATIONS
DISTRICT MANAGERS
PLANT MANAGERS

AREA COORDINATORS, APWU
PRESIDENTS, APWU

SUBJECT: Joint Labor-Management Safety and Health Committees (APWU)

The National APWU/USPS Safety and Health Committee recently discussed the importance of ensuring that area and local committees are meeting regularly and actively working to address safety and health issues as required by the national agreement.

The national agreement between the APWU and USPS requires that safety and health committees be established at the area and local levels and meet at least quarterly. Joint committees have considerable potential for resolving unsafe conditions. Management, union, and employees, through their representatives, can all become actively involved in and make positive contributions to the Postal Service's safety and health program. Safety and health committees provide the parties with a valuable tool to demonstrate commitment to employee safety and health and to work cooperatively to improve safety performance.

Both the American Postal Workers Union and the Postal Service again reinforced the importance of providing a safe and healthful workplace for all postal employees when they agreed to the Correction of Unsafe Conditions MOU. Local committees should review and discuss the progress in accident prevention and elimination of unsafe conditions and recommend safety and health program areas which should have increased emphasis.

Both the area and local safety and health committees can also review the national and local history of OSHA citations for the most common violations and work together to correct potential unsafe conditions.

Local committees could also monitor and work to improve the process for handling employee reports of unsafe or unhealthful working conditions (PS Form 1767). A prompt response and resolution of reported safety hazards will significantly reduce the potential for incurring accidents or injuries. For example, egress issues, such as clearly marked aisleways, posting signs not to block aisles, exits, or fire extinguishers, could be corrected by action plans developed and implemented by local committees.

Our collective goal is to make these committees an effective tool. Accordingly, please ensure that the area and local safety and health committees have the commitment and support necessary to resolve issues effectively in accordance with the spirit and intent of our national agreement.

John E. Potter
Senior Vice President
Operations
U.S. Postal Service

2/3/00
Date

Moe Biller
President
American Postal Workers
Union, AFL-CIO

2/4/00
Date

VOLUNTARY PROTECTION PROGRAMS AGREEMENT
BETWEEN
UNITED STATES POSTAL SERVICE,
AMERICAN POSTAL WORKERS UNION, AFL-CIO

I. BACKGROUND

It is the responsibility of United States Postal Service (USPS) management to provide safe working conditions in all present and future installations and to develop a safe working force, and of the American Postal Workers Union (APWU) to cooperate with and assist management to live up to this responsibility. The USPS and the APWU recognize the benefit of establishing the Occupational Safety and Health Administration's (OSHA) Voluntary Protection Programs (VPP) at postal worksites. The parties agree that the decision to enter the VPP process is a joint decision made between the APWU and the USPS at the local level. The parties agree that jointly promoting OSHA VPP at worksites will enhance worker safety and health.

II. GOALS, OBJECTIVES, AND STRATEGIES

The USPS and APWU will cooperate at all levels (National, Area, and Local) to identify and prepare worksites for participation in OSHA VPP. This will require meaningful involvement and participation in the process of both parties. All participating worksites will implement and comply with the Correction of Unsafe Conditions Memorandum dated June 8, 1999.

A. USPS/APWU National Joint Labor-Management Safety Committee will evaluate and make recommendations on all aspects of the VPP process to include program adequacy, field implementation, training, and unsafe conditions.

1. Roles and responsibilities of the parties at the National level.

    - Determining the appropriate VPP process measurements.
    - Providing guidance and support to all worksites considering participation.
    - Developing a national training program for area and site participants. Identifying National level trainers.
    - Developing a semi-annual progress report format for area committees/local worksites.
    - Reviewing and evaluating the progress of worksites participating in the VPP process.
    - Discussing and resolving issues as necessary to enhance the process.
    - Sharing innovative practices and processes (OSHA identified best practices).

B. USPS/APWU Area Joint-Labor Management Safety Committees will monitor and assist Local Joint Labor-Management Safety and Health Committees in evaluating and implementing their VPP process.

1. Roles and responsibility of the parties at the Area/APWU Regional level.

    - Monitoring the local VPP process and assisting local sites with resolving issues.
    - Reviewing and evaluating semiannual VPP progress reports from participating worksites.

- Sharing innovative practices and processes with local worksites (OSHA identified best practices).
- Providing a semi-annual area committee/worksite progress report to the National Joint Labor-Management Safety Committee.
- Notify the National Joint Labor-Management Safety Committee of all worksites planning to participate in VPP.

C. USPS/APWU Local Joint Labor-Management Safety and Health Committees may make recommendations for the development and implementation of the facility VPP process. They will accomplish this through:

- Management Leadership
- APWU Leadership
- Worksite and Job Analysis
- Hazard Prevention
- Training
- Program Evaluation

The Local Joint Labor-Management Safety and Health Committee may establish a VPP worksite team.

1. Specifically, the VPP process is designed to accomplish the following goals at participating USPS worksites:

- Improve safety and health at the worksite so that the USPS and APWU can work together to reduce accidents/injuries.
- Train USPS worksite managers, supervisors, APWU representatives, and the Local Joint Labor-Management Safety and Health Committee to ensure comprehension of the OSHA VPP process.
- Reduce the number and severity of job related injuries and illnesses.
- Eliminate or reduce unsafe working conditions and practices.

2. Roles and responsibilities of the parties at the Local level.

- Implement the VPP process.
- Address local VPP implementation issues.
- Provide semi-annual progress reports to the Area Joint Labor-Management Safety Committee.
- Provide OSHA identified best practices to Area and National Joint Labor-Management Safety committees.
- Notify the Area Joint Labor-Management Safety Committee of their intention to participate in VPP.

III. MEASUREMENT AND EVALUATION SYSTEM

The National Joint Labor-Management Safety Committee will develop and implement appropriate procedures to measure the progress of the VPP process. At a minimum, baseline data will be developed and the following will be evaluated:

1. Number of participating worksites.
2. Status of VPP implementation.

3. Incidence and severity of criteria (in comparison with the baseline).
4. Number of managers, union representatives and employees trained in VPP process.
5. Number of innovative practices and processes shared (OSHA identified best practices).

These factors and other appropriate information (e.g., reduction of safety related grievances and OSHA citations), if requested, will be provided by Area Joint Labor-Management Safety Committees and Local Joint Labor-Management Safety and Health Committees to the National Joint Labor-Management Safety Committee for review and comment.

IV. VERIFICATION

Verification of VPP implementation by the participants will be effected through both off-site and on-site methods. The National Joint Labor-Management Safety committee may decide to conduct onsite visits. Area Joint Labor-Management Safety Committees may request approval from the National Joint Labor-Management Committee to conduct onsite visits. Such visits may be a combination of National and Area Joint Labor-Management Safety Committee representatives.

V. EMPLOYEE RIGHTS

Nothing in this agreement shall be construed to preclude bargaining unit employees from exercising any right provided under the OSH Act, nor does it eliminate their responsibility to comply with any provision of the Act, or any standard or regulation promulgated pursuant to the Act.

This VPP agreement does not supersede or modify the parties' collective bargaining agreement (National Agreement) or supplements thereto.

VI. TERM OF AGREEMENT

This agreement will be in effect for a period of three (3) years from the date of signing. The agreement may be renewed by mutual agreement of the parties at the National Level.

VII. TERMINATION

Either National level party to this agreement may, with 30-day written notice to the other party at the National level, withdraw from this agreement.

Patrick R. Donahoe
Deputy Postmaster General and
Chief Operating Officer

8/30/07
Date

William Burrus
President
American Postal Workers Union, AFL-CIO

8/30/07
Date

SETTLEMENT AGREEMENT

The United States Postal Service, the American Postal Workers Union, AFL-CIO, and the Charging Parties, desire to settle an ongoing dispute between the parties, as reflected in the Tenth Amended Consolidated Complaint of Board Case No. 3-CA-14483-1(P), et al. The parties agree as follows:

1. The parties recognize that the employer, the United States Postal Service, had a right to establish with Postal Service unions EI/QWL teams at the workplace. The American Postal Workers Union has no desire to prevent or prohibit the employer from establishing these processes. At the same time, the United States Postal Service recognizes that the American Postal Workers Union has a right not to participate in the EI/QWL process. Management must respect the APWU's decision not to participate in the process and APWU bargaining unit employees shall not be participants or members of any EI/QWL committee not jointly established by the APWU and the Postal Service. This Settlement Agreement does not prohibit committees which do not directly affect wages, hours, and working conditions.

2. The American Postal Workers Union, through its proper representatives, may request copies of any EI/QWL minutes if there is a reasonable belief that a subject matter has been discussed at an EI/QWL meeting which directly affects the wages,

hours, and working conditions of the bargaining unit members. Minutes are meant to include agendas or other written comments relative to an EI/QWL meeting. Postal Service management, upon a proper request, may inquire as to the specific nature of the union's interest in the committee minutes. Upon receiving the union's response, management should not deny the union access to the committee meeting minutes. Rather, it is the parties' desire that the union will be provided relevant portions of the committee meeting minutes in an expeditious fashion.

3. The parties recognize that there will be instances where there are legitimate disputes between the parties as to the production of the committee minutes or portions thereof. The parties, by entering into this settlement, expect that disputes will be minimized in the future in light of this settlement agreement and the Award in American Postal Workers Union, AFL-CIO and United States Postal Service, Case No. H4T-2A-C-36687 (Arbitrator, Mittenthal November 16, 1991) which delineate the parties' respective obligations when requesting minutes of EI/QWL meetings.

4. Whenever a final adjudication is made by competent authority, or the Postal Service agrees, that (a) the Postal Service made changes in wages, hours, or other terms and conditions of employment of employees represented by the union, (b) the Postal Service had a legal duty to give notice to and bargain with the union prior to making the changes or the Postal Service failed to comply with the provisions of the National

Agreement with the union in making such changes, and (c) the changes were the subject of discussions of the EI/QWL teams before the Postal Service decided to make such changes, the Postal Service will take the following action:

A. The Postal Service will provide the minutes, if they exist, of all committee meetings in the facilities affected by such changes for six months from the date of final adjudication by a competent authority or the date the Postal Service agrees that minutes should be produced.

B. The Postal Service agrees to rescind any such changes directly affecting wages, hours, and working conditions of the APWU bargaining unit and restore the status quo at the option of the union. However, if rescission of a change is unreasonably burdensome to the employer, the employer will make the change only if it can be shown that the union could not have protested the change through the normal grievance-arbitration process under the National Agreement. This exception is not to be lightly invoked.

C. Upon request of the union and where good cause has been shown, Headquarters personnel will inform local management as to their legal or contractual obligations under this agreement.

5. Nothing in the Settlement Agreement is meant to expand or contract the parties bargaining obligations, or render negotiable any matter which is not deemed negotiable during the term of the National Agreement. Moreover, nothing in this

Settlement Agreement allows the Postal Service to make changes in wages, hours, or terms and conditions of employment which are in conflict or inconsistent with the National Agreement.

6. The Charging Parties will, within five days of the signing of this Settlement Agreement, request permission from the National Labor Relations Board to withdraw all pending charges alleging violations of Sections 8(a)(2) and 8(b)(1)(A) of the National Labor Relations Act.

7. By entering into this Settlement Agreement, the Postal Service does not admit that it has violated the National Labor Relations Act, the National Agreement, or any other law.

Sherry A. Cagnoli
Assistant Postmaster General
Labor Relations Department
United States Postal Service

Moe Biller
President
American Postal Workers Union, AFL-CIO

Dated: April 2, 1992

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

The American Postal Workers Union and the United States Postal Service are committed to maintain the effectiveness of the arbitration process by ensuring that representatives of both parties maintain appropriate contact and communications with postal arbitrators. Accordingly, the parties agree that:

1. The parties' (APWU and USPS) representatives shall have no unilateral contact or discussion with an arbitrator concerning any subject which is, may be, or has been, before them.

2. As a general rule, no substantive written information shall be unilaterally sent to an arbitrator. In the context of an arbitration case which is currently designated to be heard by a specific arbitrator, however, it is understood that motions or briefs may be filed unilaterally, provided that copies are simultaneously provided to the opposing party. It is permissible, however, for either party to request subpoenas from an arbitrator unilaterally.

3. Matters such as scheduling or cancelling hearing dates, and establishing hearing locations are decided jointly by the parties. Accordingly, neither party is entitled to modify such hearing arrangements unilaterally.

4. Arbitrators may not participate in any, seminar, training program, or similar program hosted by either party unless the parties mutually agree in advance that the arbitrator's participation is appropriate.

5. All arbitrators are to conduct themselves in accordance with the standards of professional responsibility set forth in the "Code of Professional Responsibility for Arbitrators of Labor-Management Disputes."

The parties further agree that the limitations relative to arbitrator contact listed above are in addition to those expressed in the parties' Conditions of Appointment for Arbitrators.

Anthony J. Vegliante
Manager
Grievance & Arbitration
U.S. Postal Service

Moe Biller
President
American Postal
Workers Union,
AFL-CIO

11/21/95
Date

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

Jurisdictional issues, arising under the Modified Article 15 pilot program, will not be addressed by arbitrators in that forum.

Whenever jurisdictional issues are raised under the Modified Article 15 pilot program, and no resolution is reached by the parties at Step 2, the Union may appeal such issues to the regional level of the regular grievance and arbitration procedure. Such issues will be processed pursuant to those provisions under Article 15 of the National Agreement.

William J. Downes
Director
Office of Contract
Administration
U.S. Postal Service

Date 8/29/89

Francis J. Conners
Executive Vice President
National Association of
Letter Carriers, AFL-CIO

Date 10/3/89

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

Date 9-20-89

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

The parties hereby agree that any arbitration award arising under the Modified Article 15 grievance and arbitration procedure will be referenced in the following manner:

1. It shall not be cited as precedent in any future arbitration proceedings occurring outside of a test office.

2. It may, however, be cited as precedent in any future arbitration proceedings occurring within a test office.

This Memorandum will apply to any office implementing Modified Article 15 and shall continue as long as the program is in existence at the test office.

Stephen W. Furgeson
General Manager
Grievance and Arbitration Division
Labor Relations Department

9/6/88
DATE

William Burrus
Executive Vice President
American Postal Workers Union, AFL-CIO

9/6/88
DATE

Francis J. Conners
Executive Vice President
National Association of Letter Carriers, AFL-CIO

9/7/88
DATE

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

RE: Modified Arbitration Decisions

The parties agree that Arbitration Awards issued under any Modified Grievance procedure are not to be cited in any future arbitrations when and if the parties withdraw from that modified grievance procedure.

Arbitration Awards rendered in any modified grievance procedure are intended to apply only in the specific subject office of the grievance and only while the office is under the modified grievance procedure.

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

Date: 4-4-95

Anthony J. Vegliante
Manager
Contract Administration
APWU/NPMHU

Date:

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

When the Modified Article 15 test program is terminated in a particular test site, the following procedures have been agreed upon:

1) An expiration date will be agreed upon locally;

2) All grievances pending in the Modified Article 15 process shall be decided by the appropriate management official(s) under that process. Any appeals from adverse decisions shall be processed pursuant to the regular contractual procedure. For example:

Modified Article 15	Current Article 15
Step 1 decision to	Step 2
Step 1a decision to	Step 2
Step 2 decision to	Step 3

3) Unless the local parties otherwise agree, those arbitration appeals already scheduled under the Modified Article 15 process will be heard as scheduled. All other grievances pending arbitration shall be forwarded to the region for logging by appeal date on the register of pending cases for regular regional or expedited panels, as appropriate.

4) All Step 1 grievances filed after the date of termination from the Modified Article 15 process shall be in accordance with the regular contractual procedure.

5) Postal and Union officials designated by the parties will meet at the regional level to determine future use of arbitrators certified under the pilot program.

William J. Downes
Director
Office of Contract
Administration
Labor Relations Department

DATE 4/3/96

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

DATE 4/4/96

Memorandum of Understanding

It is agreed by the United States Postal Service; the National Association of Letter Carriers, AFL-CIO; and the American Postal Workers Union, AFL-CIO, 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.

William E. Henry, Jr.
Director, Office of Grievance
and Arbitration
United States Postal Service

Vincent R. Sombrotto
National Association of
Letter Carriers, AFL-CIO

William Burrus
American Postal Workers Union,
AFL-CIO

October 16, 1981

LABOR RELATIONS

UNITED STATES POSTAL SERVICE

Mr. Greg Bell
Director, Industrial Relations
American Postal Workers Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005

SUBJECT: Article 15.5.B.1.a

Dear Greg:

This letter confirms our mutual understanding of the issue discussed with Doug Tulino on March 10, 1999 regarding the intent of the above-referenced section of Article 15. We agree that the objective of the language is to schedule and hear arbitration cases, when volume permits and arbitration dates are available, within 120 days following receipt of an arbitration appeal, unless the parties agree upon a later date.

Peter A. Sgro
Acting Manager
Contract Administration
(APWU/NPMHU)

Date: 3/19/99

Greg Bell
Director, Industrial Relations
American Postal Workers Union,
AFL-CIO

Date: 3/19/99

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

It is hereby agreed by the United States Postal Service and the American Postal Workers Union, AFL-CIO, that the following procedures will apply pursuant to Article 15.2, Step 3 (c), of the 1998 national agreement.

1. When either party's Step 3 representative invokes the provisions of Article 15.2, Step 3 (c), they must provide written notification to the other party that the issue in question is being forwarded to their national representative for determination as to whether or not an interpretive issue exists. This notification will be provided on a jointly developed form to be issued to all Step 3 representatives.

2. Once an issue is forwarded to the national level pursuant to Article 15.2, Step 3(c), the appropriate national representative will have thirty (30) days from receipt of notification to make a determination as to whether or not to initiate a national level dispute.

3. When a national representative determines that an issue is interpretive and initiates a dispute, the party initiating the dispute will provide a copy of the written notice to their Step 3 representative. In the event a dispute is not initiated within 30 days by a national representative, the parties at Step 3 will meet no later than fifteen (15) days from the expiration of the 30-day period. Thereafter, the procedures and time limits applicable to Step 3 grievances will apply.

4. This memorandum reflects the parties' desire to adjudicate grievances as expeditiously as possible and to eliminate the need to file a grievance to remedy the terms of these provisions. Therefore, when either party establishes that a grievance has not been processed in accordance with this memorandum, it is agreed that these provisions will immediately be invoked and the grievance processed accordingly.

Peter A. Sgro
Acting Manager
Contract Administration (APWU/NPMHU)
United States Postal Service

Date: 5/25/99

Greg Bell
Director, Industrial Relations
American Postal Workers Union
AFL-CIO

Date: 5/26/99

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

It is hereby agreed by the United States Postal Service and the American Postal Workers Union, AFL-CIO, that the following procedures will apply pursuant to Article 15.5.B.5 of the 1998 national agreement.

1. The party who initiates this provision will provide written notification to the other party that the issue in question is being forwarded to their national representative for determination as to whether or not an interpretive issue exists. This notification will be provided on a jointly developed form to be issued to all representatives who serve as advocates.

2. Once an issue is forwarded to the national level pursuant to Article 15.5.B.5, the appropriate national representative will have thirty (30) days from receipt of notification to make a determination as to whether or not to initiate a national level dispute.

3. When a national representative determines that an issue is interpretive and initiates a dispute, the initiating party will provide a copy of the written notice to their respective advocate. In the event that a dispute is not initiated by a national representative and the case was scheduled to be heard in arbitration at the time of referral, or was being heard in arbitration, the case will be processed in accordance with the provisions of Article 15.5.B.5 and the MOU on Step 4 procedures (page 331) within 45 days from receipt of the written notification provided in paragraph 1. above. If the case had not yet been scheduled for arbitration, it will be placed back on the appropriate arbitration docket to be scheduled in the order originally appealed, unless the parties agree otherwise.

4. This memorandum reflects the parties' desire to adjudicate cases as expeditiously as possible and to eliminate the need to file a grievance to remedy the terms of these provisions. Therefore, when either party establishes that a case has not been processed in accordance with this memorandum, it is agreed that these provisions will immediately be invoked and the case processed accordingly.

Peter A. Sgro
Acting Manager
Contract Administration (APWU/NPMHU)
United States Postal Service

Date: 5/26/99

Greg Bell
Director, Industrial Relations
American Postal Workers Union
AFL-CIO

Date: 5/26/99

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

Re: Review of Pre-1998 Grievances Referred or Appealed to the National Level

In recognition of the significant modification that the parties made to the grievance/arbitration procedure during the 1998 negotiations, and consistent with the intent of the 1998 changes that national level "Interpretive" disputes be initiated at the national level, rather than at the Step 3 area/regional level, the parties agree to the following:

1. The parties' national representatives shall meet in an attempt to resolve all grievances pending at the national level that were appealed to the national level from Step 3 and/or referred from area/regular arbitration under the pre-1998 Article 15 process, i.e. prior to July 12, 1999.

   In the event either party's national representative determines that a grievance involves an interpretive issue, the respective party may initiate a dispute, and the grievance will be remanded to be held pending the outcome of the national dispute. The parties may mutually agree to remand other grievances that may have been filed on the specific interpretive issue in dispute, to be held pending the outcome of the national dispute.

