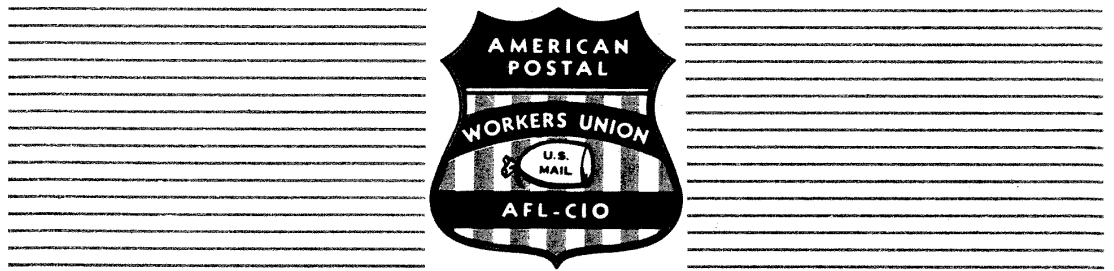


# National Collective Bargaining Agreement



**U.S. POSTAL SERVICE**



**AMERICAN POSTAL  
WORKERS UNION  
AFL-CIO**

JULY 20, 1971

JULY 20, 1973

**L WORKERS UNION (AFL-CIO)**

**OWEN H. SCHOON**  
President General Secretary-Treasurer

**CHESTER PARRISH**  
President, Motor Vehicle Craft

**MICHAEL CULLEN**  
President, Special Delivery Craft

★ ★  
**FORREST M. (Frosty) NEWMAN**  
Administrative Aide

**JOHN A. MORGEN**  
Executive Aide

**NATIONAL VICE PRESIDENT  
CLERK CRAFT**

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# National Collective Bargaining Agreement



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**AMERICAN POSTAL  
WORKERS UNION  
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**JULY 20, 1971**

**JULY 20, 1973**

## **MORATORIUM**

It is understood between the undersigned parties that immediately following the signing of the Agreement of July 20, 1971, there will be a moratorium placed upon the implementation of the Grievance and Discipline procedures contained therein. Said provisions will be implemented upon notice at each installation after there has been an opportunity for explanation at such installation of the intended workings and objectives of said provisions.

## **PREAMBLE**

This Agreement, (referred to as the 1971-73 U. S. P. S. National Agreement) is entered into as of the 20th day of July, 1971 by and between the United States Postal Service (hereinafter referred to as the "Employer") and the National Association of Letter Carriers, AFL-CIO; National Association of Post Office and General Services Maintenance Employees, AFL-CIO; National Post Office Mail Handlers, Watchmen, Messengers and Group Leaders Division of the Laborers' International Union of North America, AFL-CIO; National Association of Special Delivery Messengers, AFL-CIO; National Federation of Post Office Motor Vehicle Employees, AFL-CIO; National Rural Letter Carriers Association; and United Federation of Postal Clerks, AFL-CIO; (hereinafter referred to collectively as the "Unions").

## **ARTICLE I. UNION RECOGNITION**

**SECTION 1.** The Employer recognizes each of the unions designated below as the exclusive bargaining representative of all employees in the bargaining unit for which each has been certified and recognized at the national level.

National Association of Letter Carriers, AFL-CIO—City Letter Carriers.

National Association of Post Office and General Services Maintenance Employees, AFL-CIO—Maintenance Employees.

National Association of Special Delivery Messengers, AFL-CIO—Special Delivery Messengers.

National Federation of Post Office Motor Vehicle Employees, AFL-CIO—Motor Vehicle Employees.

National Rural Letter Carriers Association—Rural Letter Carriers.

United Federation of Postal Clerks. AFL-CIO—Postal Clerks.

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

**SECTION 2.** The employee groups set forth above do not include, and this Agreement does not apply to:

- A. Managerial and supervisory personnel;
- B. Professional employees;
- C. Employees engaged in personnel work in other than a purely non-confidential clerical capacity;
- D. Security guards as defined in Public Law 91-375. §1201 (2);
- E. All Postal Inspection Service employees;
- F. Christmas Casuals;
- G. Employees in public policy employment type programs such as Veterans Readjustment Employment Program.

**SECTION 3.** This Agreement does not apply to employees who work in other employer facilities which are not engaged in customer services and mail processing, previously understood and expressed by the parties to mean mail processing and delivery, including but not limited to Headquarters, Regional Office, Mail Bag Depositories and Repair Centers, Postal Data Centers, Postal Service Management Institute, Oklahoma Postal Training Operations, Postal Academies, Postal Academy Training Institute, Stamped Envelope Agency, Supply Centers, or Mail Equipment Shops.

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

**SECTION 5.** Each newly created position shall be assigned by the Employer to the national craft unit most appropriate for such position within thirty (30) days after its creation. Disputes arising out of such assignments shall be subject to the provisions of the grievance and arbitration procedure provided for herein. All Unions party to this Agreement shall be notified promptly by the Employer regarding assignments made under this provision.

## ARTICLE II. NON-DISCRIMINATION

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

## ARTICLE III. MANAGEMENT RIGHTS

**SECTION 1.** The Employer shall have the exclusive right subject to the provisions of this Agreement and consistent with applicable laws and regulations:

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

## ARTICLE IV. TECHNOLOGICAL AND MECHANIZATION CHANGES

Both parties recognize the need for improvement of mail service.

**SECTION 1.** The Unions party to this Agreement will be informed as far in advance of implementation as practicable of technological or mechanization changes which affect jobs including new or changed jobs in the area of wages, hours or working conditions.

**SECTION 2.** There shall be established at the National level a Joint Labor-Management Technological or Mechanization Changes Committee composed of an equal number of representatives of management and of the Union representatives. Notice to said Committee shall satisfy the notice requirements of the preceding paragraph. Upon receiving notice, said Committee shall attempt to resolve any questions as to the impact of the proposed change upon affected employees and if such questions are not resolved within a reasonable time after such change or changes are operational, the unresolved questions may be submitted by the Unions to arbitration under the grievance arbitration procedure.

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

Employees whose jobs are eliminated, if any, and who cannot be placed in a job of equal grade shall receive rate protection for a period not to exceed the term of this Agreement.

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

## **ARTICLE V. PROHIBITION OF UNILATERAL ACTION**

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

## **ARTICLE VI. NO LAYOFFS OR REDUCTION IN FORCE**

It is agreed by the Employer that no employees employed in the regular workforce will be laid off on an involuntary basis during this Agreement.

## **ARTICLE VII. EMPLOYEE CLASSIFICATIONS**

The following categories shall constitute the regular work force of the U.S. Postal Service.

A. Full-time.

B. Part-time.

Casual employees are those who may be utilized as a limited term supplemental work force, but may not be employed in lieu of full or part-time employees. Christmas casuals are limited to not more than twenty-one (21) days of employment during December. All other casuals are limited to a single annual term of casual employment not in excess of 90 continuous days.

### **SECTION 1. Definition and Use.**

A. Full-Time. Persons in this category shall be hired pursuant to such procedures as management may establish and shall be assigned to work schedules consisting of five 8-hour days in a service week.

B. Part-Time. Persons in this category shall be hired pursuant to such procedures as management may establish and are either assigned to regular schedules of less than forty (40) hours or have no fixed work schedules, but are available for work on a flexible work schedule during the course of a service week.

### **SECTION 2. Employment and Work Assignments.**

A. Normally work in different crafts, occupational groups or levels will not be combined into one job. However, in order to maximize full-time employment opportunities and provide necessary flexibility, management may after studied effort to meet its requirements by combining within craft or occupational groups, establish full-time or part-time scheduled assignments by including work within different crafts or occupational groups.

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

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

D. The number of casual employees who may be employed in any period, other than December, shall not exceed 8% of the total number of employees as covered by this Agreement, except as to employees employed pursuant to Public Policy Employment Type Programs.

**SECTION 3. Employee Complements.** The Employer shall man all post offices and facilities with 200 or more man years of employment with 90% full-time employees within six (6) months from July 1, 1971, with the exception of the seventy-eight (78) largest post offices that include all post offices larger than Grand Rapids, Michigan as to which such manning shall be completed by June 30, 1972. The Employer shall maximize the number of full-time employees and minimize the number of part-time employees who have no fixed work schedules in all Post Offices.

**SECTION 4. Exclusions.** This Article does not apply to rural letter carriers or replacements, as to whom current practices and policies shall apply.

## **ARTICLE VIII. HOURS OF WORK**

**SECTION 1. Work Week.** The work week for full-time regulars shall be forty (40) hours per week, eight (8) hours per day within ten (10) consecutive hours. Shorter work weeks will, however, exist as needed for part-time regulars.

### **SECTION 2. Work Schedules.**

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

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

C. The employee's normal work week is five (5) service days, each consisting of eight (8) hours within ten (10) con-

secutive hours. As far as practicable, the five days shall be consecutive days within the service week.

**SECTION 3. Exceptions to the Above.** The above shall not apply to part-time, road duty or rural carrier employees.

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

B. Road duty employees work tours will be continued as presently in effect.

C. Rural carrier employees will be scheduled on the basis of six (6) days in a normal work week. The service day will be based on the evaluation of the route.

### **SECTION 4. Overtime Work.**

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

B. Overtime shall be paid to employees for work performed only after eight (8) hours on duty in any one service day or forty (40) hours in any one service week.

Nothing in this section shall be construed by the parties or any reviewing authority to deny the payment of overtime to employees for time worked outside of their regularly scheduled work week at the request of the Employer.

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

**SECTION 5. Overtime Assignments.** Overtime work shall be required on the basis of need—when it is needed, where it is needed, how it is needed and the skills required and shall be scheduled on an equitable basis among qualified employees doing similar work in the work location where the employees regularly work.