2. No later than September 30, 2004, those grievances appealed under the pre-1998 Article 15 process that are not settled or withdrawn or remanded pending the outcome of a national dispute shall be remanded to the parties at Step 3 for further processing or to be scheduled for arbitration, as appropriate. Such grievances shall be adjudicated based on their specific fact circumstances at the appropriate level (local or area/regional). If the grievance was scheduled to be heard in arbitration at the time of referral, or was being heard in arbitration, the case will be processed in accordance with the provisions of Article 15.5.B.5 and the MOU on Step 4 Procedures found on page 316 of the 2000 National Agreement. If the case had not yet been scheduled for arbitration, it will be placed back on the appropriate arbitration docket to be scheduled in the order originally appealed. If already scheduled for arbitration the case will be heard before the same arbitrator who was originally scheduled to hear the case. Further, if the hearing had convened, the case will continue at the same stage of arbitration.

3. In addition, the parties at the appropriate local and/or regional level shall meet in an attempt to resolve those grievances that were held in abeyance pending the outcome of a remanded pre-1998 level grievance. Thereafter, the procedures and time limits applicable to the respective steps shall apply. Such grievances shall be adjudicated based on their specific fact circumstances at the appropriate level (local or area/regional), unless the union designates a representative case in accordance with Article 15.2 (Step 3) (e). If a grievance held in abeyance is certified for arbitration, it

will be placed back on the appropriate arbitration docket to be scheduled in the order originally appealed.

4. If either party's Step 3 or area/regional representative believes that a remanded pre-1998 grievance involves an interpretive issue, the issue must be discussed with their respective national representative at the headquarters level and processed pursuant to the new 1998 Article 15 process.

5. In the event that either party's national representative determines an issue is interpretive and initiates a dispute, and the dispute is subsequently appealed to national arbitration, it will be placed back on the national arbitration docket using the date of the appeal of the original grievance. Accordingly, any such dispute should contain a reference to the original grievance number and the original date of appeal to national arbitration.

John W. Dockins, Manager
Contract Administration (APWU)
Labor Relations

Date: 6-3-04

Greg Bell, Director
Industrial Relations
American Postal Workers
Union, AFL-CIO

Date: 6/3/04

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

RE: Arbitration Scheduling & Grievance Review Procedures

The parties agree to continue their efforts and further their commitment to improve the grievance/arbitration process. To that end, the parties have entered into the following agreement which supersedes and replaces the February 21, 2003, Memorandum of Understanding regarding *Grievance Reviews and Arbitration Scheduling Procedures*:

The following principles establish the review procedure for Step 3 appeals, cases pending arbitration, and arbitration appeals received directly from Step 2 (Direct Appeals):

1. Immediately upon signature of this memorandum, USPS and APWU representatives will conduct reviews of all pending Step 3 and arbitration appeals; including direct appeals from Step 2 to arbitration.

2. Direct Appeals will be identified and held by the respective Grievance/Arbitration Processing Center prior to inputting the arbitration appeal in the Grievance and Arbitration Tracking System (GATS). For purposes of timeliness, such grievances will be considered appealed to arbitration on the mailing date or, where alternative appeal methods are used, the date of receipt at the Processing Center.

3. The Grievance/Arbitration Processing Center will provide an electronic list of pending Direct Appeals to the Regional Coordinator and Area Manager, Labor Relations no less than once each week.

4. The parties' representatives will schedule meetings to ensure that Step 3 grievances and Direct Appeals are reviewed within the time limits for meeting and discussing grievances at Step 3.

5. Cases which are resolved or withdrawn will be returned to the local parties for compliance. Cases which are identified as the same or substantially similar to an issue pending at the national level will be remanded to the local parties to be held pending the outcome of the national case.

6. Direct Appeals which are not resolved, withdrawn, or held, shall be identified by the National Business Agent as an appeal to regular or expedited arbitration and logged accordingly at the respective Grievance/Arbitration Processing Center.

7. Cases unresolved during the review process will be scheduled for arbitration pursuant to the principles outlined below.

The following principles apply to arbitration scheduling and hearings:

1. During the review process, removals, continuances, and other issues, as agreed to by the Area Manager, Labor Relations and the Regional Coordinator, will continue to be scheduled.

2. Area/Regional parties will jointly determine arbitration hearing dates/locations prior to soliciting dates from arbitrators.

3. Centralized hearing locations should be used, when appropriate, to ensure that the maximum number of cases are heard each date.

4. Arbitration scheduling letters will be generated and dates assigned no later than 90 days prior to hearing.

5. Upon selection of a hearing location, all pending arbitration appeals (expedited or regular) at that installation/facility must be heard prior to moving to the next hearing location.

6. Area/Regional parties will share the names of assigned advocates no less than 75 days before the hearing.

7. Advocates will meet in person or, if necessary, telephonically to discuss scheduled cases no less than 65 days before the hearing.

8. It is agreed that, when time permits, a minimum of two regular or three expedited cases will be heard by the arbitrator on each hearing date.

9. Advocates will submit a Status Sheet to the Area/Regional parties listing both cases that will be heard and cases resolved through prearbitration or withdrawal no less than 15 days (expedited cases), or no less than 35 days (regular cases), prior to a scheduled hearing date.

10. National level disputes will be jointly identified and disseminated to the Area/Regional parties to ensure that any grievances which involve a same or substantially similar issue are remanded and held at Step 2 pending adjudication of the national level dispute.

11. Advocates, with the exception of APWU National Officers and Area Labor Relations Specialists, will not be permitted to move cases from expedited to regular arbitration without advance approval of the Regional Coordinator or the Area Manager, Labor Relations.

12. Issues related to non-compliance of arbitration awards or grievance settlements shall be referred to the parties at the Area/Regional level only after all attempts have been exhausted at the district level.

13. The Grievance/Arbitration Processing Center will provide lists of pending arbitration and Step 3 grievances, broken down by craft and district, no less than twice a month to the Regional Coordinator and the Area Manager, Labor Relations.

This Memorandum of Understanding does not alter or amend any existing modified grievance/arbitration program, unless mutually agreed to by the parties. This agreement will remain in effect unless discontinued by mutual agreement of the national parties.

Doug A. Tulino
A/Vice President
Labor Relations
U.S. Postal service

William Burrus
President
American Postal Workers
Union, AFL-CIO

Date: 6-13-05

December 6, 2007

Mr. William Burrus
President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

CERTIFIED MAIL NUMBER:
7003 1010 0000 6762 6069

Dear Bill:

The U.S. Postal Service (USPS) proposes to add Time and Attendance Collection System (TACS) to the Administrative Dispute Resolution Procedures (ADRP) as a way for resolving disputes concerning TACS.

As outlined by the Memorandum of Understanding (MOU), Administrative Dispute Resolution Procedures at page 329 of the 2006 Collective Bargaining Agreement.

> *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 in the ADRP, any grievance(s) concerning that identified subject will be removed from the Grievance/Arbitration Procedure and forwarded to the ADRP.*

Please sign and return this form as an indication that you agree to this proposal.

Sincerely,

John W. Dockins
Manager
Contract Administration (APWU)

William Burrus
President
American Postal Workers Union,
AFL-CIO

Enclosure(s)

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
JOINT BARGAINING COMMITTEE
(American Postal Workers Union, AFL-CIO, and
National Association of Letter Carriers, AFL-CIO)

Re: Discipline Tracking System

The U.S. Postal Service will implement a Discipline Tracking System no later than 90 days after the execution of this Agreement or February 1, 1985, whichever occurs later. The Computerized Tracking System will eliminate the use of Form 50 for recording suspension actions. In situations where disciplinary actions have been overturned on appeal, records of the appealed disciplinary action will not be accessible for use in future promotional or disciplinary actions. In situations where disciplinary actions have been modified on appeal, only records of the modified disciplinary actions will be accessible from the Discipline Tracking System for use in future promotional or disciplinary actions.

Date: Incorporated into December 24, 1984 Award.

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

This memorandum addresses the time limits that must be met in order to grieve a proposed removal.

1. For the purpose of grievance procedure appeals, the time limits of Section 2 of Article 15 of the National Agreement shall run from the proposed removal notice, not from a decision letter on the proposed removal.

2. Once a grievance on a notice of proposed removal is filed, it is not necessary to also file a grievance on the decision letter.

3. Receipt of a notice of proposed removal starts the 30 day advance notice period of Section 5 of Article 16 of the National Agreement.

William J. Downes
Director
Office of Contract
Administration
Labor Relations Department

DATE 7/31/91

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

DATE 8-12-91

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

Recognizing the need for clarification of the procedures to be followed in according employees their administrative rights under Title VII, the Veterans' Preference Act, and the National Labor Relations Act, and in order to resolve litigation in the cases of U.S. Postal Service, 281 NLRB No. 32 (1986), U.S. Postal Service, 281 N.L.R.B. No. 138 (1986); and U.S. Postal Service, 281 N.L.R.B. No. 139 (1986), the parties enter into the following memorandum of understanding.

1. The parties agree that when the Postal Service meets with an individual employee to resolve an EEO complaint (formal or informal), or to afford an individual preference eligible employee the right to respond to a proposed adverse action as provided by the Veterans' Preference Act, the Postal Service is under no obligation to invite the Union to be present or to participate at such meetings. A Union official may be present and participate only if that official is the employee's personal representative.

2. The parties recognize and agree that the Postal Service and an individual employee may enter into settlement agreements to resolve EEO complaints and proposed adverse actions against preference eligible employees without the knowledge or consent of the Union. However, the Postal Service shall not adjust or attempt to adjust with the individual employee any related grievances, except, to the extent permitted by Section 9a of the

NLRA and the National Agreement, those related grievances filed by the employee which are still pending at Step 1.

3. The parties agree that, where the Postal Service and an individual employee have entered into a settlement agreement to which the Union is not a signatory, the Postal Service may assert in the grievance procedure, or before an arbitrator, only that the settlement agreement provides the employee with such relief as to render an award of further remedial relief to the employee unnecessary.

4. In light of this agreement, which renders the above-referenced cases moot, the parties agree to petition the National Labor Relations Board to vacate its decisions and orders in the above referenced cases, dismiss the underlying complaints, and withdraw any existing applications for enforcement.

5. This memorandum constitutes full and complete resolution of the above-referenced litigation.

6. This memorandum shall take effect upon the vacation of the above referenced NLRB decisions and orders and the dismissal by the Board of the underlying complaints.

UNITED STATES POSTAL SERVICE

10/19/87
DATE

AMERICAN POSTAL WORKERS UNION, AFL-CIO

10/21/87
DATE

LABOR RELATIONS

UNITED STATES POSTAL SERVICE

Mr. Greg Bell
Director, Industrial Relations
American Postal Workers Union, AFL-CIO
1300 L Street, NW
Washington, DC 20005

SUBJECT: Emergency Procedure – Article 16, Section 7

Dear Greg:

This letter confirms our mutual understanding regarding the above-referenced subject discussed with Doug Tulino on May 25, 1999.

We agree that when an employee is placed on an off-duty status pursuant to Article 16, Section 7, the union may appeal a timely grievance denied at Step 2 directly to arbitration in accordance with Article 15.2, Step 2 (h). This includes disciplinary as well as non-disciplinary actions taken under the provisions of Article 16.7.

Further, we agree that when these issues are appealed to arbitration, we will continue to certify them to be heard in arbitration on the regular arbitration panels.

Peter A. Sgro
Acting Manager
Contract Administration
(APWU/NPMHU)

Date: 5/25/99

Greg Bell
Director, Industrial Relations
American Postal Workers Union,
AFL-CIO

Date: 5/26/99

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100

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

The parties agree that the effective date for implementing the new language in Article 16, Section 4 of the 1998 National Agreement will be July 12, 1999. Suspensions of fourteen (14) days or less issued prior to July 12, 1999 are subject to, and will be administratively handled in accordance with the terms of Article 16 of the 1994 National Agreement. Any suspension issued on or after July 12, 1999 is subject to and will be administratively handled in accordance with the terms of Article 16 of the 1998 National Agreement.

The following applies to a suspension issued on or after July 12, 1999 in circumstances where the employee is to serve the suspension (in whole or in part):

- When a suspension is issued and no timely grievance is filed at Step 1, the employee will be informed that he/she will be suspended after ten (10) calendar days from expiration of the Step 1 time limits.

- When a suspension is issued and the parties agree to a grievance resolution that calls for the employee to serve all or part of the suspension, the employee will be informed that he/she will be suspended after ten (10) calendar days from the date of the settlement, unless the parties otherwise agree.

- When a suspension is issued, grieved without resolution, and the union does not appeal to the next level of the grievance-arbitration procedure, the employee will be informed that he/she will be suspended after ten (10) calendar days from the expiration of the relevant time limit for appeal.

- When a suspension is issued and upheld by an arbitrator (in whole or in part), the employee will be informed that he/she will be suspended after ten (10) calendar days from the date the local parties receive the arbitration award.

The above applies solely to suspensions issued under Article 16, Section 4.

Doug A. Tulino
Manager
Labor Relations Policies and Programs

Date: 6/10/99

Greg Bell
Director, Industrial Relations
American Postal Workers Union,
AFL-CIO

Date: 6/11/99

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

The parties agree to recognize the following as nationally established policy regarding a steward's request to leave the work area while on-the-clock to interview a non-postal witness:

> In accordance with Article 17 of the 1981 National Agreement, a steward's request to leave his/her work area to investigate a grievance, shall not be unreasonably denied. Subsequent to determining that a non-postal witness possesses relevant information and/or knowledge directly related to the instant dispute under investigation, a steward may be allowed a reasonable amount of time on-the-clock, to interview such witness, even if the interview is conducted away from the postal facility. However, each request to interview witnesses off postal premises must be reasonable and viewed on a case by case basis. For example, it is not unreasonable for a supervisor and/or steward to telephone the prospective witness to ascertain availability and willingness to be interviewed and, if willing, to establish a convenient time and locale.

In witness whereof the parties hereto affix their signatures below this 6 day of November 1982.

For the
United States Postal Service:

W. E. Henderson

For the
Union:

William Burrus

INTERPRETIVE AGREEMENT
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO

The issue presented to the parties in this instance involves whether a union member actively employed at a post office can be designated as the Union representative for a Step 2 meeting at another post office under the provisions in Article 17, Section 2.d.

The specific language at issue provides:

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

In full settlement of the interpretive dispute presented in this case, the parties mutually agree to the following:

1. A Union member actively employed in a post office may be designated as a Union representative to process a grievance at another post office.

2. Such employee must be certified in writing, to the Employer at the regional level.

3. An employee so certified will not be on the Employer's official time.

4. An employee so certified will act in lieu of the steward designated under Article 17, Section 2.A and 2.B. at the facility where the grievance was initiated.

In witness whereof the parties hereto affix their signatures below this 2nd day of June 1982.

For the
United States Postal Service:

William E. Henry, Jr.
Director
Office of Grievance and
Arbitration
Labor Relations Department

For the Union:

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

UNITED STATES POSTAL SERVICE

AND THE

AMERICAN POSTAL WORKERS UNION, AFL-CIO

Whereas, the United States Postal Service (herein called the Employer) and the American Postal Workers Union, AFL-CIO (herein called the Union) are parties to a collective bargaining agreement known as the 1984 National Agreement, entered into December 24, 1984; and

Whereas, the Union has provided, through the APWU Voluntary Benefits Program (APWU/VBP), individual insurance and benefits coverage for members of the Union who are employees of the Employer and has appointed as the agent for the Union the Bank of Boston - Connecticut, 81 West Main Street, Waterbury, Connecticut 06702 (Agent).

Now, in furtherance of the spirit of the 1984 National Agreement and for other good and valuable consideration and mutual promises, the Employer and the Union hereby agree as follows:

1. The Employer's obligations under this Memorandum of Understanding shall terminate

a. upon the Employer's receipt of written notice given by the Union, or

b. upon the Union's receipt of written notice given by the Employer, or

c. upon such date as the parties mutually agree to terminate this Memorandum of Understanding.

2. Eligible Employees may enroll in both the Travelers Auto Insurance Plan and APWU/VBP. Where an Employee is concurrently enrolled in the Travelers Automobile Insurance Plan and APWU/VBP, the priority of premium withholdings for APWU/VBP will be second to Travelers.

3. Each pay period the Union, through its Agent, shall furnish the Employer a magnetic tape in a prescribed format of Employees authorizing premium withholdings from earnings. The tape will also contain changes to the existing premium withholding amounts.

4. The Employer shall notify the Agent of any Employees carrying insurance who terminate employment with the Employer or who, because of illness, vacations or other reasons, do not have sufficient earnings from which the proper premium amounts can be withheld.

5. The Union, through its Agent, shall notify the Employer as in 3 above, of insured Employees' cancellations of their written authorizations to deduct premiums.

6. For each pay period, the Employer shall remit to the Agent the premiums for all Employees enrolled for benefits. A magnetic tape and related print-out will be furnished to the Agent.

7. In consideration of the action of the Employer in making payroll deductions for Employees to be forwarded to the Agent pursuant to the provisions of paragraph 6 of this Memorandum of Understanding, the Union hereby agrees to indemnify and save the Employer free and harmless against any and all claims, demands, suits, losses, damages, costs, expenses, and attorneys' fees,

of whatever kind or nature, or any form of liability that shall arise out of, or by reason of, action taken or not taken by the Employer in reliance on any list, computer tape, notice, assignment or any other data furnished to them pursuant to this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed at Washington, D.C., the 30th day of September, 1986.

FOR THE U.S. POSTAL SERVICE

Thomas Fritsch
Assistant Postmaster General
Labor Relations Department

FOR THE AMERICAN POSTAL WORKERS UNION, AFL-CIO

Moe Biller
President

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND JOINT BARGAINING COMMITTEE (American Postal Workers Union, AFL-CIO, and National Association of Letter Carriers, AFL-CIO)

Re: Footwear/Uniform Allowance

The parties agree that, effective July 21, 1987, footwear will be authorized for reimbursement under the Uniform Allowance Program for those employees eligible for the work clothes allowance or the contract uniform allowance. Items must meet USPS footwear specifications.

Date: July 21, 1987

* * *

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

The parties agree that bargaining unit employees will be provided an opportunity to petition for a hearing regarding monies demanded by the Employer pursuant to the Debt Collection Act as promulgated in postal regulations found in the Employee and Labor Relations Manual and in other handbooks, manuals, and published regulations of the Postal Service. The following procedures embody our agreement and outline this process and its relationship to the grievance-arbitration procedures in Article 15 of the National Agreement:

1) A bargaining unit employee shall have the right to file a grievance under the provisions in Article 15 of the National Agreement concerning any letter of demand, to challenge the existence of a debt owed to the Postal Service, the amount of such debt, and the proposed repayment schedule. A bargaining unit employee also shall have the right to file a grievance under the provisions in Article 15 of the National Agreement concerning any other issue arising under Article 28 of the National Agreement. However, if no grievance challenging the existence of a debt owed to the Postal Service, the amount of such debt, or the proposed repayment schedule, is initiated within 14 days of receipt of the letter of demand, and the Employer intends to proceed with the collection of the debt, the employee will be issued a "Notice of Involuntary Administrative Salary Offsets Under the Debt Collection Act," with a right to petition for a hearing, pursuant to the Debt Collection Act.

2) At any stage of the grievance-arbitration procedure where the existence of a debt, the amount of a debt, or the proposed repayment schedule has been resolved through a written settlement between the Employer and the Union, and the employee remains liable for all or some of the debt, the employee will be issued a "Notice of Involuntary Administrative Salary Offsets Under the Debt Collection Act." If a petition for hearing is filed, the Postal Service is free, before the Hearing Officer, to pursue collection of the full amount of the debt. However, any contractual issue settled by the parties in the grievance-arbitration procedure will be final and binding.

3) At any stage of the grievance-arbitration procedure where a grievance has not been initiated or advanced to the next step within the time limits set forth in Article 15 of the National Agreement, and the Employer intends to proceed with collection of the debt, the employee will be issued a "Notice of Involuntary Administrative Salary Offsets Under the Debt Collection Act."

4) When an arbitrator finds the grievance is not arbitrable, and the Employer intends to proceed with the collection of the debt, the employee will be issued a "Notice of Involuntary Administrative Salary Offsets Under the Debt Collection Act."

5) Once an arbitration hearing has opened on the merits of any money demand, the employee will not be issued a "Notice of Involuntary Administrative Salary Offsets Under the Debt Collection Act," unless the arbitrator finds the grievance is not arbitrable or the grievance is settled pursuant to paragraph numbered 2.

6) 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 remedies.

7) 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.

8) The provisions of paragraphs 6 and 7 of this Memorandum, regarding the delay of collection of the monies demanded and the amount to be collected through payroll deductions, will be incorporated in Article 28, Section 4 of the 1994 National Agreement.

9) An administrative hearing under the Debt Collection Act may be conducted by any individual not under the supervision or control of the Postmaster General, but may include a hearing official designated by the Judicial Officer.

Anthony J. Vegliante
Manager
Grievance & Arbitration
Labor Relations

4/21/93
DATE

Thomas A. Neill
Industrial Relations Director
American Postal Workers Union,
AFL-CIO

7-15-94
DATE

Lawrence G. Hutchins
Vice President
National Association of
Letter Carriers, AFL-CIO

7/20/94
DATE

LETTER OF INTENT

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

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

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

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

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

July 16, 1978

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

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

1. The program will be implemented not later than October 31, 1978, in all applicable offices. All senior bidders who meet the criteria for training will be placed in the training program.

2. Trainees will take the final examination at the end of the deferment period; however, the examination will not be used for qualification decisions until it has been properly validated.

3. Upon completion of the examination validation, the qualifying process will be put into effect after the Union has had the opportunity to review and evaluate the results of validation. Thereafter, the test will be used to denote successful completion of the training.