**SECTION 6. Sunday Premium Payment.** Each employee whose regular work schedule includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday shall

be paid extra compensation at the rate of 25 per cent of his hourly rate of basic compensation for each hour of work performed during that period of service.

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

**SECTION 8. Guarantees.** An employee called in outside his regular work schedule shall be guaranteed a minimum of four (4) hours of work or pay in lieu thereof where less than four (4) hours of work is available. Such guaranteed minimum shall not apply to an employee called in who continues working on into his regularly scheduled shift.

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

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

## **ARTICLE IX. SALARIES AND WAGES**

**SECTION 1. Salary Increases.** The annual salary, with proportional application to hourly rate employees, for all grades and steps for those employees covered under the terms and conditions of this Agreement shall be increased as follows:

Effective July 20, 1971—\$250 per annum.

Effective October 20, 1971 an additional amount of \$250 per annum.

Effective January 20, 1972 an additional amount of \$250 per annum.

Effective July 20, 1972 an additional amount of \$250 per annum.

Effective January 20, 1973 an additional amount of \$250 per annum.

**A.** Employees covered under the terms and conditions of this Agreement shall be given a cost-of-living allowance effective July 1, 1972, based on the Consumer Price Index, and not to exceed \$160 per annum. The formula for application of such a cost-of-living allowance shall be in accordance with this Article, Section 2.

**B.** The U. S. Postal Service will adjust the rural letter carriers salary rate schedule, including the heavy duty schedule, in accordance with the formula and procedure used in prior years.

**C.** There shall be in addition to the above increase in the wage schedule a one-time payment for those employees covered under the terms and conditions of this Agreement who were employed on January 20, 1971, and were continuously employed through the effective date of this Agreement, the sum of \$300 based on full-time employment. For those employees who have been paid for less than 1004 hours for the above six-month period, there shall be a proportional payment made based on their number of hours worked.

For those employees that have been employed by the U. S. Postal Service subsequent to January 20, 1971, will be paid the one-time payment based on the above 1004 hours formula from the date of hire through July 20, 1971.

Employees who have entered into full-time military service subsequent to January 20, 1971, will be paid the one-time payment based on the 1004 hours formula, for the period from January 20, 1971 to the date of entry into the military service.

**D.** The implementation of the above rate increases, including the one-time payment, will be put into effect for the earliest pay period administratively possible.

### **SECTION 2. Cost of Living**

**A.** Effective the third pay period beginning on or after July 1, 1972, and thereafter during the period of this Agreement, each employee covered by this Agreement shall receive a cost-of-living adjustment, upward, as set forth in this Article.

**B.** The amount of the cost-of-living adjustment shall be determined as provided below on the basis of the Consumer Price Index for Urban Wage Earners and Clerical Workers

published by the Bureau of Labor Statistics, United States Department of Labor (1967=100) and referred to herein as the "Index".

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

D. **Effective Date of Adjustment:** Third Pay Period beginning on or after July 1, 1972, and shall continue in effect to and including June 30, 1973. Based on the difference between the Index for June 1971 and the Index for June 1972.

E. Pay scales in effect at the commencement of this Agreement shall be adjusted 1¢ per hour for each full 0.4 change in the Index for the adjustment indicated in Section 2A. Such adjustment shall not exceed \$160.00 per year.

F. The cost-of-living adjustment shall not become a fixed part of the Postal Service Salary Schedule and in no event will a decline in the twelve-month computation of Indexes provide the basis for a reduction in the Postal Service Salary Schedule.

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

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

I. Continuance of the cost-of-living adjustment shall be contingent upon the continued availability of the official monthly Index in its present form and calculated on the same basis as the Index for June 1971. If the Bureau of Labor Statistics changes the form or basis of calculating the Index, the parties agree to request the Bureau to make available, for the life of this Agreement, a monthly Index in its present form and calculated on the same basis as the Index for June 1971.

**SECTION 3. Application of Salary Rates.** The Employer shall continue the current application of salary rates for the duration of the Agreement.

**SECTION 4. Granting Step Increases.** The Employer will continue the program on granting step increases for the duration of this Agreement.

**SECTION 5. Protected Salary Rates.** The Employer shall continue the current salary rate protection program for the duration of the Agreement.

## ARTICLE X. LEAVE

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

## ARTICLE XI. HOLIDAYS

**SECTION 1. Holidays Observed.** The following nine days shall be considered holidays for full-time and part-time regular schedule employees, hereinafter referred to in this Article as "employees": New Year's Day; Washington's Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day, and Christmas Day.

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

### SECTION 3. Payment.

A. An employee shall receive holiday pay at his basic hourly straight time rate for a number of hours equal to his regular daily working schedule, not to exceed eight hours.

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

### SECTION 4. Holiday Work.

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

B. An employee required to work on Christmas shall be paid one and one-half (1-½) times the basic hourly straight



time rate for each hour worked in addition to the holiday pay to which he is entitled as above described.

**SECTION 5. Holiday on Non-Work Day.**

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

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

**SECTION 6. Holiday Schedule.** The Employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Wednesday preceding the service week in which the holiday falls. An employee scheduled to work on a holiday who does not work shall not receive holiday pay, unless such absence is based on an extreme emergency situation and is excused by the Employer.

**SECTION 7. Rural Carriers.** A rural carrier whose regular scheduled workday falls on a holiday will not be required to work and will be paid at his daily rate for that day. When a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Sections 2 through 6 shall not apply to Rural Carriers.

**SECTION 8. Part-Time Employees.** A part-time flexible schedule employee shall not receive holiday pay as such. He shall be compensated for the nine (9) holidays by basing his regular straight time hourly rate on his annual rate divided by 2008 hours.

For work performed on December 25, a part-time flexible schedule employee shall be paid, in addition to his regular straight time hourly rate, one-half (½) times his regular straight time hourly rate for each hour worked up to eight (8) hours.

## **ARTICLE XII. SENIORITY**

**SECTION 1. Probationary Period.**

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

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

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

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

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

**SECTION 2. Principles of Seniority, Posting and Reassignments.**

**A.** The parties agree to abide by the terms and conditions of Article XII (Reassignments), Article XIII (Assignment of Ill or Injured Regular and Substitute Employees), Article XXII (Posting), and the Supplemental Agreements on Seniority, as stated in the Agreement between the United States Post Office Department and the seven national exclusive unions, contained in POD Publication 53, dated March 9, 1968, with the following understanding:

To insure a more efficient and stable workforce, an employee may be designated a successful bidder no more than five times during the duration of this Agreement, unless such bid:

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

**B.** Rural carriers are covered by the provisions of A. above, except with respect to those seniority provisions in Section 1007 of the Postal Reorganization Act which are intended to prevail.

### **SECTION 3. Intent.**

**A.** The parties recognize that it is impractical to set forth in this Agreement all the matters relating to local implementation of the above seniority provisions of this Agreement, and that, in some cases, it may be necessary for the local parties to incorporate local implementation in memoranda of understanding. Such understandings, however, shall neither conflict with this Agreement, nor deprive an employee of any rights or benefits provided for under this Agreement. Such local memoranda of understanding shall be subject to the grievance and arbitration procedure.

**B.** Because of the importance of seniority, reassignments, and posting to both the Employer and the Unions, the parties agree to establish a joint committee to study the complexity and interrelationships of the issues, to define the differences, and to recommend alternatives for consideration of both parties at least sixty (60) days prior to the termination of this Agreement.

**ARTICLES ON REASSIGNMENTS, ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES, POSTING AND SENIORITY SUPPLEMENTAL AGREEMENTS HAVE BEEN INTERPRETED BY THE APWU TO COMPLY WITH THE LANGUAGE CHANGES OF THE 1971 WORKING AGREEMENT.**

## **ARTICLE XII, ARTICLE XIII, ARTICLE XXII and Supplemental Agreement on Seniority REASSIGNMENTS**

**Note.** Part-time with fixed schedule employees assigned in the craft unit shall be considered to be in a separate category. Although all provisions of this Agreement (except those specifically stated not to be applicable) are also applicable to part-time with fixed schedule employees, those provisions shall applicable only within their own category.

## **SECTION I: LETTER CARRIER CRAFT; MAINTENANCE CRAFT; MAIL HANDLER CRAFT; SPECIAL DELIVERY MESSENGER CRAFT; RURAL CARRIER CRAFT; MOTOR VEHICLE CRAFT.**

**A. Basic Principles and Reassignments.** When it is proposed to:

1. Discontinue an independent installation;
2. Consolidate an independent installation (i.e., discontinue the independent identity of an installation by making it part of another and continuing independent installation);
3. Transfer a classified station or classified branch to the jurisdiction of another installation or make it an independent installation;
4. Reassign within an installation employees excess to the needs of a section of that installation;
5. Reduce the number of full-time regular and part-time flexible employees of an installation other than by attrition;
6. Centralized mail processing and/or delivery installation other than a new one;
7. Reassignment—motor vehicle;
8. Reassignment of part-time flexible employees (excluding part-time with fixed schedule); such actions shall be subject to the following principles and requirements.

### **B. Principles and Requirements.**

1. Dislocation and inconvenience to full-time regular employees, and part-time employees with flexible schedules shall be kept to the minimum consistent with the needs of the service. In the Maintenance Craft this will apply to full-time regular and part-time with fixed schedule employees.

2. The Regional Postmaster Generals shall give full consideration to withholding sufficient full-time regular and part-time flexible positions within the area for full-time regular and part-time flexible employees who may be involuntarily reassigned.