4. Any employee who leaves the training program for any reason will be returned to his/her former assignment.

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

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

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

Date: July 20, 1978

WALTER E. CROWE (S)	**JOHN A. MORGEN (S)**
Chief Spokesman, Clerk Craft United States Postal Service	Chief Spokesman, Clerk Craft American Postal Workers Union, AFL-CIO

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

RE: SINGLE POSITION HIGH SPEED INDUCTION UNIT (SPHSIU)

The parties agree to meet at the St. Paul BMC within 30 days of this agreement to discuss the methods and means to finalize the design of the work station at the St. Paul BMC. After the final design is developed, work stations nationwide will be modified.

The U.S. Postal Service in cooperation with the American Postal Workers Union, AFL-CIO, will finalize the development of prototype work stations on the SPHSIU by addressing issues such as, but not limited to, the following:

1. Slide Modification - The final slide and facing area modifications in the St. Paul BMC will serve as a basis for the final configuration. This will include continued development to resolve feed problems on the slide.

2. Operator Work Station Modification - The parties will meet within 60 days to discuss and reach agreement on improvements and modifications in the following areas:

a) Keying, Keyboards and Pedestals
b) Sit/Stand Device for Operators
c) Culling Out of Non-Machineable Outsides
d) Ready-light and/or audible tones, the use of anti-fatigue mats.

In addition, progress reports regarding these improvements and modifications will be rendered every 60 days.

3. Illumination - Work station illumination will be maintained by the operator in the range of 75 to 200 footcandles. In addition, issues such as diffused high bay lighting, operator controlled rheostats at workstations, glare, and task specific lighting criteria will need to be addressed.

4. Noise Control - Noise exposure will be maintained within the level of 84 dbA time weighted average or less. The Postal Service will continue efforts at all BMCs to reduce noise levels below 84 dbA.

5. **Rotation Systems - Operators will not be required to key continuously for periods of greater than two (2) hours. If operators are required to key continuously for two (2) hours,**

the interim between keying cycles will be at least one (1) **hour with rotation to non-keying** duties.

The parties at the local level shall meet during the month of October, 1990 to negotiate a rotation schedule. If no agreement is reached, the dispute may be appealed to a joint committee at the national level. If no agreement is reached at the national level, the parties will refer the issue to a regional level arbitrator to make the decision on a proper rotation.

The parties agree to meet within 90 days to discuss, resolve and implement the following:

1.) Training - A training program will be developed, jointly. The training program will include, but is not limited to, orientation to keyboard operation, facing of parcels, rates of training, posture and work-related movements.

2.) Preliminary and Follow-up Medical Evaluations to Determine Effectiveness of Procedures - The parties agree to develop evaluations to determine the effectiveness of modifications to the final SPHSIU designs.

It was mutually agreed that the above constitutes full and complete settlement of all grievances filed concerning the institution of the Single Person High Speed Single Person High Speed Induction Unit (SPHSIU) at Bulk Mail Centers (BMC's) as of the date of this agreement. The Union agrees to withdraw all Unfair Labor Practice complaints filed regarding the same issue. Any grievances filed subsequent to the signing of this memorandum concerning the open issues identified above will receive expedited handling through the Grievance-Arbitration Procedure.

Joseph J. Mahon, Jr.
Assistant Postmaster General
Labor Relations Department

Date: 9/21/90

Moe Biller
President
American Postal Workers Union, AFL-CIO

Date: 9/28/90

UNITED STATES POSTAL SERVICE
475 L'ENFANT PLAZA SW
WASHINGTON DC 20260

FEB -7 1994

MEMORANDUM FOR HUMAN RESOURCES MANAGERS (ALL AREAS)

SUBJECT: Senior Mail Processor

The attached settlement represents a resolution of two (2) national level grievances contesting the pay level and duties assigned to the Senior Mail Processor. It further resolves those situations where a determination must be made concerning the use of Senior Mail Processors to perform the servicing of the Delivery Bar Code Sorter (DBCS) or other automated equipment to which they may be assigned, as well as the circumstances under which a non-maintenance capable site's DBCS maintenance responsibilities will be fulfilled by the establishment of maintenance positions or by providing maintenance coverage. This settlement is not to be used for any other purpose, and should not be cited or used as precedent, except when there is a dispute over the application or meaning of the settlement.

Anthony J. Vegliante
Manager, Grievance and
Arbitration
Labor Relations

Moe Biller
President
American Postal Workers
Union, AFL-CIO

Attachment

Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO
1300 L Street, N.W.
Washington, DC 20005-4128

Re: HOC-NA-C 19008
HOC-NA-C 19010

Dear Moe:

Recently, the U.S. Postal Service and the American Postal Workers, Union, AFL-CIO, met to discuss the above referenced cases.

The issues in these grievances concern the Senior Mail Processor (SMP), PS-5, job description and pay level.

In full and complete settlement of these grievances and all issues related to the SMP, PS-5, position, the parties agree to the following principles:

1. SMPs will be used to perform the servicing of the Delivery Bar Code Sorter (DBCS) in non-maintenance capable sites.

2. SMPs are not authorized to perform the servicing of the DBCS in maintenance capable sites. A maintenance capable site is defined as a facility that has (at a minimum) one full-time Electronic Technician, PS-09, and a National Maintenance Information and Control System (NMICS).

3. When a non-maintenance capable site has met either of the following criteria, the site's maintenance responsibility will be fulfilled by the establishment of maintenance positions or by providing maintenance coverage:

a) When the total routine servicing (preventive maintenance) on a tour for the DBCS equals 3520 hours in a year, or

b) When other mechanized or automated equipment (i.e., MLOCR, MPLSM, MPBCS, MPFSM, CFS, and SPBS) is deployed at a non-maintenance capable site, which also utilizes DBCS, a staffing analysis will be conducted to determine whether the 3520 work hours threshold, set forth in 3.a. above, has been met. If the above threshold has been met, the site's DBCS maintenance responsibility will be fulfilled by the establishment of maintenance positions (excluding custodians) or by providing maintenance coverage. This staffing analysis will consist of the DBCS total routine servicing plus staffing hours associated with the deployed equipment.

This settlement is noncitable, nonprecedential, and is made without prejudice to the position of either party.

Please sign and return the enclosed copy of this letter as your acknowledgment to settle the aforementioned cases and remove them from the pending national arbitration listing and step four process.

Moe Biller
President
American Postal Workers
Union, AFL-CIO

Dated: 2/2/94

Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations

Dated: 2/2/94

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

RE: Senior Mail Processors (SMP) PS-6 in Non-Maintenance Capable Offices

1) The determination of whether an office is "non-maintenance capable" for the purposes of this Memorandum of Understanding (MOU) shall be governed by the provisions of the attached February 2, 1994, grievance settlement in Case Nos. H0C-NA-C 19008 and H0C-NA-C 19010.

2) The senior bidder for all SMP positions and mixed duty assignments which include SMP duties, will enter a deferment period and be provided appropriate combinations of training, testing, and practical demonstration of ability to perform in the actual position. Permanent assignment to the duty assignment will be deferred until successful completion of the above mentioned requirements. If the employee does not satisfactorily complete these requirements or withdraws, the employee will be returned to his/her former duty assignment and the next senior bidder will be placed into training.

3) SMP duty assignments (full-time and part-time regular) may be established as mixed duty assignments and include Mail Processing Clerk; Window Clerk; Distribution and Window Clerk; Sales, Service and Distribution Associate; and Sales & Service Associate duties.

4) For purposes of this agreement, management will staff non-maintenance capable offices with a number of SMPs (either full-time regular, part-time regular, or part-time flexible) based on the attached criteria of active equipment.

5) This MOU will replace the April 6, 1995, MOU and is non-citable and non-precedential concerning issues involving Clerk Craft "mixed" duty assignments and is made without prejudice to the position of either party concerning "mixed duty assignments" issues in general.

Peter A. Sgro
Manager
Contract Administration

5/9/02
Date

James P. McCarthy
Director, Clerk Division
American Postal Workers
Union, AFL-CIO

Attachment

Number of Active CSBCS per site	# SMPs Per Site
1	1
2	1
3	1
4	2
5	2
6	3
7	3
8	4
9	4
10	5
11	5
12	6
13	6
14	7
15	7

Senior Mail Processor Questions & Answers

The following questions and answers relate to the May 9, 2002 Memorandum of Understanding (MOU) Re: Senior Mail Processors (SMP) PS-6 in Non-Maintenance Capable Offices.

1. Do the numbers attached to the Memorandum of Understanding on Senior Mail Processor reflect the maximum number of SMPs per site?

   No. The numbers reflect the minimum number of SMPs per site. Any additional SMP duty assignments created pursuant to Part 233 of the ELM will vary depending on the facts in each installation.

2. May a SMP be assigned both scheme distribution and window duties?

   A SMP may be assigned either scheme distribution duties or window duties, but not both.

3. What type of mixed duty assignments are permitted under the MOU?

   Some examples are: SMP with either window duties or scheme distribution duties (but not both); Sales, Service and Distribution Associate with SMP duties added (only in those instances where the distribution is non-scheme); Mail Processing Clerk with SMP duties added.

Doug A. Tulino
Manager
Labor Relations Policies and Programs

William Burrus
President
American Postal Workers
Union, AFL-CIO

Date: 6/5/02

QUESTIONS AND ANSWERS – PART-TIME FLEXIBLE CLERKS WORKING IN OTHER INSTALLATIONS

The following questions and answers represent the mutual understanding and agreement of the APWU/USPS concerning part-time flexible clerk craft employees who are required to work outside their home office. This agreement covers, but is not limited to, part-time flexible clerk craft employees who are required, as a condition of employment, to work in installations other than their home office (national case Q90C-4Q-C 93034651). This agreement is not applicable and is without prejudice to the position of either party regarding the assignment of other crafts and/or categories of employee outside their home office.

1. **Does requiring a part-time flexible clerk to work in more than one installation violate the National Agreement?**

Response: No, part-time flexible clerks may be assigned to work in offices outside their home office (the "Employ Office" identified on PS Form 50) provided such assignment is otherwise consistent with the National Agreement.

2. **How are part-time flexible clerks scheduled when they are required to work outside their home office?**

Response: The home office postmaster or designee is responsible for scheduling the work location and starting time. The postmaster or designee in the actual work location is responsible for determining the number of hours worked.

3. **How are part-time flexible clerks selected to work in other installations?**

Response: Several factors are considered such as the required skills, availability of the part-time flexible clerks, other scheduling and leave commitments, when the request was made, etc. Such scheduling may not be made in an arbitrary manner.

4. **Is management required to post an advance schedule for part-time flexible clerks assigned to work outside their home office?**

Response: No. The posting of an advance schedule for part-time flexible clerk craft employees is not required, unless by mutual agreement at the local level. Conversely, there is no contractual requirement or intention that obligates part-time flexible employees to remain at home or to call the post office to determine whether their services are needed. Accordingly, posting an advance schedule for part-time flexible clerks may be mutually beneficial. It is noted that posting an advance schedule for part-time flexible clerks does not create a contractual work hour guarantee, as all part-time flexible employees are assigned to a flexible schedule which is subject to change according to business needs.

5. **May part-time flexible clerks working in more than one installation be required to work more than twelve hours in a service day?**

Response: Such scheduling must be consistent with Section 432.32 of the Employee and Labor Relations Manual which states in relevant part:

Except as designated in labor agreements for bargaining unit employees or in emergency situations as determined by the postmaster general (or designee), employees may not be required to work more than 12 hours in 1 service day. In addition, the total hours of daily service, including scheduled workhours, overtime, and mealtime, may not be extended over a period longer than 12 consecutive hours.

6. Which office should an employee contact when reporting an unscheduled absence?

Response: Employees must contact the office where they are scheduled to work on the day of the absence. The postmaster or designee of that office is responsible for completing PS Form 3971, notifying the employee's home office of the absence, and forwarding the PS Form 3971 to the home office.

7. Who is authorized to act on a request for incidental leave which is submitted on a day the employee is working outside his/her home office?

Response: The postmaster or designee in the office where the employee is working is responsible for acting on incidental leave requests; however, such leave should be coordinated with the home office postmaster or designee.

8. What is the minimum number of hours in a service day that part-time flexible clerks can be scheduled or requested to work?

Response: When working in installations with more than 200 man years of employment, the Article 8.8.C guarantee is four hours. When working in installations with 200 or less man years of employment, the Article 8.8.C guarantee is two hours.

9. How is the work hour guarantee determined when a part-time flexible clerk is assigned to work in a different office?

Response: The Article 8.8.C guarantee is determined by the size of the office where the work is performed, not by the employee's home office.

10. When does the guarantee take effect?

Response: When the employee reports to work as scheduled. No guarantee applies when the employee is notified prior to reporting to work that the previously scheduled workday is canceled.

11. Does a part-time flexible clerk who returns to work on the same day receive another guarantee period?

Response: It depends on the circumstances. The following guarantees apply regardless of whether an employee works in more than one installation during the guarantee period:

When an employee completes a scheduled tour and clocks out, then is notified to clock in and resume working, that is considered a callback. All career bargaining unit employees are guaranteed 4 hours work, or pay, if called back to work on a day when they have completed their assignments and clocked out. This guarantee is applicable to any size office. (See ELM Exhibit 432.62).

When a part-time flexible employee is notified prior to clocking out that he or she should return *within* 2 hours, it is considered a split shift and no new guarantee applies. However, if prior to clocking out, the part-time flexible employee is told to return *after* 2 hours, that employee (in any size office) must be given a minimum of 2 hours work.

When an employee works in two installations with different work hour guarantees during a single guarantee period, the employee receives the higher guarantee (four hours rather than two hours).

12. May part-time flexible clerks be assigned to work overtime outside their home office?

Response: Yes, however, overtime work in a specific work location must first be assigned to qualified and available clerk craft employees on the overtime desired list in that work location, as defined under Article 8, Section 5 of the National Agreement and, when applicable, the Local Memorandum of Understanding.

13. Does a home office part-time flexible clerk receive a preference for work hours over a part-time flexible clerk from another installation?

Response: Yes, during the course of a service week management is required to make efforts to assign qualified and available home office part-time flexible clerks to straight time hours before assigning such work to employees from other installations.

14. Does scheduling a part-time flexible clerk to another office impact leave percentages contained in the Local Memorandum of Understanding (LMOU) in the scheduled employee's home office?

Response: No. Part-time flexible clerks are considered in the home office when calculating any leave percentages required under the LMOU regardless of whether they are detailed to another office. Part-time flexible clerks are not considered for the purpose of calculating leave percentages outside their home office. Also, requests for choice vacation periods and advance requests for incidental leave are controlled by the part-time flexible employee's home office LMOU and the applicable provisions of the National Agreement.

15. In which office are part-time flexible clerks considered for holiday scheduling under Article 11.6 of the National Agreement?

Response: In the home office. While not required, part-time flexible clerks who are not scheduled in their home office may be scheduled to perform holiday work in another office after qualified and available part-time flexible clerks from that office.

16. May part-time flexible clerks be assigned to work in offices where full-time regular employees have been excessed?

Response: Yes, however such employees cannot be used to wholly replace full-time employees who were excessed.

17. How is a part-time flexible clerk's relative standing on the part-time flexible roll determined when assigned to another office?

Response: The employee remains on the part-time flexible roll of the home or "Employ Office" as determined by the employee's PS Form 50.

18. Is there a requirement that a part-time flexible clerk receive a sixty-day notice pursuant to Article 12.5.B.5 prior to being temporarily assigned to work in another office?

Response: No, the sixty-day notice is relevant only when an employee is excessed from his/her home office pursuant to the provisions of Article 12 of the National Agreement. It is not applicable to temporary assignments.

19. Do the work hours of a part-time flexible clerk from another installation count for the purpose of maximization under Article 7.3.B of the National Agreement?

Response: Yes, the part-time flexible clerk's hours are counted in the office where the work is performed. For the purposes of conversion under the Full-Time Flexible Memorandum, only the hours worked in the home office by the individual part-time flexible clerk count.

20. Do part-time flexible clerks receive payment for travel time and/or mileage when required to travel to other offices?

Response: It depends on the circumstances. Whether a part-time flexible clerk who is required to work outside his/her home office is entitled to compensable travel time or mileage is determined by applying the applicable provisions of Section 438 of the Employee and Labor Relations Manual (ELM) and Chapter 7 of Handbook F-15.

21. How should compensable travel time be documented?

Response: In accordance with Section 260 of Handbook F-21.

22. How do part-time flexible clerks who are required to work in other installations submit requests for mileage reimbursement?

Response: By properly completing PS Form 1164 or PS Form 1164e and submitting it to the home office postmaster or designee on a weekly basis.

23. Is there a limit on the number of miles part-time flexible clerks may be required to travel when assigned to another installation?

Response: Normally, such employees will not be required to travel more than 50 miles from their duty station.

24. Is there a limit on the number of flexible credits that may be assigned to a part-time flexible clerk?

Response: No, however, Part 426.63 of the F-1 Handbook states that postmasters or supervisors should *cancel stamp credits not used at least once in an AP* (accounting period).

25. May a part-time flexible clerk working in more than one installation have financial accountabilities which require POS, IRT and/or manual PS Form 1412?

Response: Yes.

26. May a part-time flexible clerk who is working in more than one installation be assigned more than one scheme?

Response: Yes, however, Part 310 of Handbook M-5 states that scheme assignments may be *made when management has a reasonable expectation that employees will work a scheme for at least 30 hours within an accounting period.*

27. What determines the location of an employee's "immediate supervisor" and "certified steward" for the purposes of Article 15.2, Step 1?

Response: Normally, a Step 1 grievance will be investigated and/or discussed at the location the grievance is alleged. However, there may be circumstances where this is not feasible. In these situations a grievance may be initiated in the employee's home office.

Doug A. Tulino
Manager
Labor Relations Policies and Programs
U. S. Postal Service

James "Jim" McCarthy
Director, Clerk Craft
American Postal Workers
Union, AFL-CIO

Date: 9-24-03

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

SUBJECT: Selection of Withheld Full-time or Part-time Regular Residual Clerk Craft Duty Assignments by Clerk Craft Employees Impacted by Article 12

The selection of withheld residual duty assignments by clerk craft employees impacted by Article 12 will be determined by their clerk craft seniority from within a combined group of impacted clerks or volunteers in lieu of impacted employees, regardless of pay level. The affected employees, including senior volunteers in lieu of impacted employees, will be placed into one pool, by status, and will select from available withheld residual vacancies for which they meet the minimum qualifications pursuant to Article 12 in seniority order from within the combined pay level pool.

John W. Dockins
Manager
Contract Administration (APWU)
United States Postal Service

James McCarthy
Director
Clerk Division
American Postal Workers Union,
AFL-CIO

Date: 8/16/07

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

RE: Identification of Newly Established Duty Assignments – Clerk Craft

The parties have agreed that changes to Article 37, Section 4.D, (Assignment of Unencumbered Employees) would be delayed for a period of six (6) months after the signing of the 2006 Collective Bargaining Agreement, which took place on February 3, 2007. As a result, the changes to Article 37, Section 4.D, would become effective beginning August 3, 2007.

Subject to the exceptions identified in Article 37.4.D, where the number of full-time regular clerk craft duty assignments in an installation is less than the number of full-time clerks and a full-time employee has remained unencumbered for a period of 120 calendar days as of August 3, 2007, (or thereafter) demonstrates the need to post a newly established full-time regular duty assignment in that installation. Similarly, where the number of part-time regular clerk craft duty assignments in an installation is less than the number of part-time regular clerks and a part-time regular employee has remained unencumbered for a period of 120 calendar days as of August 3, 2007, (or thereafter) this demonstrates the need to post a newly established part-time regular duty assignment in that installation.

These newly established full-time regular and part-time regular duty assignments shall be posted no later than by October 15, 2007. No liability shall accrue to the United States Postal Service in the event that these newly established full-time regular and part-time regular duty assignments are posted no later than by October 15, 2007.

Where the number of clerk craft duty assignments is equal to or greater than the number of full-time or part-time regular clerks, the fact that one or more clerks remains unencumbered for 120 days or more while jobs are in the bidding/training process, does not obligate the employer to create additional duty assignments.

John W. Dockins
Manager
Contract Administration (APWU)

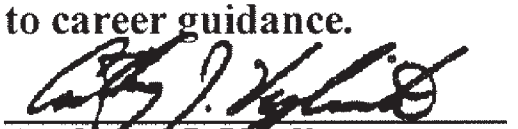
James P. McCarthy
Director, Clerk Division
American Postal Workers Union, AFL-CIO

9-27-07
Date

LETTER OF INTENT
BETWEEN
UNITED STATES POSTAL SERVICE AND
AMERICAN POSTAL WORKERS UNION, AFL-CIO
MAINTENANCE DIVISION

Re: Maintenance Career Assistance Guide

In recognition of the parties' commitment to providing career guidance for all maintenance employees, including custodial employees, the parties agree to modify the "maintenance career assistance guide" to include courses that are open to all maintenance employees without regard to level or job title. The foregoing in no way diminishes the U.S. Postal Service's existing commitments to career guidance.



Anthony J. Vegliante
Manager
Contract Administration
APWU/NPMHU



Moe Biller
President
American Postal Workers Union, AFL-CIO

Re: Maintenance Position/Job Description
Consolidation/Elimination

1) The parties agree that the attached job descriptions are agreed upon for the following positions and will be incorporated into the P-1 Handbook:

- Electronic Technician, Level 9 (*)
- Maintenance Mechanic, Level 5
- Maintenance Mechanic, Level 4,

* The parties agree that Electronics Technician, Level 9 (0856-01XX), position has been modified in accordance with Article 19 and is now Electronic Technician, Level 9 (2604-01XX).

---

2) The following position descriptions are eliminated and reclassified under the stipulated action. Incumbents of these positions will be considered qualified for the job into which they are being placed. These employees will be assigned to their current schedule (tour & days off) and will be ranked keeping their current seniority date:

- Incumbents in the Oiler, Mail Processing Equipment, Level 4 (5323-01XX), and Mechanics Helper, Level 4 (4701-01XX), positions will be reclassified as Maintenance Mechanic, Level 4 (4749-06XX).

- Incumbents in the General Mechanic, Level 5 (4749-02XX), and Assistant Engineman, Level 5 (5309-01XX), will be reclassified as Maintenance Mechanic, Level 5 (4749-03XX).

- Incumbents in the Custodian, Level 3 (3566-04XX), will be reclassified as Laborer Custodial, Level 3 (3502-03XX).

- Incumbents in the Laborer Custodial, Level 2 (3503-03XX), will be reclassified as Custodian, Level 2 (3566-04XX)

3) Incumbents in the following job descriptions will be eliminated through attrition and will be replaced by the subsequent job description:

a. Office Appliance Repairman, Level 5 (4806-04XX), and Scale Mechanic, Level 5 (3341-02XX), will be replaced by Maintenance Mechanic, Level 5.

b. Conveyor Mechanic, Level 6 (5343-02XX), will be replaced by Maintenance Mechanic, MPE, Level 7 (5342-01XX).

c. Elevator Mechanic, Level 7 (5313-03XX), Industrial Equipment Mechanic, Level 6 (5828-01XX), and Stationary Engineer, Level 7, will be replaced by Building Equipment Mechanic, Level 7 (5306-07XX).

d. Fireman Laborer, Level 4 (5402-02XX), will be replaced by the Building Maintenance Custodian, Level 4 (4749-10XX).

e. Postal Machines Mechanic, Level 6 (4801-06XX), will be replaced by another position at Level 7.

Nothing in this agreement precludes the posting of a vacancy identified in section 3 for bid within the occupational group until a residual vacancy occurs. Once the residual vacancy occurs, it should be reclassified as the new job indicated and posted accordingly.

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4) Incumbents in the following positions will be upgraded to the indicated position, within the same step, and retain credit toward the next step increase.

These employees shall be assigned to their current schedule (tour and days off). They will be considered qualified for the job into which they are being placed. The preferred assignment seniority of the upgraded employees shall be determined in accordance with Article 38, Section 2.F.2:

- Maintenance Mechanic, Mail Processing Equipment, Level 6 (5342-01XX), will be upgraded to Maintenance Mechanic, Mail Processing Equipment, Level 7 (5342-01XX).

- o Engineman, Level 6 (5309-02XX), will be upgraded to Building Equipment Mechanic, Level 7 (5306-07XX).

- o Electronics Technicians, Level 8 (0856-01XX), will be upgraded to Electronic Technician, Level 9 (2604-01XX).

All employees upgraded in accordance with section 4 of this agreement will be notified of the opportunity to submit a changed preferred assignment selection within thirty days of this notification.

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5) The parties agree that the duties and responsibilities of the following job descriptions being eliminated are incorporated into the replacement position description. Further, any employee being upgraded who has retreat rights to their former position will retain these rights in their new position.

o Blacksmith-Welder Helper, Level 4	3704-01XX
o Carpenter Helper, Level 4	4607-01XX
o Conveyor Mechanic Helper, Level 4	5343-01XX
o Custodian, Level 5	3566-04XX
o Electrician, Level 6	2805-02XX
o Electrician Helper, Level 4	2805-01XX
o Elevator Mechanic Helper, Level 4	5313-01XX
o General Mechanic, Level 6	4749-02XX
o Laborer Custodial, Level 1	3502-03XX
o Letter Box Mechanic Helper, Level 4	3843-01XX
o Mason Helper, Level 4	3603-01XX
o Mechanic Helper, Level 5	4701-01XX
o Office Appliance Repairman Helper, Level 4	4806-03XX
o Plumber Helper, Level 4	4206-01XX
o Postal Machine Mechanic Helper, Level 4	4801-05XX
o Sign Painter Helper, Level 4	4104-07XX
o Painter Helper, Level 4	4102-01XX
o Scale Mechanic Helper, Level 4	3341-01XX
o Machinist Helper, Level 4	3414-01XX
o Electronics Technicians, Level 8	0856-01XX
o Engineman, Level 6	5309-02XX
o Maintenance Mechanic, Mail Processing Equipment, Level 6	5342-01XX

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6) The parties agree that the following registers are eliminated and that the Maintenance Selection System Field Position Listing by Group will be revised to reflect the discontinuance of these positions.

- Assistant Engineman
- Engineman
- Fireman
- Fireman-Laborer
- Stationary Engineer
- Electronics Technician/08
- Maintenance Mechanic, MPE/06
- Elevator Mechanic
- Industrial Equipment Mechanic
- Mechanic Helper
- Oiler, MPE
- Postal Machines Mechanic
- Postal Maintenance Trainee, A & B
- Scale Mechanic

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7) The parties agree that this memorandum allows for maintenance employees to perform an expanded set of duties and responsibilities as provided in the revised standard position descriptions. As a result of this action, the February 1, 1988, correspondence et al., referencing position title, grade level and equipment is rescinded and void.

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8) The parties agree that as a result of the above changes, the existing Maintenance Selection System will require changes.

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9) The effective date of the upgrading and reclassification process shall be November 13, 1993.

Curtis W. Warren
Acting Manager
Contract Administration
(APWU/NPMHU)
Labor Relations

James Lingberg
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO

Attachments

Date: 18-Oct-1993

QUESTIONS AND ANSWERS ON POSITION CONSOLIDATIONS

1. What initial actions must be taken locally?

Human Resources at Headquarters has advised all field units to change titles as listed in the Position Consolidation agreement. All reclassification and upgrades, except maintenance support positions, will have the same date, November 13, 1993. The date for the maintenance support position title changes will be announced later.

2. Can I restructure scheduled days and hours as a result of the Memorandum Of Understanding (MOU)?

No, the work days and tour for each employee should not be altered because of this MOU. No rebidding is needed.

3. I want to do a general rebid of all ET jobs. How long do I have to wait to restructure the bids?

There is no embargo on restructuring bid assignments. When necessary, you can restructure bids to meet operational needs. Please ensure this is discussed with the local union prior to implementation. Solely as a result of this MOU, the restructuring of bid assignments to accommodate employees is prohibited.

4. The Laborer Materials Handling job was listed several months ago as a "Freeze, Eliminate, Attrit," should I eliminate the position?

No, the incumbent stays in the same job title until the employee leaves it.

5. Do I post the positions identified as "eliminated through attrition"?

No action is taken until a vacancy occurs.

Once a vacancy occurs, it can be posted for bid within the occupational group until a residual vacancy occurs. Once the residual vacancy occurs, it should be reclassified as the new job indicated and posted accordingly.

6. What if one of my upgraded employees is an unassigned regular?

All upgraded employees remain in the same days and tour. An unassigned regular does the same.

7. How will seniority be determined for employees who are RECLASSIFIED to the same level?

Reclassified employees will maintain the same Preferred Assignment seniority date they h their former position; relative standings are merged.

8. How will seniority be determined for employees who are UPGRADED?

Employees upgraded follow the National Agreement Article 38.2.F.2. Incumbents who were in the higher level position prior to Jun3 25, 1992, will retain seniority for preferred assignments and will remain senior to those who entered a position on or after June 25, 1992.

Employees upgraded will be merged employees who entered a position on or after June 25, 1992, based on their uninterrupted maintenance craft service in the installation.

9. Could you give an example of a facility that has both ET-8's and ET-9's?

Employees incumbent in ET-9 jobs prior to November 13, 1993, change occupational numbers, their relative seniority remains unchanged, and they have no resultant change to their days and hours.

The ET-8's are upgraded. They entered a new occupation group and level on November 13, 1993. For seniority, they follow the rules of 38.2.F.2. They also have no resultant change to their days and hours.

10. At our BMC we have an "interim 8" ET, who is finishing On Site Maintenance Certification (OSMC). Does this employee also get promoted to ET-9 like the ET-8's at the GMF?

Yes, all ET-8's are changed.

11. How do we fill the level 4, 5 and 9 positions since the position description/title are new?

The Electronic Technician PS-9 register is completely converted from the old ET-9 register.

For Maintenance Mechanic-4, the Mechanic Helper-4 register will be used. For Maintenance Mechanic-5, the General Mechanic-5 register will be used. Offices will continue to use the current MSS procedures to fill these positions.

Whenever a new MSS process is established for the new positions, new guidelines will be issued.

12. Do the Promotion Eligibility Registers convert the same as the Position consolidation list?

No. The exceptions are shown in question 11.

13. Part 6 of the MOU eliminated the Mechanic Helper, PS-4 from the Maintenance Selection System. How will that job be filled until the MSS produces a Maintenance Mechanic-4 register?

In part 6 of the MOU, Mechanic Helper was listed in error.

14. Prior to November 13, 1993, our office had no ET-9 positions, all our ET's and our Promotion Eligibility Register (PER) were level 8s. Since no one would be bypassed, could we convert the ET-8 to a ET-9 PER?

No, in accordance with Article 38.5.B.1, if the office never had an ET-9 PER they must now establish one.

15. Does a "relief assignment" change?

Only to the extent that the titles of the specific duty assignment(s) covered by a relief assignment are converted to the new job titles.

16. What if someone does not want their new title or new position description ?

Employees in jobs affected by reclassification or upgrading may not remain in their former position title.

17. What if someone is currently on LWOP? Must I upgrade them to the higher level position ?

Actions are automatic for specified positions. If their title gets upgraded, they get upgraded.

18. During the last Open season some ET-8's refused to apply for ET-9. None are on the PER for ET-9. Should I Promote the lower level employees who are on the ET-9 PER before moving Up the ET-8's?

No. All incumbent ET-8's are considered qualified and upgraded to ET-9 on November 13, 1993.

19. What if an MPE-6 was rated by the MSS as "Not qualified" for MPE-7. Do I still upgrade the employee?

Yes. However these employees should only perform work on equipment they have been properly trained on.

20. My Industrial Equipment Mechanic PS-6 IEM-6) wants a BEM-7 job. Can I abolish the job and place the employee in a BEM-7 as I did for the Engineman-6? The employee is on the PER for Engineman-6.

No, the IEM-6 position remains until the incumbent vacates the position. When the position is vacated, a BEM-7 job, which incorporates the duties, is then created.

21. In Part 5 of the agreement I see the position "Electrician PS-6 (2805-02XX)" is eliminated. Do I abolish my electrician immediately?

No. Your electrician is a Maintenance Electrician PS-6 (2805-03XX), a different title and occupation code. The Electrician (2805-02XX) job title is vacant nationwide.

22. Several years ago a headquarters list indicated the maintenance employee title and level for each piece of equipment, how will we know what level is needed for equipment now?

Because many jobs have changed, equipment by grade level lists are now obsolete. Employees perform an expanded set of duties and responsibilities as provided in the revised position descriptions for their level.

23. What criteria do we use to determine the number of employees required from each occupational group?

In accordance with MMO-21-91, offices will need to estimate the skill level needed and staff to assure adequate coverage for performing the workload.

24. What impact will this have on training?

Some increases in training requirements are possible at offices having employees moving into different positions and duties.

On all equipment, safety training must always be a foremost consideration. Employees must not be assigned to equipment until familiar with the safety aspects of the equipment.

25. Who wrote the new position descriptions? And why didn't the field get to decide what jobs would be kept and which ones would get new titles or promoted?

Both management and Union used a task force in the process. Each task force included knowledgeable employees from the field. The parties used the task force information to provide guidance in the discussions. Eventually the parties reached an agreement that significantly benefits both sides.

26. Item 3e shows Postal Machines Mechanic-level 6 being replaced by another duty assignment at level 7. Is this going to be an MPE-7?

Not necessarily, when the residual vacancy occurs from the Postal Machines Mechanic position, the offices may decide to replace this vacancy with a different position. On this replacement, the local manager should discuss which position title is the most appropriate with the local APWU representative. During the headquarters discussions on the position consolidation memorandum we agreed a local determination would be needed on this position.

27. Should I delay any bidding?

There is no "hold" on the bidding process.

28. Why weren't the MPE-7 and BEM-7 position descriptions included in the job consolidation package that was sent out?

Neither position description changed with the signing of the job consolidation MOU.

29. Can the MPE-7 work on building equipment?

The MPE-7 Position Description includes performing preventive maintenance inspections on MPE, building and building equipment.

It is not anticipated the MPE-7 will perform building work where BEM-7's are assigned to a facility.

30. Was the Letter Box Mechanic Position frozen or eliminated?

No. There is no change to that position.

31. We have a Laborer-Custodian-3 who was selected from the MPE-6 PER four weeks ago. The promotion was to be back dated when he completed the required training. Is the promotion canceled?

No, since the selection occurred prior to November 13, 1993, when all MPE-6's were upgraded, the employee is promoted to MPE-7 upon successful completion of training.

32. We have an MPE-6 who was selected two months ago from the PER to be a Maintenance Electrician-6, the form 50 will be back dated when the required training is completed. Will this be a problem?

Yes, on November 13, 1993, all MPE-6's were upgraded to MPE-7. This employee should be provided an opportunity to select which job the employee wants. If the employee wants the pending Maintenance Electrician position, then prior to completing the required training, the employee needs to place that request in writing. If the employee declines the electrician position, he is an unassigned regular MPE-7 and available for assignment in accordance with the collective bargaining agreement.

33. An ET-8 was selected and reassigned on 8/16/93 for promotion to ET-9, pending satisfactory completion of training. The employee failed the training on 11/19/93 and had been upgraded on 11/13/93 in accordance with the MOU. Since the upgrade occurred prior to the failure, does the employee get compensated retroactively to the date of reassignment?

No. The November 13, 1993, action was an upgrade for all ET-8's. To have the retroactive compensation, the employee must fulfill the satisfactory completion of training obligation of the promotion selection.

34. In the above question, the employee was reassigned as an unassigned regular ET-8 and placed on the tour and non-scheduled days of the ET-9 duty assignment for which the training was intended. Now what is the employee's bid?

The employee is an ET-9 assigned to the same tour and non-scheduled days as prior to failing the course.

35. At our BMC we have normally had an ET-8 trained and awaiting an ET-9 vacancy, While pending the vacancy. The ET-8 would perform the duties of the former position. Does that change now?

Yes, the ET pending a vacancy is now a level 9. BMC's have normally had one or two ET-8's in a pending status after they finished their residential training. While an ET-8, they performed the work of their former position.

Now all ET's are of the same title and level. The workforce will be assigned tasks covered by their position descriptions. The total MPE/ET complement will remain unchanged.

36. We have two Clerk-Steno positions I am now thinking about swapping at least one of those positions for a Maintenance Support Clerk. Can this be done?

No, the MOU on the Maintenance Support Clerk positions was not intended to cause movement, in either direction, between these jobs. In addition, the Maintenance Support Clerk positions may not be used until headquarters announces an implementation date for the Maintenance Support Clerk MOU.

37. With the job consolidation we are having more seniority ties that cannot be broken with Article 38.3.J, what do we use next

If the ties continue to exist after application of the tie breakers listed in 38.3.J, the parties agree the following will be used to break ties.

Numerical by the last three or more numbers (using enough numbers to break the tie, but not fewer than three numbers) of the employee's social security number, from the lowest to highest.

38. What about the Maintenance Support Clerk positions?

Until an implementation date is set and announced, there will be no changes in these positions. Until the change date occurs, vacancies in the following positions should be filled using the existing titles and registers?

Maintenance Control Technician-6
Maintenance Control Clerk-5
Maintenance Control and Stock Clerk-5
Tool and Parts Clerk-5
Office Clerk Custodial-5

When the change date occurs, each will be converted to the new title as listed in the MOU.

William J. Downes
Manager
Contracts Administration
(APWU/NPMHU)
Labor Relations

James Lingberg
Director, Maintenance Division
American Postal Workers Union,
AFL-CIO

Date: 12-2-93

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

The parties agree that this Memorandum of Understanding (MOU) represents a conclusion to all issues concerning the implementation of the new job descriptions entitled Maintenance Support Clerk, Level 5 (0303-01XX), and Maintenance Support Clerk, Level 6 (0303-02XX) as provided for in the October 18, 1993 MOU on the same subject.

Maintenance Support Clerk, Level 6 (0303-02XX)

Each Maintenance Control Technician, Level 6 (0301-07XX), will be reclassified as a Maintenance Support Clerk, Level 6 (0303-02XX), effective June 24, 1995 (PP-14, week 1). These employees will remain in their current duty assignments (hours and days off) and will maintain the same preferred assignment seniority date they had in their former position; relative standings will be maintained. All reclassified employees will be considered qualified for their new positions and eligible to bid on preferred assignments.

Maintenance Support Clerk, Level 5 (0303-01XX)

Each Maintenance Control and Stock Clerk, Level 5 (0301-19XX), Maintenance Control Clerk, Level 5 (0301-16XX), Office Clerk Custodial, Level 5 (0301-05XX), and Tool and Parts Clerk, Level 5 (6904-01XX), will be reclassified as a Maintenance Support Clerk, Level 5 (0303-01XX). These employees will remain in their current duty assignments (hours and days off) and will maintain the same preferred assignment seniority date they had in their former position; relative standings will be merged. The breaking of seniority ties will be determined in accordance with Article 38.3.J. of the National Agreement. Remaining ties shall be broken by listing the employees in numerical order by the last 3 or more numbers of their social security number (using enough numbers to break the tie, but not fewer than 3 numbers) from the lowest to the highest. All reclassified employees will be considered qualified for their new positions and eligible to bid on preferred assignments.

Promotional Eligibility Registers

Any vacancies occurring before June 24, 1995 (PP-14, week 1), will be posted and filled using existing PARs/PERs. Any vacancies occurring on/after June 24 will be withheld until new PERs are established for the Maintenance Support Clerk, Level 5, and/or Maintenance Support Clerk, Level 6. All PERs will be posted no later than August 19, 1995 (PP-18,

week 1). Upon establishment of the PER, all jobs withheld will be posted and filled using the appropriate PAR/PER.

Notices soliciting applications for PERs for Maintenance Support Clerk, Level 5, and Maintenance Support Clerk, Level 6, will be posted for 21 days beginning June 24, 1995 (PP-14, week 1), utilizing the attached qualification standards. PERs will be posted no later than August 19, 1995 (PP-18, week 1). Any additional training, education, or experience gained by an employee detailed to a position withheld in accordance with the above will not be considered when the detailed employee makes application for a PER.

Residual Maintenance Support Clerk, Level 6 (0303-02XX), vacancies will be filled on the basis of seniority (senior qualified) from the Maintenance Support Clerk, Level 5 (0303-01XX), in accordance with Article 38 of the National Agreement.

The parties agree that the following registers are eliminated effective June 24, 1995 (PP-14, week 1):

Maintenance Control and Stock Clerk (0301-19XX)
Maintenance Control Clerk (0301-16XX)
Tool and Parts Clerk (6904-01XX)
Office Clerk, Custodial (0301-05XX)
Maintenance Control Technician (0301-07XX)

Preferred Assignment Registers

Employees who are reclassified will continue to bid on preferred assignments utilizing preferred assignment forms submitted for their former positions. Additionally, notices will be posted for seven days notifying all reclassified employees of the opportunity to submit a new or amended preferred assignment selection form. This new or amended form will not count toward the three opportunities afforded in Article 38.5.A.6.e.

The attached questions and answers will assist you in understanding the impact of the new job description.

Anthony J. Vegliante
Manager
Contract Administration
APWU/NPMHU
Labor Relations

Date: 5/24/95

James Lingberg
Director, Maintenance
Division
American Postal Workers
Union, AFL-CIO

Date: 5/17/95

Attachment

Attachment to MOU: Questions and Answers on Maintenance Support Position Consolidations

1. ***How will my seniority for preferred assignments be affected?***

   All employees will keep their same relative seniority date. For example, employees promoted before June 25, 1992, will retain their seniority date as the date they entered the occupational group and level and will remain in the top portion of the PAR list. Employees promoted after June 25, 1992, will retain their seniority date as their total Maintenance Craft service in the installation and will be listed on the PAR list below those promoted prior to June 25, 1992.

2. ***How will the seniority lists be combined?***

   The seniority lists will be merged with all employees keeping their same relative date. In accordance with the National Agreement, the lists will remain in order of seniority as determined in question 1.

3. ***I hold a position in tools and parts. How will my current duty assignment be affected?***

   You will continue to report to your original duty assignment (as it was originally posted), regardless of whether you are a Tool & Parts Clerk, Maintenance Control Clerk, Maintenance Control & Stock Clerk, or Office Clerk Custodial. Employees will not be assigned away from their original duty assignment on a day-to-day basis. However, employees may be required to "fill-in" on other assignments for such purposes as heavy work load, holidays, unexpected absences, lunch breaks, or other short term needs.

4. ***I am a Tool & Parts Clerk and did not take the typing test which is a requirement of the Maintenance Support Clerk position. Will I have to take this test to be reclassified as a Maintenance Support Clerk?***

   No, all Tool & Parts Clerks are to be considered qualified for the Maintenance Support Clerk, level 5, position in their current duty assignment and are eligible to bid on vacant duty assignments.