3. No full-time regular or part-time flexible employee shall be allowed to displace, or "bump," another full-time regular or part-time flexible employee properly holding a position or duty assignment. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

4. Unions having national exclusive recognition for the crafts or occupational groups affected shall be notified in advance (as much as six months whenever possible), such

notification to be at the regional level, except under A4 above, which shall be at the local level.

5. Full-time regular or part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, will be governed by the standardized Government travel regulations as set forth in POD Methods Handbook M-9, "Travel."

6. Any full-time regular or part-time flexible employee volunteering to accept reassignment to another craft or occupational group, another branch of the postal service, or another installation shall start a new period of seniority beginning with such assignment, except as provided herein. In the Maintenance Craft only this shall apply to part-time with fixed schedule employees.

7. Whenever changes in mail handling patterns are undertaken in an area including one or more postal installations with resultant successive reassignments of mail handlers from those installations to one or more central installations, the reassignment of mail handlers shall be treated as details for the first 180 days in order to prevent inequities in the seniority lists at the gaining installations. The 180 days is computed from the date of the first detail of a mail handler to the central, consolidated or new installation in that specific planning program. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous service as a full-time regular or part-time flexible employee in the same craft.

8. In determining seniority of special delivery messengers who receive career status under Civil Service Regulation 3.101, that period of continuous service as a special delivery messenger prior to obtaining career status shall be included.

9. Whenever in this Agreement provision is made for reassignments, it is understood that any full-time regular or part-time flexible employee reassigned must meet the qualification requirements of the position for which reassigned. In the Maintenance Craft only this shall apply to part-time with fixed schedule employees.

10. This Agreement is effective only in relation to full-time regular or part-time flexible employees in the crafts and occupations exclusively represented at the national level by the

signatory unions. In the Maintenance Craft only this shall apply to part-time with fixed schedule employees.

11. This Agreement does not apply to rural carriers, except as specifically stated herein.

12. It is understood that any full-time regular or part-time flexible employee here under entitled to a specific placement may exercise such entitlement only if no other full-time regular or part-time flexible employee has a superior claim hereunder to the same position. In the Maintenance Craft only this shall apply to part-time with fixed schedule employees.

13. a. Surplus U.S. Postal Service employees. Surplus U.S. Postal Service employees from nonmail processing and nonmail delivery installations, regional offices, the U.S. Postal Service headquarters or from other federal departments or agencies shall be placed at the foot of the part-time flexible roll and begin a new period of seniority effective the date of reassignment.

b. Former full-time regular post office mail handlers who were reassigned to mail bag repair centers and depositories on or before July 1, 1956, and who since such reassignment have been continuously employed in the same center or depository and subsequent to March 31, 1965:

(1) When such an employee is declared excess and is returned to the mail handler craft in the same installation from which he was reassigned, his seniority shall be the same as for continuous service in the craft and installation.

(2) Should such an employee who is not excess volunteer to be returned to the installation in place of a junior excess employee, his seniority in the mail handler craft and installation will be that of the junior excess employee.

(3) If such an employee voluntarily transfers to his former installation he shall begin a new period of seniority.

c. The seniority of maintenance employees transferred from the Post Office Department to the General Services Administration July 1, 1950, under Reorganization Plan 18 and later returned to the Maintenance Craft of the Post Office Department, is established by excluding their employment for the General Services Administration.

**C. Special Provisions on Reassignments.** In addition to the general principles and requirements above specified, the following specific provisions are applicable:

## **1. Discontinuance of an Independent Installation.**

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

b. Involuntary reassignment of full-time regular employees with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the discontinued installation, or in more distant installations, if after discussion with the affected union(s), it is determined that it is necessary. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees. The U.S. Postal Service will designate such installations for the reassignment of excess full-time employees. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees. When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.

c. Involuntary reassignment of full-time regular employees for whom discussion did not provide for placement under C.1.b. above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments under (1) and (2) below, whichever is lesser:

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

(2) The seniority he had in the craft from which reassigned. The 5-year rule does not apply. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

d. Involuntary reassignment of part-time flexibles with seniority in any vacancy in the same craft or occupational group at any installation within 100 miles of the discontinued installation or in more distant installations, if after discussion with the affected union(s) it is determined that it is necessary, the U.S. Postal Service will designate such installations for the reassignment of the part-time flexibles.

e. Involuntary reassignment of part-time flexibles for whom discussion did not provide for placement under C.1.d. above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level at

the foot of the existing part-time flexible roster at the receiving installation and begin a new period of seniority.

f. Full-time regular employees for whom no full-time vacancies are available by the time the installation is discontinued shall be changed to part-time flexibles in the same craft and placed as such, but shall for six months retain placement rights to full-time regular vacancies developing within that time within any installation within 100 miles of the discontinued installation, or in more distant installations, if after discussion with affected union(s) it is necessary, the U.S. Postal Service will designate such installations for the reassignment of excess full-time regular employees on the same basis as if they had remained full-time regular employees. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees. In the Maintenance Craft any part-time with fixed schedule employee for whom no vacancy exists will become an unassigned part-time with fixed schedule employee.

g. Employees, full-time regular or part-time flexible involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level, craft or occupational group from which reassigned.

## **2. Consolidation of an Independent Installation.**

a. When an independent postal installation is consolidated with another postal installation, each employee, full-time regular or part-time flexible shall be involuntarily reassigned to the continuing installation without loss of seniority in his craft or occupational group. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

b. Where reassignments under 2.a. preceding result in an excess of employees in any craft or occupational group in the continuing installation, identification and placement of excess employees shall be accomplished by the continuing installation in accordance with the provisions of this Agreement covering such situations.

c. If the consolidated installation again becomes an independent installation, each employee, full-time regular or part-time flexible whose reassignment was necessitated by the previous consolidation shall be entitled to the first vacancy in the reestablished installation in the level and craft or occupation group held at the time the installation was discontinued.

ued. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

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

a. When a classified station or classified branch is transferred to the jurisdiction of another installation or made an independent installation, all full-time regular employees shall, at their option, remain with the classified station or classified branch without loss of seniority, or remain with the installation from which the classified station or classified branch is being transferred. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

b. A realistic appraisal shall be made of the number of employees by crafts or occupations who will be needed in the station after transfer, and potential vacancies within these requirements created by the unwillingness of employees to follow the station to the new jurisdiction shall be posted for bid on an office-wide basis in the losing installation.

c. If the postings provided in paragraph 3.b., preceding, do not result in sufficient employees to man the transferred classified station or classified branch, junior employees, by craft or occupational group on an installation-wide seniority basis in the losing installation, shall be involuntarily reassigned to the classified station or classified branch and each employee thus involuntarily reassigned shall be entitled to the first vacancy in his level and craft or occupational group in the installation from which transferred.

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

a. The identification of assignments comprising for this purpose a section shall be determined locally by negotiations between the installation head and the local affiliate of the union having national exclusive recognition for the craft and occupational group. If no sections are established immediately by negotiation the entire installation shall comprise the section.

b. Full-time regular employees, excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft and occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be

assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. Their preference is to be considered if more than one such assignment is available. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

c. Such reassigned full-time regular employee retains the right to retreat to the section from which withdrawn only upon the occurrence of the first residual vacancy in his salary level after employees in the section have completed bidding. Such bidding in the section is limited to employees in the same level as the vacancy. Failure to bid for the first available vacancy will end such retreat right. The right to retreat to the section is optional with the employee who has retreat rights with respect to a vacancy in a lower salary level. His failure to exercise the option does not terminate his retreat rights in the salary level in which he was reassigned away from the section. In the Maintenance Craft only this shall apply to part-time with fixed schedule employees.

d. The duty assignment vacated by the reassignment of the junior full-time regular employee from the section shall be posted for bid of the full-time regular employees in the section. If there are no bids, the junior remaining unassigned full-time regular employee in the section shall be assigned to the vacancy. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

e. A rural carrier becoming a city carrier upon the conversion of a rural route to city delivery shall permanently assume seniority one day junior to that of the junior full-time regular city carrier or shall retain his own seniority, whichever is lesser.

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

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

(1) Shall determine by craft and occupational group the number of excess employees.

(2) Shall, to the extent possible, minimize the impact on full-time regular or part-time flexible employees by separation of all casuals, postal assistants, employees doing bargaining unit work and not in one of the bargaining units, etc.

(3) Shall, to the extent possible, minimize the impact on

full-time regular positions by reducing part-time (flexible and fixed schedule) hours.

(4) Shall identify as excess the necessary number of junior full-time regular employees in the salary level, craft and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time regular employees who meet the minimum qualifications for vacant assignments in other crafts in the same installation; involuntarily reassign them (except as provided for letter carriers and special delivery messengers and vehicle service employees in section C.5.b., below) in the same or lower level with seniority, whichever is the lesser of:

(a) one day junior to the seniority of the junior full-time regular employee in the same level and craft or occupational group in the installation to which assigned, or

(b) the seniority he had in the craft from which reassigned. The 5-year rule does not apply. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

(5) He shall be returned at the first opportunity to the craft from which he was reassigned.

(6) When returned, he retains seniority previously attained in the craft augmented by his intervening employment in the other craft.

(7) The right of election by a senior employee provided in paragraph b(3) below is not available for this cross-craft reassignment within the installation.

b. Reassignments to other installations after making reassignments within the installation:

(1) Involuntarily reassign such excess full-time regular employees starting with the junior with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the losing installation, or in more distant installations if after discussion with the affected union(s) it is determined that it is necessary, the U.S. Postal Service will designate such installations for the reassignment of the excess full-time regular employees. However:

(a) Whenever full-time regular PS-5 letter carrier routes are transferred from one installation to another,

the full-time regular letter carriers whose complete routes are transferred shall have the option of transferring with their routes with seniority one day junior to the junior full-time regular letter carrier in the gaining office, or their own seniority, whichever is lesser.