5. ***How will the Level 6 Maintenance Control Technician be affected?***

   The position description and title of this job was changed through the Article 19 process to Maintenance Support Clerk, Level 6. All seniority lists will remain the same. All Level 6 Maintenance Control Technicians are to be considered qualified for the Maintenance Support Clerk, Level 6, position in their current duty assignment and are eligible to bid on vacant duty assignments.

6. ***Are there going to be major changes in assignments such as abolishing and re-establishing duty assignments?***

   Solely as a result of this consolidation, the restructuring of bid assignments to accommodate employees is prohibited. There is no embargo on restructuring bid assignments to meet operational needs. Management will discuss any restructuring with the union prior to implementation.

7. ***Will I receive a work clothes allowance?***

   Yes, both new positions are entitled to a work clothes allowance.

8. ***How will this consolidation affect overtime?***

   Overtime in the Maintenance Craft is established in Article 38.7.D., which requires overtime desired lists to be established for each occupational group and level. Article 30 allows the local parties to establish overtime lists by sections. Local management should meet with the union to determine what effect this will have on overtime assignments.

9. ***How will this consolidation affect annual leave?***

   All annual leave commitments must be honored. Local management should meet with the union to determine what effect this will have on their Local Memorandum Of Understanding (LMOU).

10. ***I am presently a Tool & Parts Clerk and did not take the typing test. How do I qualify for the Maintenance Support Clerk, Level 6?***

    You must meet the Qualification Standard for the Level 6 position including the examination requirements, test 710 (clerical) and test 714 (typing).

11. ***How will employees be ranked on the Promotion Eligibility Registers?***

    For the Maintenance Support Clerk, Level 5, employees will be listed as best qualified.

    For the Maintenance Support Clerk, Level 6, qualified Maintenance Support Clerks, Level 5, will be ranked in senior qualified order. All others will then be listed below the senior qualified applicant in best qualified order.

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

Re: Employee Developmental Opportunities - Implementation

In a December 19, 2002 Memorandum of Understanding, the parties agreed to establish a process to provide developmental opportunities for placement of current APWU bargaining unit career employees in skilled maintenance and motor vehicle positions. The following represents the parties' agreement with respect to joint implementation of that Memorandum of Understanding for the maintenance craft.

The parties agree to adopt the Maintenance Skills Development Program which is outlined below.

Target positions are:
1. Level 5 Maintenance Mechanic
2. Level 8 Mail Processing Equipment (MPE) Mechanic

Training is intended to enhance employees' ability to establish themselves on the appropriate register.

The program can be requested where management at the district (and/or area) level determines a need.

In participating sites, local management, with local APWU input, will identify the site and timing of training, facilitators, and other matters as will promote the success of the program. The parties will work together to plan the announcement of and publicity for the program.

Participation will be voluntary and requires the successful completion of Basic Maintenance Assessment Test 922 in order to qualify for the program. Training opportunities will be provided first to current Maintenance craft employees in order of their score on Test 922, with craft seniority as the tie breaker. Current Maintenance employees who have a qualified score and standing on the in-craft Promotion Eligibility Register for all identified target positions are not eligible. Current non-maintenance craft employees who have a qualified score and standing on the inservice register for all identified target positions are not eligible.

Once all eligible Maintenance employees are assigned to training, the next training opportunities will go to other APWU career bargaining unit employees, in order of their score on Test 922, with service seniority as the tie breaker.

This will be the authorized program for maintenance developmental opportunities. No local variations of this program will be permitted, except the existing programs at Detroit and Philadelphia.

Training is composed of National Center for Educational Development (NCED) instructor-led distance learning, on-site facilitator-led classroom lectures, demonstrations, videos,

computer-based lessons, and plant tours. Content is directly linked to KSAs for target positions. The program currently requires 54 days of on-the-clock training.

NCED will schedule, coordinate and deliver training. Each participating site will be required to provide two facilitators (as are currently provided for distance learning) to support training. It is recommended that facilitators consist of one MPE and one electronic technician.

Successful completion of each module is required for the student to continue in the program.

Students must attend every day of training. Make-up training will not be provided on- or off-the clock under any circumstances. A student missing more than two days will be dropped from the program.

Each site will designate one management representative to serve as on-site program coordinator.

Upon completion of training, students will participate in the appropriate MSS process, including taking the 933 and 931 examinations, to qualify on the appropriate selection register. Maintenance employees who had an ineligible rating on the in-craft PER will be considered as updating and will receive an in-craft rating. In all other cases, the student will go through the process for placement on the in-service register.

Selection of qualified employees to fill vacant maintenance craft positions will be based on existing MSS and National Agreement guidelines, and other applicable handbooks, manuals and published regulations.

The parties agree to continue to respond to questions/issues from the field and to explore development of additional training and identification of additional target positions.

Anthony J. Vegliante
Vice President
Labor Relations
U.S. Postal Service

Steven G. Raymer
Director, Maintenance Division
American Postal Workers
Union, AFL-CIO

Date: March 24, 2004

LABOR RELATIONS

UNITED STATES POSTAL SERVICE

Mr. Steven G. Raymer
Director
Maintenance Division
American Postal Workers Union
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Re: Grandfather Status

Dear Steve:

Recently you met with me to discuss the issue of "grandfather status" under Article 38.2.G.1 of the National Agreement and its impact on maintenance craft employees being excessed.

The specific issue involved is whether a maintenance craft employee who is excessed under Article 12 of the National Agreement from one installation to another can apply his/her "grandfather status" under Article 38.2.G.1, from the old installation to the new or gaining installation?

The parties reaffirm that "grandfather status" is installation specific and does not carry forward from installation to another. When an employee is excessed from one installation to another, his/her seniority for preferred assignments, as referred to in Article 38.3.F.4 is the employee's installation seniority. He/she is placed on the preferred assignment register at the new or gaining installation in accordance with Article 38.5.A.3b. An employee reassigned under Article 12 of the collective bargaining agreement, who returns to the same installation and occupational group would have "grandfather status" applied.

Accordingly, the parties agree by affixing their signatures as to the appropriate application of "grandfather status" within the meaning and intent of the National Agreement.

Sincerely,

Rodney J. Lambson
Labor Relations Specialist
Contract Administration (APWU)

Steven G. Raymer
Director, Maintenance Division
American Postal Workers Union, AFL-CIO

Date: 8/1/05

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
WWW.USPS.COM

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

Re: Implementation of Maintenance Craft Upgrades Pursuant to the 2005-06 Extension Upgrades MOU dated September 12, 2005 (Upgrades MOU)

The United States Postal Service and the American Postal Workers Union, AFL-CIO agree as follows for the purpose of implementing the upgrade of Maintenance Craft positions under the above referenced Upgrades MOU:

1) Except for noting the changes in pay level there are no changes to the position descriptions or qualification standards of any Maintenance Craft positions upgraded pursuant to the Upgrades MOU in the 2005-2006 APWU/USPS contract extension.

2) *Maintenance Mechanic PS-4 (MM-4)* referred to in the *"Note:"* section of the Upgrades MOU is *Standard Position Description Number SP-6086* and the *Qualification Standard Occupational Code is 4749-11xx.*

   For all purposes under Article 38, all employees occupying duty assignments as *SP-6086,* (either *PS-4 or PS-5*) will be treated as being in the same occupational group. Additionally, wherever the National Agreement or an applicable provision of a Local Memorandum of Understanding makes reference to maintenance craft occupational groups, all employees occupying a duty assignment with *SP-6086* will be treated as belonging to the same occupational group.

3) No employee's seniority will be changed as a result of the Upgrades MOU.

4) As *MM-4* (SP-6086) positions become vacant, should the Postal Service fill the vacancy, they will be filled as Maintenance Mechanic PS-5 positions using the *Standard Position Description SP-6086* and *Occupational Code 4749-11xx.*

   a) Employees will use the *Preferred Assignment Register (PAR)* for changing duty assignments within *SP-6086*, regardless of pay level. When a currently vacant MM-4 (SP-6086) is posted as a *MM-5 (SP-6086)* duty assignment, each resultant vacancy created by the change of an *MM-4* utilizing the *PAR* will be ranked at *PS-5.* This will continue until the *PAR* for *SP-6086* is exhausted. The last remaining vacancy will be filled by use of the *Promotion Eligibility Register (PER)* and the *Order for Filling Maintenance Craft Positions* in Article 38 of the JCIM.

   b) There is no change in seniority or 'grandfather' status for employees, pursuant to Article 38.2.G, using the *PAR* to move within *SP-6086* duty assignments, regardless of pay level.

5) There will be no change to the *PER* for *MM-4/5 (SP-6086),* except for noting that this *PER* applies to both pay levels.

6) No new *Maintenance Mechanic PS-4/5 (SP 6086)* duty assignment(s) will be established solely to avoid replacing or establishing a *Maintenance Mechanic PS5/6 (SP 6087)* duty assignment(s).

7) *SP-6086* duty assignments are not subject to the upgrade to *PS-6* on March 18, 2006, which is applicable to employees in Maintenance Mechanic, PS-5 (SP-6087) duty assignments.

8) Article 38.5.B.2.f is modified to read: *Maintenance Mechanic PS-5 (SP-6087) from Maintenance Mechanic PS-4/5 (SP 6086). "Maintenance Mechanic PS-5 (SP 6087)"* will change to "*Maintenance Mechanic PS-6 (SP 6087)*" effective March 18, 2006 in both Article 38.5.B.2.f and Article 38.5.B.2.l.

John W. Dockins
Manager
Contract Administration
United States Postal Service

Steven G. Raymer
Director, Maintenance Division
American Postal Workers Union
AFL/CIO

Date: 3/16/06

LETTER OF INTENT
UNITED STATES POSTAL SERVICE
and
AMERICAN POSTAL WORKERS UNION, AFL-CIO

Within 60 days of the ratification of the 1981 National Agreement with the American Postal Worker's Union, AFL-CIO, and the National Association of Letter Carriers, AFL-CIO, the Postal Service intends to do the following:

1. Issue a written reminder to Vehicle Maintenance Facility Managers that installation heads have the authority to waive the written examination associated with the selection of Automotive Mechanics in keeping with the Handbook P-12B, Qualifications Standards, Bargaining Unit Position.
2. Issue written instructions to fleet management personnel setting forth our intention that vehicles with a two ton or greater load capacity leased for a period of one year or more should be equipped with power steering provided that:
   a. such equipment is reasonably available; and
   b. the lease cost for power steering is no greater than that which would be incurred for a vehicle without power steering.

In any regard, it is the Postal Service's intent that all leased vehicles have a steering geometry which is appropriate for the load capacity of the vehicle.

Date: Printed in 1981 Agreement.

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

RE: AM/FM Radios in Postal Vehicle Service Motor Vehicles

Future purchases of the following new vehicles will be equipped with an AM/FM radio:

7-Tons, 9-Tons, Tractors, and Spotters

The parties recognize that the above motor vehicles will not be taken out of service due solely to a non-functioning or mal-functioning radio.

The vehicles will be deployed to offices with approved requests for new vehicles or on a regular replacement cycle.

This agreement resolves all grievances concerning radios in vehicles.

Peter A. Sgro
Manager
Contract Administration, APWU
United States Postal Service

Robert C. Pritchard
Director
Motor Vehicle Services Division
American Postal Workers
Union, AFL-CIO

Date: 6/29/99

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

RE: ARTICLE 39.1.J - Temporary Holddowns & Maximization

The backfilling of temporarily vacant assignment(s) described in Article 39.1.J, Temporary Holddowns, which exceed thirty (30) cumulative work days will not count towards the time considered for maximization in accordance with the Maximization Memorandum of Understanding and Article 7.3.C

The parties recognize that the intent of the language in Article 39.1.J, Temporary Holddowns, was not meant to provide for:

> The creation of a duplicative duty assignment through application of Article 7, Section 3.C. or;
>
> A senior PTF being maximized using the hours and/or schedule of the holddown through application of the provisions of the Maximization MOU associated with Article 7 (pages 299-300 of the 1998-2000 Collective Bargaining Agreement).

In concert with the understanding above, the parties agree that when a PTF is serving on a holddown assignment per Article 39.1.J., the duty assignment's hours and/or schedule which exceed thirty (30) cumulative work days shall not be used for any maximization purposes.

This agreement resolves all grievances relating to maximization issues resulting from time spent in holddown assignments.

Peter A. Sgro
Manager
Contract Administration, APWU
United States Postal Service

Robert C. Pritchard
Director
Motor Vehicle Services Division
American Postal Workers
Union, AFL-CIO

Date: 6/29/99

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

RE: Air Conditioning in Postal Vehicle Service Motor Vehicles

Future purchases of the following new vehicles will be equipped with air conditioning:

7-Tons, 9-Tons, Tractors, and Spotters

The parties recognize that the above motor vehicles will not be taken out of service due solely to a non-functioning or mal-functioning air conditioning unit.

The vehicles will be deployed to offices with approved requests for new vehicles or on a regular replacement cycle.

This agreement resolves all matters relating to the Memorandum of Understanding regarding "Air Conditioning in 9 Ton Vehicles, Tractors, and Spotters" in the 1998-2000 Collective Bargaining Agreement (pages 369-370), and all grievances concerning air conditioning in vehicles.

Peter A. Sgro
Manager
Contract Administration, APWU
United States Postal Service

William Burrus
Executive Vice President
American Postal Workers
Union, AFL-CIO

Date: 4-30-99

ANTHONY J. VEGLIANTE
VICE PRESIDENT, LABOR RELATIONS

UNITED STATES
POSTAL SERVICE

January 9, 2001

Mr. William Burrus
Executive Vice President
American Postal Workers Union,
AFL-CIO
1300 L Street, NW
Washington, DC 20005-4128

Dear Bill:

Listed below are the final provisions agreed upon by the parties concerning the Memorandum of Understanding (MOU) regarding the joint evaluation of the Automotive Mechanic (PS-6) and Lead Automotive Mechanic (PS-7) positions.

- Drafts of the new position descriptions are attached.
- All incumbent Level 7 Lead Automotive Mechanics will be placed in the Level 8 Lead Automotive Technician position.
- All incumbent Level 7 Lead Automotive Mechanics at facilities without supervision will be placed in the Level 9 Lead Automotive Technician (AG) position.
- Upon the placement of current Lead Automotive Mechanics, PS-7, to the position of Lead Automotive Technician, PS-8 or Lead Automotive Technician (AG), PS-9, the position of Lead Automotive Mechanic will be considered eliminated.
- For the purpose of implementation of this letter, on a one-time basis only, the Postal Service will establish a number of Automotive Technician, PS-7, duty assignments equal to a minimum of 70 percent of the current incumbent full-time regular Level 6 Automotive Mechanics on a nationwide basis. Headquarters Delivery Vehicle Operations will determine the allocation of Automotive Technician positions by facility.

475 L'ENFANT PLAZA SW
WASHINGTON DC 20260-4100
202-268-7852
FAX: 202-268-3074

- For the sole purpose of the filling of the newly established Level 7 Automotive Technician duty assignments during the implementation period, all incumbent Level 6 Automotive Mechanics will be considered qualified for the Level 7 position. The implementation period will expire six (6) months after the new Level 7 Automotive Technician qualification standard is developed and published; thereafter, Level 6 Automotive Mechanics will not be automatically considered to be qualified for Level 7 duty assignments. Future vacant Level 7 Automotive Technician duty assignments will then be filled on the basis of senior qualified among the Level 6s and 7s, and Level 6 Automotive Mechanics must fully meet the new qualification standards for the Level 7 position. After implementation, filling vacant PS 6 and 7 duty assignments will be on a senior qualified basis from Levels 6 and 7. For PS 6 and 7 residual vacancies, the selection method will be best qualified from any other position.

- No grievances will be filed concerning the number of Level 7 Automotive Technician duty assignments created, nor who is awarded a Level 7 position. A grievance may be filed if there is a dispute concerning the seniority of the bidders.

- All incumbent Automotive Mechanics, Junior, PS-5, will be placed in the Automotive Mechanics, PS-6, position. Upon the placement of current Automotive Mechanics, Junior to the position of Automotive Mechanic, the position of Automotive Mechanic, Junior will be considered eliminated. Junior Mechanics upgraded as a result of the implementation of this MOU will not be considered currently qualified for the position of Automotive Technician, PS-7.

- Upon the placement of current Vehicle Maintenance Analysts, PS-7, to the position of Lead Automotive Technician, PS-8, the position of Vehicle Maintenance Analyst will be considered eliminated.

- Filling Level 8 Lead Automotive Technician and Level 9 Lead Automotive Technician (AG) positions will be senior qualified from Level 8s and 9s. For PS 8 and 9 residual vacancies, the selection method will be best qualified from any other position.

- The implementation period for this MOU will expire six (6) months after the qualification standards for the new positions are issued.

The seniority of the employees in the new positions will be determined as follows:

Lead Automotive Technician, PS-8, Lead Automotive Technician (AG), PS-9

The seniority of the Level 8 Lead Automotive Technician and Level 9 Lead Automotive Technician (AG) will be merged into one seniority list for preferred assignments. The seniority of Level 7 Vehicle Maintenance Analysts will be merged with the Level 8 and 9 seniority list when they become a Lead Automotive Technician.

Automotive Mechanic, PS-6, Automotive Technician, PS-7

The seniority of the Level 6 Automotive Mechanics and Level 7 Automotive Technicians will be merged into one seniority list for preferred assignments.

Level 5 Junior Automotive Mechanics will begin a new period of seniority for preferred assignments when they become Level 6 Automotive Mechanics, and they will retain their order of seniority relative to other Junior Automotive Mechanics.

The implementation date for the upgrades will be provided to the Union when it is established.

The parties agree this letter represents their full, complete, and final understanding as to the appropriate procedures for implementing the 1998 MOU Re: Automotive Mechanic; Lead Automotive Mechanic. Upon final implementation of the provisions of this letter, the parties agree the 1998 MOU Re: Automotive Mechanic; Lead Automotive Mechanic shall be removed from the National Agreement.

When we receive your signed concurrence, we will initiate the necessary steps to implement the terms and conditions of this letter.

Anthony J. Vegliante
Vice President
Labor Relations

William Burrus
Executive Vice President
American Postal Workers Union,
AFL-CIO

Attachments

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

Re: RBCS

In full and complete settlement of all issues related to the implementation of RBCS, the APWU and the Postal Service agree to the following principles:

1. The Postal Service recognizes the value of postal employment in the fulfillment of its automation program and the APWU recognizes the value of cooperation with the Postal Service in the implementation of the automation program.

2. The parties agree that the RBCS keying position is a Data Conversion Operator, PS-4, clerk craft. In addition, the parties agree to utilize the concept of Group Leader - Data Conversion Operator, PS-5, clerk craft, in the RBCS keying sites.

3. The parties will develop the details of an orderly transition of RBCS to postal operations by means of a Joint Task Force on RBCS Implementation which is referenced in paragraph 10 of this Memorandum of Understanding. One of the purposes of the Task Force is to protect service during the transition. The Postal Service is committed to performing all RBCS work with postal employees (career and noncareer) as quickly as operationally possible. The current 25 RBCS contract sites and the 2 EAF sites will be converted to postal operations at the earliest possible date. However, the parties recognize that during the transition phase and in order to maintain service at an existing contract site, there may be unavoidable delays in converting a contract site to a postal operation. Only in such circumstances may the Postal Service extend particular contracts beyond the initial contract term. In no case may such contract extensions continue beyond December 31, 1996. Should the union believe that any contract extension violates the principles in this paragraph, the APWU may immediately proceed to arbitration with priority scheduling.

4. The clerical staffing of the RBCS sites will be accomplished by utilizing the ratio of 30 percent career work hours to 70 percent Transitional Employee work hours (work hours do not include leave hours). The ratio of career work hours to Transitional Employee work hours in RBCS sites is limited to those activities that are related to RBCS operations, which also includes other activities such as administrative support. This ratio of career work hours to Transitional Employee work hours in RBCS sites is a national percentage. The Postal Service is committed to ensuring that the conditions of this provision are met on an ongoing basis.

   The parties recognize that volume and work hours will fluctuate during the course of a fiscal year. It is unlikely that work hour projections will precisely match actual experience. Therefore, there will be a need to monitor work hours and adjust the work hours and/or complement to assure that the national work hour percentages are achieved on average over each fiscal year. The following procedures will be utilized to monitor and adjust work hours/complement to comply with this agreement:

   a. The Postal Service will make the initial projections for volume and work hours in the RBCS operations. Also, the Postal Service will project the career complement at each keying site. The career complement system-wide must be sufficient to work thirty percent of the projected work hours.

b. Commencing with the first accounting period after the start-up of Postal RBCS operations, the parties will meet at least once each accounting period to review actual experience and revised projections. The parties will agree upon any necessary adjustments to the planned career complement work hours.

c. After the first year of Postal RBCS operations, the Postal Service will make work hour and career complement projections by fiscal year. The parties will meet at least quarterly to review actual experience and revised projections. The parties will agree upon any necessary adjustments to the planned career complement work hours.

d. After completion of the first twenty-four months of Postal RBCS operations, the parties will meet to review the actual experience in relation to achieving the agreed upon percentages of thirty percent career work hours and seventy percent Transitional Employee work hours.

If the experience shows difficulty in keeping within a one percent career workhour variance, the parties will resolve the difference and consider appropriate adjustments, such as lump sum payments to identified affected employees and/or other complement adjustment options.

Adjustments in work hours and/or complement are intended to quickly recover any deviation from plan, in order that at the end of the fiscal year, the agreed upon work hour percentages are achieved.