(b) Whenever any full-time regular or part-time flexible duty assignments in the motor vehicle craft are discontinued in an installation and there is an excess in a position designation and salary level, the excess shall be adjusted to the maximum extent possible by making voluntary reassignments to vacant motor vehicle craft positions in installations within 100 miles unless the employee applies for a vacancy in a more distant installation. Senior qualified applicants for such vacant positions shall be reassigned. When reassignment is in the same designation and salary level the reassigned employee retains his seniority.

(c) When the entire Special Delivery Messenger unit is moved from one independent installation to another and all Special Delivery territory is transferred, the Special Delivery Messengers will be reassigned in gaining unit with full seniority credit for all seniority gained in craft and installation. When less than the entire Special Delivery Messenger unit is transferred and it is necessary to reassign one or more Special Delivery Messengers to the gaining installation, senior Special Delivery Messengers shall be given option for reassignment. If no Special Delivery Messenger elects to be reassigned, the junior Special Delivery Messenger shall be reassigned.

(2) Involuntarily reassign full-time regular employees for whom discussion did not provide for placement under b(1) above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments whichever is lesser of:

(a) one day junior to the seniority of the junior full-time regular employee in the same level and craft or occupational group in the installation to which assigned, or

(b) the seniority he had in the craft from which reassigned. The 5-year rule does not apply. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

(3) Any senior employee in the same craft or occupational group in the same installation may elect to be reassigned to the gaining installation and take the seniority of the senior full-time regular employee subject to involuntary reassignment. Such senior employees who accept reassignment to the gaining installation do not have retreat rights. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

(4) When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.

(5) A full-time regular employee shall have the option of changing to part-time flexible in the same craft or occupational group in lieu of involuntary reassignment. This does not pertain to part-time with fixed schedule employees in the Maintenance Craft.

(6) Employees involuntarily reassigned under b(1) and (2) above, other than senior employees who elect to be reassigned in place of junior employees, shall be entitled at the time of such reassignment to file a written request to be returned to the first vacancy in the level in the craft or occupational group in the installation from which reassigned, and such request shall be honored so long as he does not withdraw it or decline to accept an opportunity to return in accordance with such request.

**6. Centralized Mail Processing and/or Delivery Installation (Mail Handler Craft Only).**

a. When the operations at a centralized installation or other mail processing and/or delivery installation result in an excess of full-time regular mail handlers at another installation(s), full-time regular mail handlers who are excess in a losing installation(s) by reason of the change, shall be reassigned as provided in C.5.b., such reassignments shall be treated as details for the first 180 days to avoid inequities in the selection of preferred duty assignments by full-time regular mail handlers in the gaining installation.

b. Previously established preferred duty assignments which become vacant before expiration of the detail period must be posted for bid and awarded to eligible full-time regular mail handlers then permanently assigned in the gaining installation. Excess part-time flexible mail handlers may be reassigned as provided for in section C.8.

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

**7. Reassignments—Motor Vehicle.**

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

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

c. When vehicle operations are changed by transfer from one installation to another, new full-time regular and part-time flexible craft positions shall be posted for applications in losing installation by full-time regular and part-time flexible employees in the craft, respectively. Senior qualified applicants shall be reassigned without loss of seniority, but not to exceed the number of excess employees in the losing installation.

d. After all reassignments have been made to the gaining installation, pursuant to sections a, b, and c, the new full-time regular assignments in the gaining installation shall be posted for bids.

e. If, after establishment of a new installation, operations result in further excess at losing installation(s), the procedures in sections a, b, c, and d, above, apply to reassign senior applicants from the losing installation(s) to positions in the new installation.

**8. Reassignment—Part-Time Flexible Employees (Other Than Motor Vehicle).** Where there are part-time flexible employees

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

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

b. An excess part-time flexible employee reassigned to the same craft in another installation shall be placed at the foot of the part-time flexible roll. Upon his change to full-time regular from the top of the part-time flexible roll his seniority for preferred assignments shall include the seniority he had in the losing installation augmented by his part-time flexible service in the gaining installation.

c. A senior part-time flexible in the same craft or occupational group in the same installation may elect to be reassigned in another installation in the same or another craft and take the seniority (if any) of the senior excess part-time flexible being reassigned, as set forth in a and b, above.

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

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

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

g. The right to return is dependent upon a written request made at the time of reassignment from the losing installation and such request shall be honored unless it is withdrawn or an opportunity to return is declined.

## **SECTION II: CLERK CRAFT.**

**A. Basic Principles and Reassignments.** When it is proposed to:

1. Discontinue an independent installation;
2. Consolidate an independent installation (i.e., discontinue the independent identity of an installation by making it part of another and continuing independent installation);
3. Transfer a classified station or classified branch to the jurisdiction of another installation or made an independent installation;
4. Reassign within an installation employees excess to the needs of a section of that installation;
5. Reduce the number of full-time regular and part-time flexible employees of an installation other than by attrition;
6. Reduce RPO, HPO employment, including employment in mobile stations;
7. Centralized mail processing and/or delivery installation (New and Old);
8. Reassignment—part-time flexibles; such actions shall be subject to the following principles and requirements:

### **B. Principles and Requirements.**

1. Dislocation and inconvenience to full-time regular employees and part-time employees with flexible schedules affected shall be kept to the minimum consistent with the needs of the service.
2. The Regional Postmaster Generals shall give full consideration to withholding sufficient full-time regular or part-time flexible positions within the area for full-time regular or part-time flexible employees who may be involuntarily reassigned.
3. No full-time regular or part-time flexible employee shall be allowed to displace, or "bump" another employee properly holding a position or duty assignment.
4. Unions having national exclusive recognition for the crafts or occupational groups affected shall be notified in advance (as much as six months whenever possible), such notification to be at the regional level, except under A4 above, which shall be at the local level.
5. Full-time regular or part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement.



for movement of household goods, as appropriate, if legally payable, will be governed by the standardized Government travel regulation as set forth in POD Methods Handbook M-9, "Travel."

6. Any full-time regular or part-time flexible employee volunteering to accept reassignment to another craft or occupational group, another branch of the postal service, or another installation shall start a new period of seniority beginning with such full-time regular or part-time flexible assignment, except as provided herein.

7. Whenever changes in mail handling patterns are undertaken in an area including one or more postal installations with resultant successive reassignments of personnel from those installations to one or more central installations, such reassignments shall be treated as details for the first 180 days in order to prevent inequities in the seniority list at the gaining installations. The 180 days is computed from the date of the first detail of an employee to the central, consolidated or new installation in that specific planning program.

8. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous service as a full-time regular or part-time flexible in the same craft.

9. Whenever in this Agreement provision is made for reassignments, it is understood that any full-time regular or part-time flexible employee reassigned must meet the qualification requirements of the positions to which reassigned.

10. This Agreement is effective only in relation to full-time regular or part-time flexible employees in the crafts and occupations exclusively represented at the national level by the signatory employee unions.

11. This Agreement does not modify the provisions of Section C.6. of this Article. "Reduce RPO or HPO Employment, Including Employment in Mobile Stations."

12. It is understood that any employee entitled hereunder to a specific placement may exercise such entitlement only if no other employee has a superior claim hereunder to the same position.

13. Surplus U.S. Postal Service employees—Surplus U.S. Postal Service employees from nonmail processing and nonmail delivery installations, regional offices, the U. S. Postal Service headquarters or from other federal departments or agencies shall be placed at the foot of the part-time flexible roll and

begin a new period of seniority effective the date of reassignment.

**C. Special Provisions on Reassignments.** In addition to the general principles and requirements above specified, the following specific provisions are applicable:

**1. Discontinuance of an Independent Installation.**

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

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

c. Involuntary reassignment of full-time regular employees for whom discussion did not provide for placement under C.1.b. above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments under (1) and (2) below, whichever is lesser:

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

(2) The seniority he had in the craft from which reassigned. The 5-year rule does not apply.

d. Involuntary reassignment of part-time flexibles with seniority in any vacancy in the same craft or occupational group at any installation within 100 miles of the discontinued installation or in more distant installations, if after discussion with the affected union(s) it is determined that it is necessary, the U.S. Postal Service will designate such installations for the reassignment of the part-time flexibles.

e. Involuntary reassignment of part-time flexibles for whom discussion did not provide for placement under C.1.d.

above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level at the foot of the existing part-time flexible roster at the receiving installation and begin a new period of seniority.

f. Full-time regular employees for whom no full-time regular vacancies are available by the time the installation is discontinued shall be changed to part-time flexibles in the same craft and placed as such, but shall for six months retain placement rights to full-time regular vacancies developing within that time within any installation within 100 miles of the discontinued installation, or in more distant installations, if after discussion with affected unions it is determined that it is necessary, the U.S. Postal Service will designate such installations for the reassignment of excess full-time regular employees on the same basis as if they had remained full-time regular employees.

g. Employees, full-time regular or part-time flexibles involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level, craft or occupational group from which reassigned.

## **2. Consolidation of an Independent Installation.**

a. When an independent postal installation is consolidated with another postal installation, each full-time regular and part-time flexible employee, shall be involuntarily reassigned to the continuing installation without loss of seniority in his craft or occupational group.

b. Where reassignments under 2.a. preceding result in an excess of employees in any craft or occupational group in the continuing installation, identification and placement of excess employees shall be accomplished by the continuing installation in accordance with the provisions of this Agreement covering such situations.

c. If the consolidated installation again becomes an independent installation, each full-time regular and part-time flexible whose reassignment was necessitated by the previous consolidation shall be entitled to the first vacancy in the reestablished installation in the level and craft or occupational group held at the time the installation was discontinued.

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

a. When a classified station or classified branch is transferred to the jurisdiction of another installation or made an independent installation, all full-time regular employees shall, at their option, remain with the classified station or classified branch without loss of seniority, or remain with the installation from which the classified station or classified branch is being transferred.

b. A realistic appraisal shall be made of the number of full-time regular employees by craft or occupations who will be needed in the station after transfer, and potential vacancies within these requirements created by the unwillingness of employees to follow the station to the new jurisdiction shall be posted for bid on an office-wide basis in the losing installation.

c. If the postings provided in paragraph 3.b., preceding, do not result in sufficient full-time regular employees to man the classified station or classified branch, junior full-time regular employees, by craft or occupational group on an installation-wide seniority basis in the losing installation, shall be involuntarily reassigned to the classified station or classified branch and each full-time regular thus involuntarily reassigned shall be entitled to the first full-time regular vacancy in his level and craft or occupational group in the installation from which transferred.

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

a. The identification of assignments comprising for this purpose a section shall be determined locally by negotiations between the installation head and the local affiliate of the union having national exclusive recognition for the craft and occupational group. If no sections are established immediately by negotiation the entire installation shall comprise the section.

b. Full-time regular employees, excess to the needs of a section, starting with that employee who is junior in the same craft or occupational group and in the same level assigned in that section, shall be reassigned outside the section but within the same craft or occupational group. They shall retain their seniority and may bid on any existing vacancies for which they are eligible to bid. If they do not bid, they may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft

and installation. Their preference is to be considered if more than one such assignment is available.

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

d. The duty assignment vacated by the reassignment of the junior full-time regular employee from the section shall be posted for bid of the full-time regular employees in the section. If there are no bids, the junior remaining unassigned full-time regular employee in the section shall be assigned to the vacancy.

#### **5. Reduction in the Number of Employees in an Installation other than by Attrition.**

a. Reassignments within installation: When for any reason an installation must reduce the number of full-time regular or part-time flexible employees more rapidly than is possible by normal attrition (except as provided for in section C.6. of this article for mobile stations) that installation:

(1) Shall determine by craft and occupational group the number of excess full-time regular or part-time flexible employees.

(2) Shall, to the extent possible, minimize the impact on full-time regular or part-time flexibles by separation of all casuals, postal assistants, employees doing bargaining unit work and not in one of the bargaining units, etc.

(3) Shall, to the extent possible, minimize the impact on full-time regular positions by reducing part-time flexible and fixed schedule hours.

(4) Shall identify as excess the necessary number of junior full-time regular employees in the salary level, craft and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time regular employees who meet the minimum qualifications of vacant assignments in other crafts in the same installation; involuntarily reassign them in the same or lower level with seniority, whichever is the lesser of:

(a) one day junior to the seniority of the junior full-time regular employee in the same level and craft or occupational group in the installation to which assigned, or

(b) the seniority he had in the craft from which reassigned. The 5-year rule does not apply.

(5) He shall be returned at the first opportunity to the craft from which he was reassigned.

(6) When returned, he retains seniority previously attained in the craft augmented by his intervening employment in the other craft.

(7) The right of election by a senior full-time regular employee provided in paragraph b(3) below is not available for this cross-craft reassignment within the installation.

b. Reassignments to other installations after making reassignments within the installation:

(1) Involuntarily reassign such excess full-time regular employees starting with the junior with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the losing installation, or in more distant installations if after discussion with the affected union(s) it is determined that it is necessary, the U.S. Postal Service will designate such installations for the reassignment of the excess full-time regular employees.

(2) Involuntarily reassign full-time regular employees for whom discussion did not provide for placement under b(1) above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level with permanent seniority for duty assignments whichever is lesser of:

(a) one day junior to the seniority of the junior full-time regular employee in the same level and craft or occupational group in the installation to which assigned, or,

(b) the seniority he had in the craft from which reassigned. The 5-year rule does not apply.

(3) Any senior full-time regular employee in the same craft or occupational group in the same installation may elect to be reassigned to the gaining installation and take the seniority of the senior full-time regular employee subject to involuntary reassignment. Such senior full-time

regular employees who accept reassignment to the gaining installation do not have retreat rights.

(4) When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.

(5) A full-time regular employee shall have the option of changing to part-time flexible in the same craft or occupational group in lieu of involuntary reassignment.

(6) Employees involuntarily reassigned under b(1) and (2) above, other than senior full-time regular employees who elect to be reassigned in place of junior full-time regular employees, shall be entitled at the time of such reassignment to file a written request to be returned to the first vacancy in the level in the craft or occupational group in the installation from which reassigned, and such request shall be honored so long as he does not withdraw it or decline to accept an opportunity to return in accordance with such request.

#### **6. Reduction in RPO or HPO Employment, including Employment in Mobile Stations.**

##### **a. Order of Withdrawal RPO or HPO.**

(1) Withdraw the junior full-time regular clerk(s) (on the RPO or HPO) on the basis of seniority. Pool full-time regular clerks at the different headouts of the same RPO or HPO to select the junior full-time regular clerk(s).

(2) The junior clerk(s) for whom there is no full-time regular assignment in the RPO or HPO shall bid with other full-time regular clerks in the same mobile station for any vacant road assignment(s). If there is no vacant full-time regular assignment in the mobile station, section b. below applies to identify the excess clerk(s).

##### **b. Order of Withdrawal, Mobile Stations.**

(1) When for any reason the number of full-time regular clerks in a mobile station must be reduced the necessary number of junior full-time regular clerks therein shall be identified as the excess clerks.

(2) A senior non-excess full-time regular clerk in a mobile station may elect to be reassigned in place of an excess full-time regular clerk, with seniority as provided for in section 5.b.(3) above. His election must be made before excess full-time regular clerks choose the mobile station or stationary installation in which to be reassigned.

(3) An excess full-time regular clerk shall have the option of changing to part-time flexible distribution clerk, RPO or HPO, in lieu of arbitrary reassignment to a vacant full-time regular clerk assignment.

(4) A full-time regular clerk who is not assigned as a result of bidding shall be assigned within the mobile station in any vacancy for which there was no senior bidder.

##### **c. Reassignment of Excess Clerks.**

(1) Excess full-time regular road clerks, including senior clerks who elect to be reassigned in place of excess full-time regular clerks, are subject to reassignment in the clerk craft with retention of seniority for preferred assignments as that seniority is defined in the Supplemental Agreement, Seniority. They may elect among U.S. Postal Service designated vacant full-time regular clerk assignments in other mobile stations and stationary installations. When more than one excess elects reassignment to the same vacant assignment, the clerk who has the greater seniority for preferred assignments shall be reassigned.

(2) Mobile stations and stationary installations to which reassignment in the clerk craft can be made will be designated by the U.S. Postal Service. Designated clerk assignments mean assignments in designated mobile stations and stationary installations which remain vacant after bidding by full-time regular clerks therein. Vacant assignments shall include actual vacancies and increase in clerk complement.

(3) Excess clerks reassigned pursuant to their election among designated vacant assignments are reassigned involuntarily.

(4) Clerks involuntarily reassigned, other than senior clerks who elected to be reassigned in place of excess clerks and clerks who elect to be reassigned to a stationary installation not at the mobile station headquarters, shall be entitled at the time of reassignment to apply in writing to be returned to the first full-time regular clerk vacancy (the assignment remaining vacant after bidding by clerks therein) in the mobile station from which reassigned and such application shall be honored so long as he does not withdraw it or decline to accept an opportunity to return. If more than one clerk is an applicant for return to the same vacant assignment, selection for reassignment shall be based upon seniority for preferred assignments.

(5) When an excess full-time regular road clerk is reassigned

signed in a stationary installation, who then is currently qualified in the supervisory examination, he will have his name placed on the supervisory eligible register for the stationary installation.

(6) A clerk's election to be reassigned in a stationary installation in a PS-5 assignment, as provided for in section c(1) above, is his request for reduction to salary level 5. Salary protection benefits provided for by instructions in the Postal Manual are not lost by election to be reduced by an excess clerk, or by a senior clerk, if in his case, it is reasonable to believe he will become excess in the relatively near future.

#### **d. Reassignment of Excess Part-Time Flexibles.**

(1) When there is an excess of Level 6 part-time flexible mobile employees assigned in that mobile station, the junior part-time flexibles equal in number to such excess will be given the opportunity to transfer to another mobile station, or a stationary installation in the clerk craft designated by the U.S. Postal Service after discussion with the Union. Part-time flexibles so transferred will be placed at the foot of the part-time flexible roll in the mobile station or stationary installation to which reassigned. Upon change to full-time regular from the top of the part-time flexible roll, seniority for preferred assignments shall include his part-time flexible service and the seniority he had in the mobile station from which reassigned. A senior part-time flexible in the same mobile station may elect to be reassigned and take the seniority of the senior excessed part-time flexible.

(2) Mobile part-time flexibles reassigned to other mobile stations or stationary installations have retreat rights to the first part-time flexible vacancy in the losing mobile station according to their standing on the part-time flexible roll in the losing mobile station but such retreat right does not extend to part-time flexibles who elect to request reassignment in place of the junior part-time flexibles.

(3) The right to return is dependent upon a written request made at time of reassignment from the mobile station and such request shall be honored unless it is withdrawn or an opportunity to return is declined.

(4) Reassignment to a stationary installation under (1) above is considered a request for reduction to salary level 5. Salary protection benefits provided for by instructions in the Postal Manual are not lost by the election to be reduced.