5. The parties recognize that the Transitional Employee complement provides the Postal Service with additional flexibility. It is the intent of the parties that the career workforce, up to the agreed upon percentage, will occupy full-time duty assignments to the extent that there exists 8 hours of work within 9 or 10 consecutive hours, as appropriate.

6. The lock-in period for Data Conversion Operators will be 365 days. The parties agree that each RBCS site will complete the twelve (12) week production ramp-up period before the lock-in period will begin for the full-time Data Conversion Operators in RBCS sites.

7. The Postal Service retains the right to determine the location of the RBCS sites, as well as the right to determine which images are processed at each such RBCS site. A RBCS site processing images for an installation other than the installation in which the RBCS site is situated will be considered an independent installation for purposes of the application of the National Agreement.

8. Consistent with applicable law, the parties will establish procedures which will provide RBCS Transitional Employees with RBCS career opportunities.

9. Employees will be required to qualify for RBCS keying at a rate of 7,150 keystrokes per hour at an accuracy rate of 98 percent. Employees will be expected to maintain the performance and accuracy rates required for qualification, which the parties agree is a fair day's work. There shall be no production standards unless one is promulgated pursuant to Article 34. The parties will jointly work to develop methods of maintaining the throughput and accuracy rates for the system, the training program for qualifying employees as keyers and a system for monitoring performance. The parties will review the keying rate of 7,150 keystrokes per hour and accuracy rates and adjust as appropriate, prior to the implementation of Remote Computer Read.

10. The parties agree to establish a Joint Task Force to address issues of mutual concern with respect to RBCS implementation. The Joint Task Force on RBCS Implementation will meet to discuss and agree on certain matters, including but not limited to the following topics:

    a. Ergonomics - Ergonomic concerns related to work stations and operational methods shall be jointly addressed through a consultative process. The Joint Task Force will make its initial recommendations to the parties concerning operational methods within 90 days of the date of this Memorandum of Understanding. Thereafter, the Joint Task Force will address either party's continuing concerns.

    b. Group Leader--Data Conversion Operator, PS-5, clerk craft - Prior to the activation of the next 22 RBCS sites, the parties will negotiate the details of such staffing.

    c. Application of Transitional Employee Memoranda of Understanding - Within 30 days of the date of this Memorandum of Understanding, the parties will meet and agree upon which portions of the existing Transitional Employee Memoranda of Understanding shall be applicable to the RBCS Transitional Employees.

    d. Career Opportunities for Transitional Employees - The procedures necessary to provide career opportunities for RBCS Transitional Employees will be completed no later than 120 days of the date of this Memorandum of Understanding.

    e. Information Tracking - The Postal Service will share performance tracking information on RBCS operations with the APWU.

    f. Interaction of a Separate RBCS Site with Other Postal Installations - Prior to the first RBCS site completing its twelve (12) week production ramp-up, the parties shall agree to a procedure for RBCS site career employees to be able to move into an installation or installations in a geographical area contiguous to the RBCS site, after the 365 day lock-in period has been completed. Prior to activation of a Postal RBCS site, the parties shall resolve all issues related to Article 30 of the National Agreement with respect to such RBCS site.

    The parties intend to form sub-committees to address these matters and, unless otherwise indicated, report to the Joint Task Force within ninety days of the date of this Memorandum of Understanding. Failure of the parties to reach agreement on any Joint Task Force matters shall not delay the activation of any RBCS site.

11. The parties agree that the terms of this Memorandum of Understanding and any other agreements which the parties enter as a result of the activities and recommendations of the Joint Task Force on RBCS Implementation shall not be raised during the 1994 National Negotiations or during any related interest arbitration proceedings.

Moe Biller
President
American Postal Workers
Union, AFL-CIO
Dated: 11/2/93

Joseph J. Mahon, Jr.
Vice President
Labor Relations
U.S. Postal Service
Dated: 11/3/93

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

Re: RBCS Implementation

As soon as possible, the USPS will offer an opportunity to all Joint Bargaining Committee represented employees, to express an interest in one of the RBCS Data Conversion Operator, PS-4, clerk craft jobs in an RBCS site. This solicitation will permit an expression of interest by state, metropolitan area or city.

After the USPS selects a site for an RBCS operation, a notice will be posted for clerk craft employees within the district encompassing the selected site offering full-time and part-time career opportunities in the selected site. A posting shall be made at post offices within the district to inform and invite them to express an interest. For purposes of this Memorandum of Understanding (MOU) only, the term district is defined as the geographical area covered by each of the USPS districts as of the date of this MOU.

Employees requesting reassignment to or bidding for keying positions in the RBCS sites shall be given an opportunity to demonstrate that they meet the minimum qualifications by taking the appropriate examinations. Such opportunities shall be offered to employees who are being considered for the keying positions.

SECTION 1. ASSIGNMENT OF OPPORTUNITIES AT RBCS SITES

A. INDEPENDENT INSTALLATION

The following areas of consideration, in the order listed, shall be utilized for the purposes of offering and awarding career opportunities to employees:

1. Full-time Opportunities

a. Clerk craft from the solicitation and district-wide posting:

(1) Full-time
(2) Part-time flexible
(3) Part-time regular

b. Employees in other crafts represented by the Joint Bargaining Committee who have expressed an interest in

the solicitation will be selected based on their craft seniority or their standing on their part-time flexible roll:

(1) Full-time
(2) Part-time flexible
(3) Part-time regular

2. Part-time Opportunities

Available career part-time opportunities shall be filled in accordance with 1.a. and b. above.

B. PART OF AN EXISTING INSTALLATION

The following procedures and areas of consideration shall be utilized, in the order listed, to initially fill the newly created assignments:

1. Full-time assignments

a. Clerk craft in the installation

(1) Career full-time duty assignments shall be posted and awarded.

(2) If a residual vacancy or vacancies remain, the remaining vacancy or vacancies shall be posted for application office-wide to employees represented by the Joint Bargaining Committee. The full-time duty assignments will be awarded to employees who meet the minimum qualifications as follows:

(a) Clerk Craft

1) Part-time flexible
2) Part-time regular

(b) Employees in other crafts who expressed an interest in the solicitation will be selected based on their craft seniority or their standing on the part-time flexible roll.

1) Full-time
2) Part-time flexible
3) Part-time regular

(c) Clerk craft employees within the district who had expressed an interest in the solicitation or district-wide posting as follows:

1) Full-time
2) Part-time flexible
3) Part-time regular

(d) All other Joint Bargaining Committee employees who had expressed an interest in the solicitation as follows:

1) Clerk craft

a) Full-time
b) Part-time flexible
c) Part-time regular

2) Other crafts

2. Part-time career opportunities shall be offered to employees who meet the minimum qualifications as follows:

a. Clerk craft within the installation:

(1) Full-time
(2) Part-time flexible
(3) Part-time regular

b. Employees in other crafts within the installation who expressed an interest in the solicitation will be selected based on their craft seniority or their standing on their part-time flexible roll as follows:

(1) Full-time
(2) Part-time flexible
(3) Part-time regular

c. Clerk craft employees within the district who had expressed an interest in the solicitation or district-wide posting as follows:

(1) Full-time
(2) Part-time flexible
(3) Part-time regular

d. All other Joint Bargaining Committee employees who had expressed an interest in the solicitation as follows:

(1) Clerk craft

a) Full-time
b) Part-time flexible
c) Part-time regular

(2) Other crafts

C. SENIORITY

Career employees, who are reassigned to a RBCS site as a result of the implementation of Section 1 of this Memorandum of Understanding, will have their reassignment treated as a detail

during the 12 week production ramp-up period. At the end of the 12 week period, the reassigned career employees will have their seniority established as the date of the reassignment of the first career employee or the date of the first outside hire at the site whichever is earlier. The provisions of Article 37, Section 2.D.4. shall be used to break any ties in seniority.

D. RELOCATION

Career employees reassigned to a RBCS site as a result of implementation of Section 1 of this Memorandum of Understanding are responsible for payment of all expenses incurred as a result of such reassignments. Such employees are not entitled to per diem, temporary quarters, moving, mileage, or reimbursement for movement of household goods.

SECTION 2. BIDDING RESTRICTIONS

A. INDEPENDENT INSTALLATION

1. After the completion of the 12 week production ramp-up period, an employee who becomes a full-time RBCS Data Conversion Operator for the first time will be restricted from further bidding or voluntary reassignment for a period of 365 days.

2. Former RBCS Data Conversion Operators who bid back to a RBCS Data Conversion Operator duty assignment and require the complete classroom training will be restricted from further bidding for a period of 180 days.

3. The bidding restrictions in (1) and (2) above apply unless such bid is to one of the following:

   a. another RBCS Data Conversion Operator duty assignment;

   b. a duty assignment in a higher level within the installation; or

   c. caused by substantiated medical or health reasons whereby continuation in the RBCS Data Conversion Operator duty assignment would be harmful to the employee.

4. Full-time RBCS Data Conversion Operators may continue to apply for positions in the installation which are filled based on best qualified, including other craft jobs for which they are eligible to apply.

B. PART OF AN EXISTING INSTALLATION

1. After the completion of the 12 week ramp-up period, an employee who becomes a full-time RBCS Data Conversion

Operator for the first time shall be restricted from further bidding or voluntary reassignment for a period of 365 days.

2. A former RBCS Data Conversion Operator who bids back to a RBCS Data Conversion Operator duty assignment and requires the complete classroom training will be restricted from further bidding for a period of 180 days.

3. The bidding restrictions in (1) and (2) above apply unless such bid is to one of the following:

   a. another RBCS Data Conversion Operator duty assignment;

   b. a job in a higher level; during the 365 days immediately following the 12 week production ramp-up this exception will only apply to bids to Group Leader, RBCS Data Conversion Operator, PS-5, assignment; or

   c. caused by substantiated medical or health reasons whereby continuation in the RBCS Data Conversion Operator duty assignment would be harmful to the employee.

4. Full-time RBCS Data Conversion Operators may continue to apply for positions which are filled based on best qualified, including other craft jobs for which they are eligible to apply.

Moe Biller
President
American Postal Workers
Union, AFL-CIO
Dated: 11/2/93

Joseph J. Mahon, Jr.
Vice President
Labor Relations
U.S. Postal Service
Dated: 11/3/93

MEMORANDUM FOR APWU NATIONAL, STATE, AND LOCAL UNION OFFICIALS
AREA MANAGERS, CUSTOMER SERVICES
AREA MANAGERS, PROCESSING AND DISTRIBUTION
DISTRICT MANAGERS, CUSTOMER SERVICES
PLANT MANAGERS, PROCESSING AND DISTRIBUTION

SUBJECT: Labor-Management Cooperation

The amicable resolution of our differences regarding the deployment of RBCS marks a milestone in the relationship between the Postal Service and the American Postal Workers Union, AFL-CIO.

Although we have established a pattern of resolving more disputes through voluntary agreement than through litigation, none has had the significance of this agreement. Not only were the substantive issues of major concern to each of us, but the agreement recognizes that we cannot anticipate and provide for all future contingencies. We must establish a relationship built on mutual trust and a determination to explore and resolve issues jointly. This agreement embraces these principles.

In order to build on this momentum and improve our relationships throughout the Postal Service, we set forth the following principles of mutual commitment:

1. The APWU and the Postal Service hereby reaffirm their commitment to and support for labor-management cooperation at all levels of the organization to ensure a productive labor relations climate which should result in a better working environment for employees and to ensure the continued viability and success of the Postal Service.

2. The parties recognize that this commitment and support shall be manifested by cooperative dealings between management and the Union leadership which serves as the spokesperson for the employees whom they represent.

3. The parties recognize that the Postal Service operates in a competitive environment and understand that each Postal Service product is subject to volume diversion. Therefore, it is imperative that management and the Union jointly pursue strategies which emphasize improving employee working conditions and satisfying the customer in terms of service and costs. A more cooperative approach in dealings between management and APWU officials is encouraged on all issues in order to build a more efficient Postal Service.

4. The Postal Service recognizes the value of Union involvement in the decision making process and respects the right of the APWU to represent bargaining unit employees. In this regard, the Postal Service will work with and through the national, regional, and local Union leadership, rather than directly with employees on issues which affect working conditions and will seek ways of improving customer service, increasing revenue, and reducing postal costs. Management also recognizes the value of union input and a cooperative approach on issues that will affect working conditions and Postal Service policies. The parties affirm their intent to jointly discuss such issues prior to the development of such plans or policies.

5. The APWU and the Postal Service approve the concept of joint meetings among all organizations on issues of interest to all employees, but which are not directly related to wages, hours or working conditions, such as customer service, the financial performance of the organization and community-related activities. In this regard, the APWU will participate in joint efforts with management and other employee organizations to address these and other similar issues of mutual interest.

6. On matters directly affecting wages, hours or working conditions, the Postal Service and the APWU recognize that separate labor-management meetings involving only the affected Union or Unions are necessary. The parties are encouraged to discuss, explore, and resolve these issues, provided neither party shall attempt to change or vary the terms or provisions of the National Agreement.

Moe Biller
President
American Postal Workers
Union, AFL-CIO
Dated: 11/2/93

Marvin Runyon
Postmaster General/CEO
U.S. Postal Service
Dated: 11/2/1993

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

RE: Interaction of An Independent REC Site with Other Postal Installations

In accordance with the November 2, 1993 Memorandum of Understanding, Section 10.f., the parties agree to the following procedure for career employees employed in independent Remote Encoding Centers (RECs) to be voluntarily reassigned to designated contiguous existing postal installation(s):

1. Prior to reassigning a career RBCS employee in an independent Remote Encoding Center (REC) into a part-time or full-time position in a postal installation designated by the National Joint Task Force on RBCS Implementation as contiguous to a REC, the following contractual procedures for filling vacancies shall be accomplished within the postal installation in the following order:

   A. Normal posting, bidding and awarding of clerk craft duty assignments (not being considered for reversion) as prescribed in Article 37 of the National Agreement.

   B. Assignment of full-time employees not encumbered in a bid duty assignment as prescribed in Article 37, Sections 3.F.10 and 11.

   C. Placement of any employees who have been excessed out of the facility and exercise their retreat rights in accordance with Article 12.

   D. Conversion of part-time flexible employees as prescribed in Article 37, Section 2.D.5.

   E. Voluntary reassignment of part-time regulars in accordance with the National Agreement who have expressed, in writing, their desire to be reassigned from part-time regular to the part-time flexible rolls.

2. Before any residual full-time vacancy or part-time position is filled through new hires in the designated contiguous postal installation(s), those opportunities shall be offered to eligible and qualified career employees in the contiguous REC who have expressed an interest in writing in being voluntarily reassigned.

3. Career employees in a contiguous REC shall be provided an opportunity in the months of February and July of each year to express, in writing, their desire to be voluntarily reassigned to full-time and/or part-time positions in a designated contiguous postal installation(s).

4. Career employees in a REC shall be eligible for voluntary reassignment and shall be reassigned as follows:

   A. Full-time career employees must have been employed in the REC for 365 days, which begins after the completion of the 12 week ramp up period.

   B. Part-time career employees must have been employed in the REC for eighteen months after the completion of the 12 week ramp up period.

   C. Those eligible and qualified career employees shall be selected for voluntary reassignment by seniority and/or their standing on their part-time flexible roll.

   D. Those employees voluntarily reassigned will begin a new period of seniority pursuant to Article 37.

   E. Sections (1) and (2) of the Memorandum found on Page 308 of the 1990 Agreement shall apply for the purpose of establishing minimum qualifications for voluntary reassignment.

   F. Employees will be accepted for voluntary transfer unless they have a live disciplinary record. Employees with a live disciplinary record may be considered for transfer on a case-by-case basis.

5. Positions withheld pursuant to Article 12 or withheld pending reversion pursuant to the TE agreement will not be considered as available to be filled in accordance with this Memorandum.

6. This Memorandum of Understanding is not intended to deprive any employee of any rights gained in accordance with the provisions of the PTF conversion MOU signed February 2, 1993.

7. When career employees are being considered for voluntary reassignment, the installation head will contact the manager of the losing REC and arrange for mutually agreeable reassignment and reporting dates. A minimum of thirty days notice to the losing REC will be afforded. Except in the event of unusual circumstances at the losing REC, reasonable time will be provided to allow the REC time to fill vacancies, however, this time shall not exceed ninety days from the date of the identification of the vacancy to be filled under this memorandum.

8. The Postal Service may collect and analyze data to determine the impact of career employee movement under this memorandum.

9. The parties agree to the following clarifying amendments to the Memorandum of Understanding on RBCS Implementation dated November 2, 1993:

   A. Section 2.A.1. delete "or voluntary reassignment."

   B. Section 2.A.2. delete "who bid back" and substitute "who is voluntarily reassigned back."

   C. Section 2.B.1. delete "or voluntary reassignment."

Moe Biller
President
American Postal Workers
Union, AFL-CIO

Anthony J. Vegliante
Manager
Grievance and Arbitration
Labor Relations

INTERIM WORK BREAK CYCLE

USPS REC Sites

4 & 8 Hour Tours

Hour 1 & 5	Key 55 minutes Break 5 minutes
Hour 2 & 6	Key 55 minutes Break 5 minutes
Hour 3 & 7	Break 5 minutes Key 55 minutes
Hour 4 & 8	Break 5 minutes Key 55 minutes

Home or Lunch Break

6 Hour Tours

Hour 1	Key 55 minutes Break 5 minutes
Hour 2	Key 55 minutes Break 5 minutes
Hour 3	Break 5 minutes Key 55 minutes
Hour 4	Break 5 minutes Key 55 minutes
Hour 5	Break 10 minutes Key 50 minutes
Hour 6	Key 5 minutes Break 5 minutes Key 50 minutes

Home

Anthony J. Vegliante

Date 5/3/94

Moe Biller

Date 5/4/94

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

RE: GROUP LEADER POSITION - REMOTE ENCODING CENTERS

The parties recognize that the establishment of a group leader position as an integral part of Remote Encoding Centers (REC) is to help reduce overhead costs and improve quality, morale, and productivity. The Joint USPS/APWU goal of a quality operation in RECs will be enhanced through the utilization of Data Conversion Operator (DCO), Group Leaders.

The following represents agreement between the parties that the position of Group Leader, Data Conversion Operator, PS-05, will be utilized in RECs in accordance with this agreement.

Data Conversion Operator, Group Leaders, will be utilized by management to perform data conversion operator keying functions and to assist Supervisors and Data Conversion Operator keyers by performing duties in support of routine administrative functions at RECs.

Group Leaders' responsibilities shall include, but are not limited to the following:

1. The Group Leaders are responsible for keying when not engaged in group leader duties and must maintain their speed and accuracy proficiency when performing their DCO keying duties.

2. The Group Leader shall be responsible for routine administrative functions related to DCO Keyer Performance Evaluation Review (KPER) procedures. Such functions shall include conducting KPER(s) and maintaining associated record keeping.

   The Group Leader shall not recommend or communicate to the supervisor any proposed disciplinary action related to the results of the KPER process. The Group Leader will present all errors detected in the KPERs to their immediate supervisor.

   The Group Leader performing routine KPER(s) does not preclude any management official from personally conducting special KPER(s), as deemed necessary. However, special KPERs will be performed only for analysis and/or determination of an operator's keying deficiencies in order that appropriate

corrective action can be effectively undertaken. Any corrective action taken will be in accordance with the KPER procedure and the collective bargaining agreement. Special KPERs will not be used expressly to single out individual DCOs for disciplinary action.

3. The Group Leader shall perform routine administrative time and attendance functions that include data entry of time and attendance information; verification and correcting of time records; and any further administrative duties related to time and attendance as directed by local REC management. The supervisor maintains all responsibility for approving any changes and initiating any administrative or corrective actions relating to time and attendance of employees.

4. The Group Leader shall assist in Human Resource administrative functions, including new employee orientation, by performing routine functions as deemed necessary by REC management. The Group Leader will protect all appropriate confidential information on individual employees.

5. The Group Leader shall provide DCO training and support, both classroom, on-the-job and ergonomic, as well as any associated routine administrative record keeping. The Group Leader shall provide follow up and/or remedial training to keyers, as deemed appropriate by management. The Group Leader performing this training function(s) does not preclude any management official from assisting in the administration of any training and/or providing the training if there are no Group Leaders or qualified Group Leaders.

6. The Group Leader shall perform other Human Resource, quality control, administrative and support functions to improve the operation, as deemed necessary and appropriate by REC management.

7. The number of Group Leaders and their area of responsibility will be determined by management at the local level after consultation with the local union. However, there will be no less than two Group Leaders for every one Supervisor (e.g. Remote Encoding Operations [REO]), or no more than three Group Leaders for every one Supervisor.

8. Group Leaders will be trained in the correct procedures to follow when conducting KPERs. The parties will jointly develop a Group Leader training course to be administered to all Group Leaders.

9. Group Leader duty assignments will be posted for bid only to full-time career DCOs currently working in the REC who have keyed successfully for at least six months (the six months could include TE time).

10. The appropriate number of Group Leader duty assignments will be posted for bid within thirty days of the signing of this memorandum in all existing Postal REC sites that have operated for six months or more.

11. Newly established or converted contract RECs will post the appropriate number of Group Leader positions no less than 6 months or more than 7 months after the activation of the facility.

12. This agreement is made without prejudice to the positions of the parties. The parties agree that this agreement cannot be cited in any forum other than one that deals directly with enforcement of this agreement.

Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO
Date: 5/25/95

Mr. Anthony J. Vegliante
Manager
Contract Administration
APWU/NPMHU
Date: 5/23/95

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

RE: CONSOLIDATION - REMOTE ENCODING CENTER AND PLANT

The parties agree that whenever it becomes necessary to make a Remote Encoding Center (REC) part of an existing installation because the REC site will begin keying images for that installation, the provisions of Article 12, Section 5.C.2., Consolidation of an Independent Installation, of the collective bargaining agreement will apply with the following one exception:

> Those REC Clerk Craft career employees who were voluntarily reassigned to the REC site directly from the continuing installation will have their seniority calculated as if their service was uninterrupted in the continuing installation.

This exception applies only to REC site Clerk Craft career employees who were voluntarily reassigned to the REC site and only in the specific situation as described above.

Mr. Moe Biller
President
American Postal Workers
Union, AFL-CIO

Date: 5/25/95

Anthony J. Vegliante
Manager
Contract Administration
APWU/NPMHU

Date: 5/23/95

COMPUTER BASED INTERACTIVE TRAINING (CBIT)
REMOTE ENCODING CENTERS

This memorandum is a follow-up to the May 4, 1994 joint letter entitled "Data Operator Training- Interim Cut Points." The parties agree that the following changes will apply to the Computer Based Interactive Training (CBIT) portion of the training program for Data Conversion Operators (DCOs).

The current allowable time limit of 42 hours for the CBIT training will be revised in accordance with the following schedule:

Keyboard and N & A Coding Training -	Up to 44 Hours
C & E Coding Training	6 Hours, Plus Any Remaining Time From Keyboard and N & A Coding Training *
Training Time	50 Hours

* As an example, if a prospective DCO keyer successfully passed the Keyboard and N & A Coding Training in 35 hours, then he/she would be allowed to use the remaining 9 hours (44 hrs. allowed - minus 35 hrs. actually used), in addition to the 6 hours allowed (for a total of 15 hrs.), to pass the C & E Coding Training. If a prospective DCO keyer successfully passed the Keyboard and N &A Coding training in 44 hours, there would not be any remaining Keyboard and N & A Coding training time available, and he/she would only be allowed 6 hours to pass the C & E Coding training.

Moe Biller
President
American Postal Workers
Union, AFL-CIO
Date: 10/27/95

Anthony J. Vegliante
Manager
Contract Administration
APWU/NPMHU
Date: 10/27/95

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

RE: CAREER EMPLOYEES TRAINING - REMOTE ENCODING CENTERS

The parties agree that career employees being voluntarily reassigned to Remote Encoding Center (REC) sites in accordance with the National or District Solicitations, or bidding to a REC assignment when it is part of his/her installation, will be subject to the following criteria in determining when the employee can be released from his/her detail, or when the deferment period ends, with the result that the employee is permanently reassigned to the REC.

If the employee meets the requirements as stated below using the most recent best 5 out of 7 KPERs, the employee will be permanently assigned to the REC if on detail from another installation, will end the deferment period if in one, and will be converted from a PTF employee or a PTR employee to a full-time employee if in either status and conversion is appropriate.

A. All employees being voluntarily reassigned into the REC or bidding to a REC DCO position shall be required to successfully complete the Computer Based Interactive Training (CBIT) program as well as satisfactorily complete the Ergonomics Training.

B. After having satisfied those training programs, if a career employee is keying at the acceptable level of 7150 keystrokes per hour at 98% accuracy after a minimum of 240 console keying hours, he/she will be permanently reassigned to the REC.

C. The accuracy and speed levels will be determined by using an average of the most recent 7 Keyer Performance Evaluation Reviews (KPERs) conducted in accordance with the KPER procedures, disregarding the worst 2 results.

D. If a career employee does not meet the criteria stated above, he/she will still have up to a total of 440 hours to successfully complete the training and be assigned to the REC.

Moe Biller
President
American Postal Workers
Union, AFL-CIO
Date: 2/14/96

Anthony J. Vegliante
Manager
Contract Administration
APWU/NPMHU
Date: 2/23/96

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

RE: REC CLOSINGS - CLERK CRAFT ONLY

The parties agree that whenever the Postal Service decides to close a Remote Encoding Center (REC) site, the following will apply:

A. Independent REC sites:

1. When an independent REC site is to be discontinued, the specific provisions in Article 12, Section 5.C.1, Discontinuance of an Independent Installation, of the collective bargaining agreement will apply, with the following additional provisions.

2. Once a determination is made to close a REC, the Area will begin withholding residual vacancies and PTF vacancies, in the same or lower levels within the District and/or Area, as appropriate, up to the number of career impacted employees. As the workload diminishes and operational needs permit, the withheld duty assignments will be made available to allow impacted career REC employees to bid for duty assignments. As an employee bids for a duty assignment, reassignment will normally take place in accordance with the applicable contractual provisions.

3. For the purposes of this agreement, the Test 470 (Battery Exam) requirement is waived for Data Conversion Operators, PS-04, and Group Leader, Data Conversion Operators, PS-05. Employee must meet any other minimum requirements of the duty assignment.

4. Once a determination is made to close a specific REC site, all Data Conversion Operator duty assignments, including Group Leader, will be reviewed as they become vacant in that REC. Those positions which are no longer needed for operational reasons will be reverted.

   To the extent possible, vacant Data Conversion Operator duty assignments that are consistent with continuing operational needs will be posted for bid only for remaining REC career employees and the resulting residual duty assignments will be reverted. Vacant Group Leader duty assignments will be filled by detailing a DCO into the duty assignment.

5. Career Data Conversion Operator employees may continue to request voluntary reassignment to contiguous installations under the procedures outlined in the MOU on Interaction of An Independent REC Site with Other Postal Installations. The seniority of impacted employees who are voluntarily reassigned under these procedures will be consistent with the provisions of Article 12 and Article 37. Impacted employees who voluntarily reassign to lower level positions will receive saved grade under the provisions of Article 4 Section 3.

6. If there comes a time during the phased closing of a REC when there is not sufficient work for Data Conversion Operators prior to the actual closing of the REC, including Group Leaders, the procedures of Article 12, Section 5.C.5, Reduction in the Number of Employees in an Installation Other Than by Attrition, will apply. However, veteran's

preference eligible employees will be bypassed, if necessary, and will not be involuntarily reassigned to a lower level position until the REC site is closed.

B. Dependent REC sites:

1. When a dependent REC site is to be discontinued, the specific provisions in Article 12, Section 5.C.4, Reassignment Within an Installation of Employees Excess to the Needs of a Section, will apply, with the following additional provisions.

2. Once a determination is made to close a specific REC site, all Data Conversion Operator duty assignments, including Group Leader, will be reviewed as they become vacant in that REC. Those positions which are no longer needed for operational reasons will be reverted.

   To the extent possible, vacant Data Conversion Operator duty assignments that are consistent with continuing operational needs, will be posted for bid only for remaining REC career employees and the residual duty assignments will be reverted. Vacant Group Leader duty assignments will be filled by detailing a DCO into the duty assignment.

3. Since all career Data Conversion Operator duty assignments will be eliminated from the REC site, Data Conversion Operators are encouraged to bid or apply for preferred duty assignments. Impacted career REC employees who successfully bid to lower level positions will receive saved grade under the provisions of Article 4 Section 3.

4. For the purposes of this agreement, the Test 470 (Battery Exam) requirement is waived for Data Conversion Operators, PS-04, and Group Leader, Data Conversion Operators, PS-05, for bidding and involuntary reassignment purposes. Employee must meet any other minimum requirements of the duty assignment.

5. If it is determined that there is a need to excess outside the craft/installation, Article 12.5.C.5 provisions will be followed. In addition, the Area will begin withholding residual vacancies in the same or lower levels within the District and/or Area, as appropriate, up to the number of identified impacted career employees requiring placement outside the craft/installation. Veteran's preference eligible employees will get priority placement to same level positions outside the craft and/or installation and will be bypassed on reassignments to lower level duty assignments.

This agreement is made for the specific circumstances described above and does not alter in any way any other provisions of the collective bargaining agreement. The parties agree that this understanding is without prejudice and will not be used in any forum other than to enforce the provisions within this document.

Cliff "C.J." Guffey
Director, Clerk Division
American Postal Workers
Union, AFL-CIO

Peter A. Sgro
Acting Manager
Contract Administration (APWU/NPMHU)
U.S. Postal Service

Date: 3/31/99

AREA MANAGERS, HUMAN RESOURCES
REGIONAL COORDINATORS, APWU

SUBJECT: REC Closings MOU - Clerk Craft Only

This is a follow up to the May 12 Joint APWU/USPS Meeting on REC Closings held in Washington DC. This document was developed jointly by the APWU and the USPS and reflects common understandings of the interpretation and application of the provisions of the MOU. As the provisions of the agreement are implemented, the parties will work together to address other issues of interpretation and application in order to minimize grievances and/or misapplication in the field.

If there are additional concerns and/or questions, please submit them to your appropriate official at the area/regional level.

1. **Does this MOU apply to transitional employees?**

   No. It applies to career clerk craft employees only.

2. **What is an independent REC?**

   Independent REC sites are separate installations established to process images for an installation other than the installation in the same city where the REC site is situated. Full-time career employees, in independent RECs, are not eligible to bid duty assignments outside the REC site.

3. **What is a dependent REC?**

   A dependent REC site is considered part of the installation for which it processes images as long as it is located within the same city as the plant. It may also process images for other installations. Full-time career employees in a dependent REC site are eligible to bid for duty assignments within the existing installation.

4. **When can an Area begin withholding residual vacancies for placement of career employees in a closing REC?**

   The Area will begin withholding residual vacancies when it notifies the affected union(s) of its intent to close a REC.

5. **If a closing REC is geographically located in one Area but reports to another Area, which Area is responsible for the withholding and reassignment process?**

   In order to abide by the principles in Article 12 to minimize the dislocation and inconvenience to affected employees, the Area where the REC is geographically located is responsible for managing the Article 12 process.

6. **Can the Area withhold more residual vacancies than the number of impacted employees?**

   Article 12 and the MOU provide for withholding a "sufficient" number of residual vacancies for impacted employees in the closing REC. However, the Area may also be withholding residual vacancies for other excessing situations in addition to the REC closings. In that case, the Area would be withholding more than the number of REC impacted employees.

7. **Does the assignment of an unencumbered employee to a residual vacancy have precedence over the assignment of an excessed employee from a REC?**

   Unencumbered employees should be assigned pursuant to Article 37 Section 4 prior to withholding a residual vacancy for placement of an excessed employee from an independent REC.

8. **What happens when there is not enough work for career employees before the closing date?**

   Where an impacted REC processes images for multiple plants, the plants will be transferred in phases. If there is insufficient work available for the career employees, the procedures in Article 12, Section 5.C.5, Reduction in the Number of Employees in an Installation Other Than by Attrition, will apply. Veteran's preference eligible employees will be bypassed, if necessary, and will not be involuntarily reassigned to a lower level residual vacancy until the REC site is closed.

9. **How are sections for excessing determined in dependent RECs?**

   In dependent RECs, the entire REC will be considered a section for purposes of excessing, regardless of any LMOU provisions.

10. **If a DCO duty assignment becomes vacant in an impacted REC, is it automatically reverted?**

    DCO duty assignments will be reverted in accordance with Article 37.3.A.2 if there is no longer an operational need for the assignment. Duty assignments that are still necessary will be posted for bid, in accordance with Article 37.3.A.1, to REC DCO employees only. Resulting residual vacancies can then be reverted, within 28 days of becoming a residual vacancy, in accordance with Sections A.4 and B.2 of the MOU, as appropriate and deemed necessary by management.

11. **If a Group Leader DCO duty assignment becomes vacant in an impacted REC, is it automatically reverted?**

    The vacant Group Leader duty assignment is reviewed to determine whether or not it is still required based on contractual commitment. If it is required (to maintain the minimum ratio of 2 Group Leaders per line supervisor), the duty assignment will be reverted in accordance with Article 37.3.A.2 but it must be covered. Therefore,

career DCOs will be given the opportunity to be detailed into the higher level duty assignment. Group Leader selection will be made in accordance with Article 25.4.

12. **Two Group Leader assignments are required for each workroom floor supervisor position in the RECs. Is this still required?**

    Yes. Although, as the number of employees needed for REC operations decreases, a determination may be made to reduce the number of supervisory positions in the REC. In that case, the number of required Group Leader assignments would be reduced proportionately. However, if the supervisory position is still authorized, the number of Group Leader assignments is not reduced.

13. **Do impacted employees have the opportunity to select a withheld residual vacancy as soon as it becomes available?**

    Withheld residual vacancies will be offered at management's discretion as operational needs diminish allowing the release of a number of employees for reassignment.

14. **If the number of available withheld vacancies is greater than the number of employees who can be released from the REC, who decides which vacancies will be offered?**

    The appropriate management and union officials at the field level will discuss which of the available residual vacancies will be offered. However, management will make the final decision.

15. **If, after assessing the operational needs, management is able to offer ten residual vacancies and only eight employees voluntarily select from those residual vacancies, what happens with the two remaining residual vacancies?**

    Management will determine the numbers and levels of employees who can be released giving consideration to maintaining the contractually required number of Group Leader positions. The two remaining residual vacancies will be assigned to the two junior employees, in the appropriate wage level(s). However, if the junior employees are veteran's preference eligible, they will be bypassed if the reassignment is to a lower level.

16. **When withheld residual vacancies are offered to impacted career employees, can Group Leaders, level 5, select level 4 residual vacancies?**

    Yes. The saved grade provisions available to employees who transfer under the MOU on Interaction of An Independent REC Site with Other Postal Operations will apply.

17. **Can level 4 employees select level 5 residual vacancies?**

    No.

18. Is an impacted DCO or Group Leader, DCO, on an acting supervisor detail, eligible to select a withheld residual vacancy when offered?

Yes, the residual vacancy is being made available under the terms of Article 12 reassignments. Covering a non-bargaining position will not preclude the employee from obtaining the residual vacancy.

19. Is an employee who has selected a withheld residual vacancy, eligible to make another selection if more residual vacancies become available prior to the effective date of the reassignment?

If the employee has not been reassigned due to management actions the employee may make another selection. If the employee has not been reassigned due to a request for a delay for personal reasons, the employee is not eligible to make a subsequent selection. An employee is considered "reassigned" when actually working in the new duty station, on or after the effective date of the Form 50 reassigning the employee.

20. A steward, who is a career employee, wishes to remain in the REC until it closes. Is this possible?

In an independent REC:

When a steward selects a withheld residual vacancy for reassignment, he or she will have the option of remaining in the REC until it closes in accordance with Article 17.3. If the steward chooses to remain in the REC, he or she will be reassigned to that selected residual vacancy once the REC closes. The steward will not be eligible to bid on any further withheld residual vacancies once the initial selection is made. If the steward chooses not to remain at the REC, he or she will be reassigned according to Section A.2 of the MOU.

In a dependent REC:

The steward will not be involuntarily reassigned from the section until the REC closes.

21. If a level 5 Group Leader selects, or is involuntarily reassigned to, a level 5 residual vacancy which requires learning a scheme, will the scheme training be on the clock?

Yes, when learning a scheme is required for the employee's initial selection. However, if the employee makes any subsequent selections, while still a REC employee, to positions requiring scheme training, the payment procedures in PO-402T, Scheme Training Instructor's Guide, will apply.

22. If an employee is reassigned to an office more than 50 miles from the closing REC, is the employee eligible for relocation benefits?

Eligibility for relocation benefits is not based on the distance between the losing and gaining installations. To qualify for relocation benefits, the distance between your

new place of assignment and your residence must be 50 miles greater than the distance between your former place of assignment and your residence.

For example: You currently commute 60 miles from your residence to the REC. Your new work place is 90 miles from your residence. The difference is 30 miles and you would not be eligible for relocation benefits.

However, if you currently commute 30 miles from your residence to the REC and your new work place is 90 miles from your residence, the difference of 60 miles does meet the distance requirement for relocation benefits.

23. How is the mileage measured for the purposes of determining eligibility for relocation benefits?

The mileage is measured as the driving distance using the most direct route.

24. Can career DCOs continue to request voluntary reassignment to contiguous installations under the procedures outlined in the MOU on Interaction of An Independent REC Site with Other Postal Operations?

Requests for voluntary reassignments under the MOU will continue. However, residual vacancies which are being withheld under Article 12 or withheld pending reversion under the TE agreement will not be available.

25. If an employee requests and is successful in obtaining a voluntary reassignment, will he/she receive saved grade?

An employee, who is successful in obtaining a voluntary reassignment under the MOU on Interaction of An Independent REC Site with Other Postal Operations, will be eligible for saved grade under the provisions of Article 4, Section 3, if the employee is voluntarily reassigned to a lower level.

Peter A. Sgro
Manager
Contract Administration, APWU

Cliff Guffey
Director, Clerk Division
American Postal Workers
Union, AFL-CIO

6/21/99
Date

cc: Area Managers, Labor Relations
REC Managers
Area HR Coordinators

Page 5 of 5

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

RE: REC CLOSINGS - MAINTENANCE CRAFT ONLY

The parties agree that whenever the Postal Service decides to close a Remote Encoding Center (REC) site, the following will apply:

A. Independent REC sites:

1. When an independent REC site is to be discontinued, the specific provisions in Article 12, Section 5.C.1, Discontinuance of an Independent Installation, of the collective bargaining agreement will apply, with the following additional provisions.

2. Once a determination is made to close an independent REC site, the Area will withhold sufficient residual vacancies in accordance with Article 12.5.C.1. As the ET workload diminishes, management may determine a need to reduce the number of ETs prior to closing a REC. At that time, management will determine the number of ETs excess to the needs of the REC site and communicate that number to the local APWU official. Management will implement the following procedures for reassigning the appropriate number of ETs out of the REC site when the decision is made:

   A. The withheld duty assignments will be made available to allow impacted career REC ET employees to select duty assignments.

   B. In addition to the withheld vacancies, any available residual Electronic Technician PS-9 vacancies in the local commuting area existing at the time of the offering will be made available for selection by the ETs in the REC site.
      Note: Available is defined as a residual vacancy that is not in the process of being filled by either transfer, new hire or other means.

   C. The ETs will be canvassed, by seniority, for their preferred selection of the available residual duty assignments. As soon as the number of ETs determined in 2. above has been reached, no other selections by junior ETs will be allowed.

   D. If a sufficient number of ETs do not voluntarily select from the available residual vacancies, then management will involuntarily reassign the ETs, by juniority, up to the number determined in 2. above. Veteran's preference eligible employees will be bypassed, if necessary, and will not be involuntarily reassigned to a lower level position until the REC site is closed.

E. Impacted Electronic Technicians who voluntarily reassign to lower level positions within the withholding District and/or Area during this process period, will receive saved grade under the provisions of Article 4, Section 3. If not qualified for the lower level position, these employees will be offered opportunity to qualify as outlined in MSS Handbook EL304, Qualifying for Transfers (April 1997, page 38). If accepted, release to the voluntary assignment will be consistent with operational needs of the REC.

F. When two (2) or more REC sites within an area are to be closed, maintenance service seniority will be used if competing for the same positions.

G. Employees will be afforded a minimum of thirty days before reporting to their new assignment.

5. Vacant duty assignments that are consistent with continuing operational needs will be posted for bid only for remaining REC maintenance career employees and the resulting residual duty assignments will be reverted, if appropriate.

6. If there comes a time during the phased closing of a REC when there is not sufficient work for Electronic Technicians prior to the actual closing of the REC, and the above procedures cannot be utilized, the procedures of Article 12, Section 5.C.5, Reduction in the Number of Employees in an Installation Other Than by Attrition, will apply. However, veteran's preference eligible employees will be bypassed, if necessary, and will not be involuntarily reassigned to a lower level position until the REC site is closed.

B. Dependent REC sites:

1. When a dependent REC site is to be discontinued, the specific provisions in Article 12, Section 5.C.4, Reassignment Within an Installation of Employees Excess to the Needs of a Section, of the collective bargaining agreement will apply, with the following additional provisions.

2. Once a determination is made to close a specific dependent REC site, all Electronic Technician (ET) duty assignments will be reviewed as they become vacant in that REC. Those duty assignments which are no longer needed for operational reasons will be reverted.

3. If it is determined that there is a need to excess outside the craft/installation, Article 12.5.C.5, Reduction in the Number of Employees in an Installation Other Than by Attrition, provisions will be followed. The Area will begin withholding vacancies in accordance with Article 12.5.C.5. Veteran's preference eligible employees will get priority placement to same level positions outside the craft and/or installation and will be bypassed on reassignments to lower level duty assignments.

This agreement is made for the specific circumstances described above and does not alter in any way any other provisions of the collective bargaining agreement. The parties agree that this understanding is without prejudice and will not be used in any forum other than to enforce the provisions within this document.

Peter A. Sgro
Manager
Contract Administration, APWU

for James W. Lingberg
Director, Maintenance Craft Division
American Postal Workers
Union AFL-CIO

Date: June 7, 1999

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

RE: REC CLOSINGS - TRANSITIONAL EMPLOYEES

The parties agree that whenever the Postal Service decides to close a Remote Encoding Center (REC) site, the following will apply to transitional employees on the rolls in that REC site only:

1. Impacted transitional employees who do not have an eligible rating on the 470 Test Battery will be given one opportunity to take the exam at the nearest district administering the 470 Test Battery.

2. When a plant needs to hire transitional employees in the Clerk Craft, consistent with the requirements of the TE I agreement, transitional employees from impacted RECs within commuting distance, who have submitted a written request to the plant manager, will receive consideration prior to hiring transitional employees under the current recruitment methods. The transitional employee must have an acceptable work, safety, and attendance record.