#### **7. Centralized Mail Processing and/or Delivery Installation (New and Old).**

a. When the operations at a centralized installation or other mail processing and/or delivery installation result in an excess of full-time regular employees at another installation(s), full-time regular employees who are excess in a losing installation(s) by reason of the change, shall be reassigned as provided in section 5.b., such reassignments shall be treated as details for the first 180 days to avoid inequities in the selection of preferred duty assignments by full-time regular employees in the gaining installation.

b. Previously established preferred duty assignments which became vacant before expiration of the detail period must be posted for bid and awarded to eligible full-time regular employees then permanently assigned in the gaining installation. Excess part-time flexible employees may be reassigned as provided for in section C.8.

c. All new duty assignments created in the gaining installation and all other vacant duty assignments in the centralized installation, shall be posted for bid. One hundred eighty days is computed from the date of the first detail of an employee. Bidding shall be open to all full-time regular employees of the craft involved at the gaining installation. This includes full-time regular employees assigned to the gaining installation.

d. When the centralized installation is a new one:

(1) Full-time regular clerks who apply for reassignment from the losing installation shall be reassigned with their seniority.

(2) Reassignments shall be in the order of seniority and shall not exceed the number of excess full-time regular clerks in the losing installation.

(3) The provisions of 5.a., above, apply to reassign junior full-time regular excess clerks with their seniority, when there are excess full-time regular clerks after the reassignment of senior full-time regular clerks who apply for reassignment.

**8. Reassignment—Part-Time Flexibles (Other than Mobile).** When there are part-time flexibles in a craft for whom work is not available, part-time flexibles lowest on the part-time flexible roll equal in number to such excess may at their option be reassigned to the foot of the part-time flexible roll in the same or another craft in another installation.

a. A part-time flexible employee reassigned to another craft

in the same or another installation shall be assigned to the foot of the part-time flexible roll and begin a new period of seniority.

b. An excess part-time flexible employee reassigned to the same craft in another installation shall be placed at the foot of the part-time flexible roll. Upon his change to full-time regular from the top of the part-time flexible roll his seniority for preferred assignments shall include the seniority he had in the losing installation augmented by his part-time flexible service in the gaining installation.

c. A senior part-time flexible in the same craft or occupational group in the same installation may elect to be reassigned in another installation in the same, or another craft and take the seniority (if any) of the senior excess part-time flexible being reassigned, as set forth in a and b, above.

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

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

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

g. The right to return is dependent upon a written request made at the time of reassignment from the losing installation and such request shall be honored unless it is withdrawn or an opportunity to return is declined.

### **ASSIGNMENT OF/ILL OR INJURED REGULAR WORKFORCE EMPLOYEES**

**Note:** Part-time with fixed schedule employees assigned in the craft unit shall be considered to be in a separate category. Although all provisions

of this Agreement (except those specifically stated not to be applicable) are also applicable to part-time with fixed schedule employees, those provisions shall be applicable only within their own category.

**A. Introduction.** The U.S. Postal Service and the Unions with exclusive recognition rights, recognizing their responsibility to aid and assist deserving full-time regular or part-time flexible employees who through illness or injury are unable to perform their regularly assigned duties, agree to the following provisions and conditions for reassignment to temporary or permanent light duty or other assignments. It will be the responsibility of each installation head to implement the provisions of this Agreement within his office, after negotiation. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

#### **B. Employees Request For Reassignment.**

##### **1. Temporary Reassignment.**

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

b. A full-time regular or part-time flexible mobile unit employee shall submit a written request to the installation head in charge of the RPO or HPO to which he is assigned for a temporary light duty assignment in his post office at his headout or in a post office near his home in the clerk craft. The installation head receiving the request will make every effort to place the ill or injured mobile unit employee in the clerk craft.

##### **2. Permanent Reassignment.**

a. Any ill or injured full-time regular or part-time flexible employee having a minimum of ten years of postal service, or any full-time regular or part-time flexible employee who sustained injury on duty, regardless of years of service, while performing his assigned duties can submit a voluntary request for permanent reassignment to light duty or other assignment to

the installation head if he is permanently unable to perform all or part of his assigned duties. The request shall be accompanied by a medical certificate from the United States Public Health Service or a physician designated by the installation head giving full evidence of the physical condition of the employee, the need for reassignment and the ability of the employee to perform other duties. A certificate from the employee's personal physician will not be acceptable. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

b. A mobile unit, full-time regular or part-time flexible employee, shall submit a written request to the installation head at his headout for permanent reassignment to light duty, or other assignment in PS-6 or 5 in the stationary installation if he is permanently unable to perform duty in the RPO or HPO. His request is his application for change to the salary level in which he can be assigned in a light duty or other assignment.

3. Installation heads shall show the greatest consideration for full-time regular or part-time flexible employees requiring light duty or other assignments, giving each request careful attention, and reassign such employees to the extent possible in his office. When a request is refused, the installation head shall notify the concerned employee in writing stating the reasons for his inability to reassign him. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

**C. Local Implementation.** Due to varied size installations and conditions within installations, the following important items having a direct bearing on these reassignment procedures (establishment of light duty assignments) should be determined by negotiations between the installation head and the union which is the local affiliate of the National Exclusive Union.

1. Through local negotiations, each office will establish the assignments that are to be considered light duty within each craft represented in the office. These negotiations should explore ways and means to make adjustments in normal assignments, to convert them to light duty assignments without seriously affecting the production of the assignment.

2. Light duty assignments may be established from part-time hours, to consist of 8 hours or less in a service day and 40 hours or less in a service week. The establishment of such assignment does not guarantee any hours to a part-time flexible employee.

3. Number of Light Duty Assignments. The number of as-

signments within each craft that may be reserved for temporary or permanent light duty assignments, consistent with good business practices, shall be determined by past experience as to the number of reassignments that can be expected during each year, and the method used in reserving these assignments to insure that no assigned full-time regular employee will be adversely affected, will be defined through local negotiations. The light duty employee's tour hours, work location and basic workweek shall be those of the light duty assignment and the needs of the service, whether or not the same as for his previous duty assignment.

#### **D. General Policy Procedures.**

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

2. The full-time regular or part-time flexible employee must be able to meet the qualifications of the position to which he is reassigned on a permanent basis. On temporary reassignment, qualifications can be modified provided excessive hours are not used in the operation. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

3. The reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible preference over other part-time flexible employees. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

4. The reassignment of a full-time regular or part-time flexible employee under the provisions of this Article to an agreed-upon light duty temporary or permanent or other assignment within the office, such as type of assignment, area of assignment, hours of duty, etc., will be the decision of the installation head who will be guided by the examining physician's report, employee's ability to reach his place of employment and ability to perform the duties involved. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

5. An additional full-time regular position can be authorized within the craft or occupational group to which the employee is being reassigned, if the additional position can be established out of the part-time hours being used in that opera-

tion without increasing the overall hour usage. If this cannot be accomplished then consideration will be given to reassignment to an existing vacancy.

6. The installation head shall review each light duty reassignment at least once each year, or at any time he has reason to believe the incumbent is able to perform satisfactorily in other than the light duty assignment he occupies. This review is to determine the need for continuation of the employee in the light duty assignment. He may be requested to submit to a medical review by the United States Public Health Service or by a physician designated by the installation head if he believes such examination to be necessary.

7. When a full-time regular employee in a temporary light duty assignment is declared recovered on medical review, he shall be returned to his former duty assignment, if it has not been discontinued. If his former regular assignment has been discontinued, he becomes an unassigned full-time regular employee. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

8. If a full-time regular employee is reassigned in another craft for permanent light duty and he later is declared recovered, on medical review, he shall be returned to the first available full-time regular vacancy in complement in his former craft. Pending his return to his former craft he shall be an unassigned full-time regular employee. His seniority shall be restored to include service in the light duty assignment. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

9. When a full-time regular employee who has been awarded a permanent light duty assignment within his own craft is declared recovered, on medical review, he shall become an unassigned full-time regular employee. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

10. When a part-time flexible on temporary light duty is declared recovered his detail to light duty shall be terminated.

11. When a part-time flexible who has been reassigned in another craft on permanent light duty is declared recovered, his assignment to light duty shall be terminated. Section D.8., above, does not apply even though he has advanced to full-time regular while on light duty.

#### **E. Filling Vacancies Due to Reassignment of an Employee to**

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

1. When the reassigned employee is a full-time regular employee, the resulting full-time regular vacancy in the complement, not necessarily in the particular duty assignment of the losing craft from which the employee is being reassigned, shall be posted to give the senior of the full-time regular employees in the gaining craft the opportunity to be reassigned to the vacancy, if desired. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

2. If no full-time regular employee accepts the opportunity to be assigned to the vacancy in the complement, not necessarily in the particular duty assignment in the other craft, the senior of the part-time flexibles on the opposite roll who wishes to accept the vacancy shall be assigned to the full-time regular vacancy in the complement of the craft of the reassigned employee. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

3. When the reassigned employee is a part-time flexible, the resulting vacancy in the losing craft shall be posted to give the senior of the full-time regular or part-time flexible employees in the gaining craft the opportunity to be assigned to the part-time flexible vacancy if desired, to begin a new period of seniority at the foot of the part-time flexible roll.

4. The rule in 1. and 2. above, applies when a full-time regular employee on permanent light duty is declared recovered and he is returned to his former craft, to give the senior of the full-time regular or part-time flexible employees in the gaining craft the opportunity, if desired, to be assigned in the resulting full-time regular vacancy in the complement, not necessarily in the particular duty assignment, of the losing craft. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

#### **F. Seniority of an Employee Assigned to Another Craft.**

1. Except as provided for in section D.8., above a full-time regular employee assigned to another craft or occupational group in the same or lower level in the same installation shall take the seniority for preferred tours and assignments, whichever is the lesser of (a) one day junior to the junior full-time



regular employee in the craft or occupational group, (b) retain the seniority he had in his former craft. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

2. A part-time flexible employee who is permanently assigned to a full-time regular or part-time flexible assignment in another craft, under the provisions of this Article, shall begin a new period of seniority. If assigned as a part-time flexible, it shall be at the foot of the part-time flexible roll.

### **POSTING**

#### **SECTION I: LETTER CARRIER CRAFT; MAINTENANCE CRAFT; MAIL HANDLER CRAFT; SPECIAL DELIVERY MESSENGER CRAFT.**

**A. In the letter carrier, maintenance, mail handler and special delivery messenger crafts, vacant craft duty assignments shall be posted as follows:**

1. All vacant or newly established craft duty assignments, (except confidential positions as defined in discussion between the Deputy Assistant Postmaster General, Personnel Department and the Union involved) shall be posted for employees of the craft or crafts eligible to bid within 10 days after a termination has been made the position is not to be reverted. If a vacant duty assignment has not been posted within 30 days, upon request, the installation head or his designee shall consult with the union involved.

2. If a vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reason therefor.

3. When a vacancy occurs in the special delivery messenger craft full-time regular special delivery messengers will be assigned scheduled non-workdays according to their preference and in order of seniority before the position is posted; provided the reassignments of non-workdays are consistent with the needs of the service. The means of applying this policy may be by local negotiation, but the procedure agreed upon must not defer or delay the posting of the vacant position. The unassigned basic workweek remaining after any reassignment under this policy will become the schedule of the vacant position.

4. In the maintenance, and mail handler crafts, when it is necessary that fixed scheduled day(s) of work in the basic workweek for a craft assignment be permanently changed, the affected assignment(s) shall be reposted.

5. In the letter carrier craft and in the special delivery messenger craft a permanently changed scheduled nonworkday shall be posted. The letter carrier or the special delivery messenger whose fixed scheduled nonworkday was necessarily changed retains his assigned route. The senior eligible letter carrier or special delivery messenger who applies for the changed nonworkday in the craft involved shall be assigned to the new basic schedule without changing from his route. Letter carriers or special delivery messengers eligible to bid are those within the sections as established with the respective craft by local negotiation, which negotiation shall be for the specific purpose of implementing this subparagraph as it applies to the letter carrier craft and to the special delivery messenger craft. In the absence of such designation of sections by local negotiation, all full-time regular letter carriers or full-time regular special delivery messengers may bid for the changed nonworkday within their craft on an installation-wide basis.

6. The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.

7. No assignment will be posted because of change in starting time unless the change exceeds an hour. Whether to post or not is negotiable at the local level, if it exceeds one hour.

8. An unassigned full-time regular employee may bid on duty assignments posted for bids by employees in his craft. If he does not bid, he may be assigned in any vacant duty assignment for which there was no senior bidder in the same craft and installation. His preference is to be considered if more than one such assignment is available. In the Maintenance Craft only this shall also apply to part-time with fixed schedule employees.

#### **B. Place of Posting.**

1. The notice inviting bids for a craft assignment shall be posted on all official bulletin boards at the installation where the vacancy exists, including stations and branches, as to assure that it comes to the attention of employees eligible to submit bids. Copies of the notice shall be given to the local union which is the affiliate of the union holding exclusive recognition at the national level for the craft(s) affected. When an absent employee has so requested in writing, stating his mailing address, a copy of any notice inviting bids from his craft shall be mailed to him by the installation head.

2. Posting and bidding for preferred duty assignments shall be installation-wide unless the local agreement or established past practice specifically limits bidding to sections defined in compliance with the reassignments agreement, Article XII, Sec. I, C.4.a.

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

**D. Information on Notices.** Information shall be as shown below and shall be specifically stated:

1. The duty assignment by position title and number (e.g., key, standard or individual position).
2. PS salary level.
3. **Hours of duty (beginning and ending).**
4. The principal assignment area (e.g., section and/or location of activity).
5. Qualification standards, including occupational code number when such standards and numbers are available.
6. Physical requirement unusual to the specific assignment.
7. Invitation to employees to submit bids.
8. The fixed or rotating schedule of days of work, as appropriate.
9. If city carrier route is involved the carrier route number shall be designated.

**E. Successful Bidder.**

1. Within 10 days after the closing date for the posting (including December) the installation head shall post a notice stating the successful bidder and his seniority date. The senior qualified bidder meeting the qualification standards established for that position shall be designated the "successful bidder."

2. The successful bidder must be placed in the new assignment within 21 days except in the month of December. The local agreement may set a shorter period.

3. Normally the successful bidder shall work the duty assignment as posted.

**SECTION II: MOTOR VEHICLE CRAFT.**

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

1. All vacant or newly established craft duty assignments, except confidential positions as defined in discussion between the Deputy Assistant Postmaster General, Personnel Department and the Union involved shall be posted for craft employees eligible to bid within 10 days after a determination has been made the position is not to be reverted. If a vacant duty assignment has not been posted within 30 days, upon request, the installation head or his designee shall consult with the union involved.

2. If a vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reason therefor.

3. When it is necessary that fixed scheduled day(s) of work in the basic workweek for a craft assignment be permanently changed, the affected assignment(s) shall be reposted.

4. The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.

5. No assignment will be posted because of change in starting time unless the change exceeds an hour. Whether to post or not is negotiable at the local level, if it exceeds one hour.

6. An unassigned full-time regular employee may bid on duty assignments posted for bids by employees in the craft. If he does not bid, he may be assigned in any vacant duty assignment for which there was no senior bidder in the craft and installation. His preference is to be considered if more than one such assignment is available.

7. When requested by the designated local affiliate of the national exclusive union:

a. All full-time regular motor vehicle operator and tractor-trailer operator assignments in cities where daylight time is observed shall be posted for bids twice each year incident to the time changes.

b. In other cities such assignments shall be posted for bids once each calendar year.

**B. Place of Posting.**

1. The notice inviting bids for a craft assignment shall be posted on all official bulletin boards at the installation where

the vacancy exists, where vehicle operations and/or maintenance employees work so as to assure that it comes to the attention of all employees eligible to submit bids. Copies of the notice shall be given to the designated local affiliate of the national union holding exclusive recognition for the craft. When an absent employee has so requested in writing, stating his mailing address, a copy of any notice inviting bids from his craft shall be mailed to him by the installation head.

2. Posting and bidding for preferred duty assignments shall be installation-wide without exception.

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

**D. Information on Notices.** Information shall be as shown below and shall be specifically stated:

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

2. PS salary level.

3. Hours of duty (beginning and ending).

4. The principal assignment area (e.g., section and/or location of activity).

5. Qualification standards, including ability to drive certain types of vehicles such as tractor-trailer and occupational code number when such standards and numbers are available.

6. Physical requirement unusual to the specific assignment.

7. Invitation to employees to submit bids.

8. The fixed or rotating schedule of days of work, as appropriate.

9. Motor vehicle and tractor-trailer route numbers (a copy of the schedule should be made available to interested employees).

**E. Successful Bidder.**

1. Within 10 days after the closing date for the posting (including December) the installation head shall post a notice stating the successful bidder and his seniority date. The senior qualified bidder meeting the qualification standards established for that position shall be designated the "successful bidder."

2. The successful bidder must be placed in the new assignment within 21 days except in the month of December. The local agreement may set a shorter period.

3. Normally the successful bidder shall work the duty assignment as posted.

### **SECTION III: CLERK CRAFT.**

**A. Vacant clerk craft duty assignments shall be posted as follows:**

1. All vacant or newly established craft duty assignments, except confidential positions as defined in discussion between the Deputy Assistant Postmaster General, Personnel Department and the union involved shall be posted for craft employees eligible to bid within 10 days after a determination has been made the position is not to be reverted. If a vacant duty assignment has not been posted within 30 days, upon request, the installation head or his designee shall consult with the union involved.

2. If a vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reason therefor.

3. When it is necessary that fixed scheduled day(s) of work in the basic workweek for a craft assignment be permanently changed, the affected assignment(s) shall be reposted.

4. The determination of what constitutes a sufficient change of duties, principal assignment area or scheme knowledge requirements to cause the duty assignment to be reposted shall be a subject of negotiation at the local level.

5. No assignment will be posted because of change in starting time unless the change exceeds an hour. Whether to post or not is negotiable at the local level, if it exceeds one hour.

6. An unassigned full-time regular employee may bid on duty assignments posted for bids by employees in the craft. If he does not bid, he may be assigned in any vacant duty assignment for which there was no senior bidder in the craft and installation. His preference is to be considered if more than one such assignment is available.

**B. Place of Posting.**

1. The notice inviting bids for a craft assignment shall be posted on all official bulletin boards at the installation where the vacancy exists, where clerks work so as to assure that it comes to the attention of all employees eligible to submit bids. Copies of the notice shall be given to the local union which is the affiliate of the union holding exclusive recognition at the national level for the craft. When an absent employee has so requested in writing, stating his mailing address, a copy of any notice inviting bids from his craft shall be mailed to him by the installation head.

2. Posting and bidding for preferred duty assignments shall be installation-wide without exception.

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

**D. Information on Notices.** Information shall be as shown below and shall be specifically stated:

1. The duty assignment by position title and number (e.g., key, standard or individual position).
2. PS salary level.
3. Scheme knowledge requirements, where applicable.
4. Hours of duty (beginning and ending).
5. The principal assignment area (e.g., section and/or location of activity).
6. Qualification standards, including occupational code number when such standards and numbers are available.
7. Physical requirement unusual to the specific assignment.
8. Invitation to employees to submit bids.
9. The fixed or rotating schedule of days of work, as appropriate.