3. Transitional employees from impacted RECs will have the opportunity to transfer to other continuing RECs. The transitional employee requesting a transfer must have an acceptable work, safety, and attendance record. All expenses related to relocation will be borne by the employee. The Postal Service will not be held liable if the REC site the transitional employee transfers to is closed in the future.

4. The provisions in this agreement will be applied prospectively, beginning on the date of this agreement.

This agreement is made for the specific circumstances described above and does not alter in any way any other provisions of the collective bargaining agreement. The parties agree that this understanding is without prejudice and will not be used in any forum other than to enforce the provisions within this document.

Peter A. Sgro
Manager
Contract Administration, APWU

Date: 7/14/99

Cliff Guffey
Director, Clerk Craft Division
American Postal Workers Union,
AFL-CIO

Date: 7-14-99

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

RE: Closing Remote Encoding Centers (RECs) – Definition Of Contiguous Installations

The parties agree to modify the definition of contiguous existing postal installation as agreed in the August 10, 1995, Memorandum of Understanding (MOU) ONLY for data conversion operators (DCOs) who are employed in independent Remote Encoding Centers (RECs) that have been designated to close.

For eligible and qualified employees seeking transfer under the MOU Re: Interaction of an Independent REC Site with Other Postal Installations, contiguous installation will be defined as any postal installation/facility physically located in the same district, or within commuting distance of the closing REC, regardless of man-year size.

In addition, career employees in a closing REC will have immediate and ongoing (not just February and July) opportunities to express, in writing, their desire to be voluntarily reassigned to full-time and/or part-time positions for which they are eligible and qualified in any contiguous installation as defined above.

As in the previous agreement, the Postal Service will not be responsible for any relocation costs related to any voluntary reassignment under this MOU. All provisions of the "Interaction" MOU will apply when implementing the interaction agreement, with the exceptions as noted above.

Peter A. Sgro
Manager
Contract Administration
U.S. Postal Service

Moe Biller
President
American Postal Workers
Union, AFL-CIO

Date: 4/25/00

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

RE: REC CLOSINGS – DATA CONVERSION OPERATORS ONLY

The parties agree that whenever the Postal Service decides to close a Remote Encoding Center (REC) site, the Memoranda of Understanding on REC Closings will apply.

In addition, starting with the junior employee, impacted full-time data conversion operators may be involuntarily reassigned with their seniority, consistent with Article 12.5.B.9, to residual duty assignments in the same, higher, or lower level in APWU crafts in installations within 100 miles of the losing installation, or in more distant installations if after consultation with the Union it is determined that is necessary.

This agreement is made only for the specific circumstances described above and does not alter in any way any other provisions of the Collective Bargaining Agreement. The parties agree that this understanding is without precedent and prejudice to either party's position and will not be used in any forum other than to enforce the provisions within this document.

Peter A. Sgro
Manager
Contract Administration
U.S. Postal Service

Bill Burrus
President
American Postal Workers
Union, AFL-CIO

Date: 1/24/02

Memorandum of Agreement
Between The
United States Postal Service
And The
American Postal Workers Union, AFL-CIO

Re: Closure of Remote Encoding Centers (RECs)

The parties agree that the Memorandum of Understanding Re: Excessing shall not preclude the excessing of employees outside of the local commuting area of their installation (50 mile radius) when the excessing is necessary because of the closure of a Remote Encoding Center.

The requirements of Article 12 continue to apply to excessing covered by this Memorandum.

Anthony J. Vegliante
Vice President
Labor Relations
United States Postal Service

William Burrus
President
American Postal Workers Union,
AFL-CIO

Date: December 19, 2003

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

RE: SPECIAL DELIVERY MESSENGER/CLERK CRAFT MERGER

GENERAL PRINCIPLES

I. The underlying principle of this agreement between the United States Postal Service and the American Postal Workers Union, AFL-CIO, effecting a merger between the Clerk Craft and the Special Delivery Messenger Craft is the creation of more flexibility within the full time work force. The merger of these two crafts provides the opportunity for enhanced work flexibility by adjusting duty assignments in order to combine work previously performed by the separate crafts.

II. The current (November 2, 1994) Special Delivery Messenger (SDM) standard position description shall be appropriately revised to comply with these principles and the provisions of the implementation procedure and to indicate that the bargaining unit is the Clerk Craft and that the position title is Clerk/Special Delivery Messenger.

III. Upon the effective date of this merger agreement, Article 40 of the 1994 National Agreement, and the reference to SDMs found in Article 1, section 1, shall be deleted as a separate bargaining unit. In the next National Agreement, Article 1, Section 1, shall be annotated with the sentence, "The Special Delivery Messengers were merged into the Clerk craft by memorandum of understanding dated November 20, 1997." Further, the memorandum of understanding in the National Agreement requiring special delivery annual unit reviews will be deleted and the requirement eliminated after being used in Phase 3 of the Implementation Memorandum of Understanding (MOU) signed between the parties.

IV. A joint implementation committee shall be established at the National level with authority to ensure compliance with the principles and procedures agreed to in this MOU.

V. Following the signing of this merger agreement, all pending SDM Craft grievances regarding jurisdictional disputes shall be reviewed. All grievances rendered moot by the merger or implementation MOU shall be settled by agreement or closed by the APWU.

Moe Biller
President
American Postal Workers
Union, AFL-CIO

Joseph J. Mahon, Jr.
Vice President
Labor Relations
U.S. Postal Service

Robert L. Tunstall
Director, Clerk Division
American Postal Workers
Union, AFL-CIO

George N. McKeithen
Director, Special Delivery Division
American Postal Workers
Union, AFL-CIO

Date: 7/20/94

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

RE: SPECIAL DELIVERY MESSENGER/CLERK CRAFT MERGER IMPLEMENTATION PROCEDURE

The parties agree that the procedure outlined below shall be followed only for the purpose of effecting the merger of the Special Delivery Messenger (SDM) and Clerk Crafts and for the initial posting of duty assignments. Additionally, manual distribution and automation duties and responsibilities shall be added to the Special Delivery Messenger position description. Other appropriate modifications to the position description will be made in accordance with the requirements of this merger agreement. Any subsequent modifications shall be made as prescribed by the collective bargaining agreement. The Clerk/SDM position description, PS-5, shall be added to the list of positions contained in the Interlevel Bidding memorandum (National Agreement, pp. 362 and 363).

PHASE 1

The parties at the national level will review a list of former SDM employees who have been excessed to other crafts and provide them the opportunity to be reassigned back to the SDM craft as unassigned regulars if they choose prior to any merger action. If returned, the employees would retain the seniority previously attained in the craft augmented by intervening employment in the other craft. Once this is complete, all outstanding SDM vacant duty assignments, whether or not reverted or abolished, will be considered properly eliminated. All grievances related to these eliminated duty assignments, other than those that fall under jurisdictional disputes that will be reviewed in accordance with the general principles agreement (Section V), will be withdrawn by the APWU.

PHASE 2

All current Special Delivery Messengers will be merged into the Clerk Craft seniority list with their current seniority. They will be placed into the position description of Clerk/Special Delivery Messenger, PS 5. This merger also provides that work currently being performed by SDMs, other than the work being performed by those former SDMs brought back in Phase 1 above, shall be brought forward with them into the Clerk Craft. No transfer of other work is required by or through this merger, however, management may assign other appropriate work as it deems necessary. This transfer of work is only for the purpose of effecting the merger of the two crafts and does not serve as an admission or statement that any of the work is exclusive to the former Special Delivery Craft. Furthermore, this transition process does not prevent future reassignment of appropriate work, or employees, by management. At any time in the future after this merger is complete, if management deems it appropriate to reassign work or employees, it will do so in accordance with the appropriate collective bargaining agreement.

NOTE: For purposes of this section, current is defined as any current SDMs and any former SDMs brought back under Phase 1.

PHASE 3

A work load assessment will be made and duty assignments will be established taking into account the entire flexibility afforded due to the additions to the SDM position description. The existing SDM Unit Review process will be used as a guide in making this initial workload assessment. There is no requirement to establish geographical territories or routes as a result of the workload review, however, management may utilize geographical territories and/or routes at its exclusive discretion. The duty assignments established pursuant to this review will be based on the maximum flexibility allowed under the Clerk/SDM job description and will be established and filled in the following manner:

A. Clerk/SDM (Full-time SDM work) - Based on operational needs, consolidate delivery and collection duties and responsibilities that came forward in Phase 2 to the maximum extent possible into the most efficient and cost effective number of full-time Clerk/SDM duty assignments. The resulting full-time duty assignments (8 hour delivery and/or collection) will be posted for bid by Clerk/SDMs ONLY (former SDMs who were merged under Phase 2).

B. Clerk/SDM (Mixed Clerk/SDM work) - After maximizing efficiency through consolidations into full-time delivery/collection duty assignments, establish mixed duty assignments based on operational needs by combining residual delivery/collection work from A. with manual distribution/automation duties. Resulting mixed duty assignments will be posted for bid as follows:

1. Delivery/collection duties of more than 4 hours of an 8 hour assignment posted for bid by Clerk/SDMs ONLY (former SDMs who were merged under Phase 2).

NOTE: Any residual duty assignments from either A. or B.1. will be opened for bidding to all Clerk Craft employees.

2. Delivery/collection duties of 4 or less hours of an 8 hour assignment - posted for bid by all eligible Clerk Craft employees (including those former SDMs who were merged under Phase 2).

C. Unassigned - Any Clerk/SDMs who are not successful in obtaining a duty assignment through the procedure above will be considered unassigned Clerks and may bid on duty assignments or be placed in accordance with Article 37 (except that for purposes of Article 37.4.C.1.a(2) & (3), the time period will be extended to 180 days) or reassigned in accordance with Article 12, as necessary. During his/her time as unassigned Clerk, he/she may be used as appropriate under Article 37, Section 4. Article 37, Section 4.B. will be employed to assign those unassigned Clerks to appropriate work schedules before the expiration of the first 28 days after the date on which the employee becomes unassigned.

GENERAL PRINCIPLES

A. SENIORITY

1. Full-time SDMs will be merged into Clerk Craft seniority list with their current SDM seniority;

2. PTF SDMs will be merged into the manual/machine PTF rolls with their current SDM seniority.

3. After six months, seniority will be reviewed for possible adjustment.

B. POSTING AND BIDDING

1. The provisions of Article 37 shall apply for posting and bidding in all future appropriate circumstances.

2. On any particular day, local management may alter a scheduled Clerk/SDM assignment due to insufficient work in accordance with Article 7, Section 2.

C. RETURN OF CRAFT/EXCESSING

Following the merger, future excessing will comply with appropriate Article 12 provisions.

D. REPRESENTATION ENTITLEMENT - CURRENT SDM STEWARDS

For the remainder of the 1994 -1998 National Agreement, the number of SDM stewards in place shall not be reduced by this merger agreement. Upon implementation of the successor agreement to the 1994 -1998 National Agreement, the number of stewards will be set by the provisions of Article 17.

After the merger is complete and all former SDMs have been placed, the provisions of the collective bargaining agreement, as amended by the various memoranda of understanding will govern all future actions.

Robert L. Tunstall
Director, Clerk Division
American Postal Workers
Union, AFL-CIO

Samuel M. Pulcrano
Manager, Contract Administration
APWU/NPMHU
U.S. Postal Service

Date: 11/20/97

George N. McKeithen
Director, Special Delivery Division
American Postal Workers
Union, AFL-CIO

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

RE: SPECIAL DELIVERY MESSENGER/CLERK CRAFT MERGER

LABOR ISSUES
QUESTIONS & ANSWERS

This is follow up to the July 1 Joint APWU/USPS National Conference held in Washington, DC. regarding the November 20, 1997, Memorandum of Understanding between the USPS and APWU agreeing to merge the Special Delivery Messenger Craft into the Clerk Craft. This document summarizes the Questions and Answers submitted by both local APWU union officials and local USPS officials who attended the meeting.

This document was developed jointly by the APWU and USPS and reflects common understandings of the interpretation and application of the provisions of the MOU. As the provisions of the agreement are implemented, the parties will work together to address other issues of interpretation and application in order to minimize grievances and/or mis-application in the field.

If there are additional concerns and/or questions, please submit them to your appropriate official at the Area/Regional level.

GENERAL PRINCIPLES - Q & A's

1. What is meant in the General Principles MOU by "The merger of these two crafts provides the opportunity for enhanced work flexibility by adjusting duty assignments in order to combine work previously performed by the separate crafts?"

With the merger of the Special Delivery Messengers (SDMs) into the Clerk Craft, Clerk/SDM duty assignments can be made to allow for more flexibility because they are no longer considered to be two separate crafts. The MOU allows immediate assignment of Clerk duties to those Clerk/SDMs duties.

2. Does "within the full time work force" mean that this MOU only applies to full time duty assignments?

No. However, the USPS remains under the obligations of Article 7.3. as it applies to Employee Complements. Accordingly, as a result of the merger, no new Part-Time Regular duty assignments will be created.

3. Does this MOU carry an obligation to make all full time duty assignments after the merger?

No. Work load and work hours will determine the number of full time duty assignments.

4. How will the current Special Delivery Messenger (SDM) standard position description be revised to effect the merger and the enhanced flexibility?

In order to effectively merge the crafts, manual distribution/automation duties and responsibilities were added to the Special Delivery Messenger position description and the bargaining unit is now the Clerk Craft.

5. Will all the provisions of Article 40 be deleted from the contract?

Yes, Article 40 is effectively deleted as of the signing of the agreement. There is a note that will appear in Article 1.1., to memorialize the merger into the Clerk Craft. In the future, the Clerk/SDMs will be subject to the provisions of Article 37.

6. Will there continue to be Special Delivery Units, even though there will no longer be the obligation to do unit assignment annual reviews?

Although not required by the agreement, it is possible. Depending on the way in which the MOU is implemented locally, there may continue to be facilities that have a structure resembling a SDM "unit". For instance, if there is an area/unit where the messengers report for work and perform their distribution duties prior to delivering, and management determines this is the most efficient way in which to continue, then those Clerk/SDMs who retain duty assignments that entail delivery/collection will continue to work some of their time in a "unit".

7. What will be the purpose of the joint national implementation committee?

The joint implementation committee will ensure compliance with the principles and procedures agreed to in this MOU.

8. Who will review all pending SDM Craft grievances to determine if any have been rendered moot by the merger or implementation MOU?

The first review will be at the USPS Area & APWU Regional levels. The Area Senior Labor Relations Specialists should appoint a representative to discuss all outstanding grievances with the designated APWU official. After their review, any grievances that are still in dispute as to whether or not they are moot will be referred to the national level for review.

PHASE 1 - Q & A's

9. How will the former SDM employees excessed to other crafts be reassigned back to the SDM craft?

SDM employees who were excessed to other crafts should have been given a choice as to whether or not they wish to return to the craft. If they chose to return, they should have been reassigned back to the SDM craft on paper prior to the merger to the SDM Craft by personnel action via form 50 prior to the merger as unassigned regular SDMs. When merger is complete and review has

established duty assignments, they should be brought back in order to be able to bid for the duty assignments in the clerk craft. In the interim, they will continue to perform their current work, however, no work will be brought back to the SDM Craft or forward to the Clerk Craft by these excessed messengers.

10. What vacant duty assignments will be considered "properly eliminated"?

All SDM duty assignments that were vacated at any time prior to the November 20, 1997 signing of the merger document, except if a grievance was timely filed and if it contains a contention of a jurisdictional dispute over the work.

11. Do we need to submit a list of the people who have been excessed?

Each Area/District must send the solicitation sheets documenting that those identified excessed SDM employees were given an opportunity to return prior to the merger.

12. Did all SDMs that were excessed receive letters?

All SDMs on the provided lists should have received and responded to the solicitation letters in writing.

13. Do we offer an opportunity to return to a former SDM with driving restrictions?

Yes. If that former SDM elects to return to the SDM craft and cannot qualify for a Clerk/SDM assignment, then he/she will be subject to assignment within the clerk craft consistent with the clerk craft provisions.

14. What if someone requested to transfer out of the SDM craft, do we offer that former SDM an opportunity to come back?

No. Phase 1 only applies to involuntarily excessed SDMs.

15. What happens if an excess SDM decided to remain in the craft to which he/she was excessed?

That is his/her option, but as it states on the solicitation sheet, he/she will be subject to the rules of that craft for seniority.

16. We have one situation where the SDMs were excessed and a subsequent arbitration found that the excessing was improper. In applying the arbitration decision, some of the excessed SDMs voluntarily decided not to come back as part of implementation of the award, do they get opportunity to come back now?

No. Phase 1 only applies to involuntarily excessed SDMs. Once they opted to stay in the craft to which they were excessed, it became voluntary.

PHASE 2 - Q & A's

17: How will we merge seniority after coming over into the clerk craft?

We will merge the seniority lists based on current seniority.

18. What happens when a SDM and a clerk has the same seniority date?

If there is a tie, then Article 37.2.D.4.'s first tie breaker, "Total continuous postal career service in the Clerk Craft within the installation" will be applied. This will place any tied Clerk/SDM just below the Clerk he/she is tied with for purposes of seniority.

19. Will the full-time SDMs bring all seniority?

Yes, they are brought in with their current seniority for contract application purposes.

20. When can an SDM bid on Clerk duty assignments?

Beginning with postings July 18.

21. What about PTF SDMs?

Current PTF SDMs will be merged into the Clerk Craft as PTF Clerk/SDMs onto the Manual/Machine PTF roll. The work they were performing will be brought forward for purposes of the merger. It is possible that the PTF work could be consolidated with other work to establish a full-time delivery/collection or mixed duty assignment.

22. If a SDM is currently on detail, does that detail work comes over with him/her?

No.

23. What if full-time SDMs are currently doing Clerk work as part of their assignment?

For purposes of the merger ONLY, ALL work they are currently performing comes forward with them. That work will be considered when the workload assessment is made for purposes of establishing the most efficient and cost effective duty assignments.

24. There have been some SDMs who have retired or resigned since the signing of the agreement. Management reassigned that work load to other crafts or duty assignments. Is that part of the "current" work since it was SDM work as of the November 20 signing of the agreement?

If SDMs have retired/resigned or otherwise left their duty assignments between the signing of the agreement and the actual merger into the Clerk craft and that work was reassigned to other crafts or duty assignments, that work will not come over as part of the merger. However, if the APWU at the local level filed timely grievances claiming a jurisdictional violation, that grievance will continue to be processed through the Article 15 process. If the union did not file a timely grievance, then the issue is moot and the work stays where it was reassigned.

PHASE 3 - Q & A's

25. What workload will be assessed?

The current workload of the SDMs (as of the date of the July 4 merger) should be assessed using the unit assignment review as a guide. In assessing the workload, consideration should be given to consolidate delivery areas and work and to add manual distribution and/or automation duties to further maximize the efficiency of operations. The resulting number of Clerk/SDM duty assignments should be established based on combining all delivery and/or /collection duties brought forward with them into the most efficient number of full-time assignments.

26. In a unit review, if inefficiency is found that would normally be moved by management to another craft, do we take the work away before establishing duty assignments?

No - all work comes over, all work is assessed, all work is considered for the initial establishment of duty assignments.

27. After the work load assessment is complete, the duty assignments are established using all the work and the merger complete, how are future changes to operations accomplished?

After the merger is complete, any future changes affecting either operations, duty assignments or employees will be made in accordance with the applicable provisions of the collective bargaining agreement, as appropriate.

28. How long after the merger can assignments be adjusted and work moved?

There is no specific time period established to wait before making adjustments. The agreement states, ". . . At any time in the future. . . "'; as long as it is done in accordance with the contractual provisions.

29. Is it mandatory to have established routes for each full-time assignment?

No. There is no requirement to establish geographical territories or routes as part of a Clerk/SDM's duty assignment or as a result of the workload review. If lower than expected workload is experienced on any given day, local management may alter scheduled Clerk/SDM assignments and then reassign by seniority.

30. Is there a specific number of full-time duty assignments that are required to be established under Phase 3 of the agreement?

No, there is no pre-determined number of duty assignments that are required to be established.

31. What about duty assignments that require exactly 4 hours of delivery/collection and 4 hours of clerk?

These assignments are posted for bid for all Clerk Craft employees, including the former SDMs who have been merged in to the Clerk Craft.

32. The job description contains manual distribution. Does this mean schemes can be assigned to the Clerk/SDMs?

Yes

33. Why is the time period for Article 37.4.C.1.a.(2) & (3) extended?

This extension gives the former SDMs more time to bid on jobs.

34. Can the schedules of those Clerk/SDMs who became unassigned regular clerks after the awarding of duty assignments be changed?

Yes, as long as it is done within the first 28 days after becoming unassigned. Additional work schedule changes may be made, provided that such changes cannot be made effective until 180 days after the effective date of any previous change. (Article 37.4.B.)

35. How will Clerk/SDMs be scheduled for overtime, holidays, vacations, etc?

These issues should be addressed and resolved locally depending on where the Clerk/SDMs wind up, section, tour, etc.

36. Is this a viable position description that can be used in the future?

Yes, however, in the future posting of duty assignments will follow the provisions of the Employee and Labor Relations Manual (ELM), Section 234 & 235 for purposes of determining under which position description it will be posted.

37. How will the uniform allowance be administered?

The uniform allowance will continue to be administered in accordance with Section 932.11.a. of the Employee and Labor Relations Manual (ELM) as it applies to Special Delivery Messengers.

Robert L. Tunstall
Robert Tunstall
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Samuel M. Pulcrano
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George N. McKeithen
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Date: 8/7/98

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