**E. Successful Bidder.**

1. Within 10 days after the closing date for the posting (including December) the installation head shall post a notice stating the successful bidder and his seniority date. The senior qualified bidder meeting the qualification standards established for that position shall be designated the "successful bidder."

2. The successful bidder must be placed in the new assignment within 21 days except in the month of December. The local agreement may set a shorter period.

3. When the duty assignment requires scheme knowledge, if the senior bidder is qualified on the essential scheme requirements of the position, assign him in compliance with 2 above. If the senior bidder is not qualified on the essential scheme requirements when posting period is closed, permanent filling of the preferred assignment shall be deferred until he is qualified on the essential scheme requirements, but not in excess of 90 days. The deferment period shall begin the date notice is posted stating the successful bidder. Immediately after the end of the deferment period, the senior bidder then qualified shall be permanently assigned. During the deferment period, the

assignment normally should be filled by the detail of a qualified employee.

4. Normally the successful bidder shall work the duty assignment as posted.

## **SENIORITY**

### **SECTION I: LETTER CARRIER CRAFT; MAIL HANDLER CRAFT; SPECIAL DELIVERY MESSENGER CRAFT.**

**A. Introduction.**

1. The U.S. Postal Service and the National Association of Letter Carriers, AFL-CIO; The Mail Handlers Division, LIUNA, AFL-CIO; and APWU, Special Delivery Messenger Division, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices.

2. This Agreement will continue relative seniority standings properly established under past instructions, rules, and practices and the Agreement shall be so applied. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

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

**C. Responsibility.** The installation head is responsible for day-to-day administration of seniority. Installation heads where practicable will post a seniority list. If not practicable, such information will be made available. The application of this general Agreement shall be open to negotiation at the installation level with the designated local affiliate of the National Union having exclusive recognition for the craft.

**D. Definitions.**

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

2. Seniority for full-time regulars for preferred assignments and for other purposes for application of the terms of the National Agreement and Supplements:

- a. This seniority determines the relative standing among full-time regulars. It is computed from date of full-time

regular or part-time flexible appointment in a particular craft and level and continues to accrue so long as service is uninterrupted in the same craft and level in the same installation, except as otherwise specifically provided.

b. Seniority (except mail handler craft, see 3.c. below) shall include employment in PS-5 and PS-6 assignments listed in paragraph 3.d. below.

c. Seniority for mail handler craft shall include all employment in PS-4 and PS-5 assignments listed in paragraph 3.d. below.

3. An employee may not bid on an assignment involving a change in level except for the following positions which are to be filled by the senior qualified bidder meeting the qualification standards established for that position from the appropriate craft(s) as herein indicated. Also employees in assignments listed in d. below, may bid on PS-5 positions within their respective crafts (except in mail handler craft-level PS-4 positions).

a. An employee obtaining one of the positions listed below may bid on another position in his craft and within the list.

b. An employee surplus from a level 6 assignment not listed in d. below or from a higher level assignment, must bid and compete on a senior qualified basis to be assigned in one of the listed level 6 assignments. Paragraph F.4.c. gives him bidding seniority, for return to the craft from which promoted, credit for his continuous full-time regular or part-time flexible service in the same installation in PS-5 and higher levels. This rule also applies to an excessed employee who bids for return to level 5 in the craft from which promoted.

c. In the mail handler craft, the seniority rules in Section D apply to permit PS-4 mail handlers to bid for the listed PS-5 positions; to permit mail handler craft employees in the listed PS-5 positions to bid for PS-4 positions in the mail handler craft and in the same level. Successful bidders retain seniority upon change in salary level.

d.

Position Number	Title	Craft or Crafts
SP 1-32	Label Facing Slip Technician	Mail Handler
SP 1-33	Group Leader, Mail Handlers	Mail Handler
SP 2-188	Civil Service Examiner-In-Charge	Clerk, Carrier, Special Delivery Messenger, Group Leader—Mail Handler

SP 2-195	Vehicle Operations Maintenance Assistant	Clerk, Carrier, or Special Delivery Messenger
SP 2-354	Mail Processing Machine Operator	Mail Handler
SP 2-261	Carrier-Technician	Carrier
SP 2-470	Mail Processing Machine Operator	Mail Handler
IP (all Regions) (SP pending)	Group Leader, Label Unit	Mail Handler

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

5. **Preferred Duty Assignment.** Any assignment preferred by a full-time regular.

6. **Bid.** A written request submitted to the installation head to be assigned to a duty assignment by a full-time regular eligible to bid on a vacancy or newly established duty assignment.

7. **Application.** A written request by a full-time regular for consideration for an assignment for which he is not entitled to submit a bid.

8. **Change Between Part-Time Flexible Craft Rosters.** Change by Employee's Request. When a part-time flexible transfers from one craft to another craft, he shall be assigned to the foot of that part-time flexible roll and begin a new period of seniority effective the date of reassignment.

#### 9. Relative Standing on the Part-Time Flexible Roll.

a. Part-time flexibles are placed on the part-time flexible roll of their respective crafts in the order of the date of appointment as a full-time regular or part-time flexible from a competitive Civil Service eligible register or other means. In cases of appointment of more than one eligible on the same day from the same competitive register, their position on the part-time flexible roster will be in accord with their standing on the Civil Service eligible register.

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

10. **Surplus U.S. Postal Service Employees.** Surplus U.S. Postal Service employees from nonmail processing and nonmail delivery installations, regional offices, the U.S. Postal Service Headquarters or from other Federal departments or agencies begin a new period of seniority effective the date of reassignment.

#### **11. Special Rules Applicable to Mail Handler Craft Only.**

**a. Seniority.** For the purposes of this Supplemental Agreement, seniority for preferred assignments begins with appointment as a full-time regular or part-time flexible in the mail handler craft and continues as long as service is uninterrupted in this craft and in the same installation, except as stated in the Basic Agreement.

**b. Change to lower level.** Except as specifically provided for in the Basic Agreement, change from a higher salary level to the mail handler craft must be at the foot of the part-time flexible roll when the change is:

- (1) At the request of the employee,
- (2) For disciplinary reasons, or
- (3) For failure to meet requirements in the higher salary level.

#### **E. Special Benefits to Certain Veteran Employees.**

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

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

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

**1. Reemployment After Disability Separation.** On reinstatement or reemployment after separation caused by disability, retirement or resignation because of personal illness and the employee so stated in his resignation and furnished satisfactory evidence for inclusion in his personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same postal installation and craft and in the same or lower PS salary level, from which originally separated; provided application for reinstatement or reemployment is made

within six months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from the Bureau of Retirement and Insurance, Civil Service Commission, and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner. When reinstatement is to the part-time flexible roll, standing on the roll shall be the same as if employment had not been interrupted by the separation.

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

**3. Reassignment and Return in 90 Days.** An employee, full-time regular or part-time flexible, voluntarily reassigned from one craft to another at the same installation with or without change in PS salary level, and voluntarily reassigned within 90 days to his former craft retains seniority previously acquired in the craft augmented by the intervening employment.

#### **4. Return From Any Position For Which Selection Was Based on "Best Qualified."**

a. When a full-time regular, either voluntarily or for disciplinary reasons, returns to the same installation and to the last craft he left, he shall have his seniority established after reassignment as the seniority he had when he left that craft without seniority credit for service outside that craft.

b. The same rule applies to full-time regulars returning from any position in the same craft to which selection was made on the basis of "Best Qualified."

c. Upon involuntary reassignment of a full-time regular employee from a position for which selection was based on best qualified, except for disciplinary reasons, if he returns to the same installation and to the last craft he left, he shall have his seniority established after reassignment as his former seniority plus seniority for service in the positions outside the craft.

d. The same rule applies to full-time regulars returning from any position in the same craft to which selection was made on the basis of best qualified.

e. Full-time regulars reassigned as provided in (a), (b), (c), and (d) above may bid on any existing vacancy, but shall not bump.

f. When the change is to a craft other than the one he

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

**G. Changes in Which Seniority Is Lost.** Except as specifically provided elsewhere in this Agreement, a full-time regular begins a new period of seniority:

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

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

1. When an occupied Level 4 or 5 position is upgraded on the basis of the present duties:
  - a. The incumbent will remain in the upgraded job provided he has been in that job for more than one year.
  - b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job for more than one year.
2. When an occupied Level 4 or 5 position is upgraded on the basis of duties which are added to the position:
  - a. The incumbent will remain in the upgraded job provided he has been in that job for more than one year. The year of required incumbency in the job begins when the duty or duties were added which permitted the job to be re-ranked.
  - b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job more than one year since the date when the duty or duties were added which later permitted the job to be re-ranked.

**I. Special Delivery.**

1. When a special delivery messenger is arbitrarily reassigned to clerk or carrier, he has the option of return to the first available special delivery messenger vacancy and when he is so reassigned through the exercise of his option, he retains full seniority, including intervening employment as clerk or carrier.

2. In determination of seniority for duty assignments of special delivery messengers who received appointments as a full-time regular or part-time flexible under Civil Service Regulation 3.101, that period of continuous service as a special delivery messenger prior to appointment as a full-time regular or part-time flexible shall be included.

**J. Conversions from Temporary to Career Appointment.**

1. Under Civil Service Regulation 315.703 (formerly 3.105)—When two or more employees are converted under this regulation, effective the same date, their seniority on the substitute rolls will be determined by the date their names came within reach on the register. If their names were reached on the same date, standing on the substitute roll shall be determined by order of standing on the register.

2. Under Public Law 836 and Executive Order 10880—When two or more employees are converted under these authorities, on the same date, entry on the substitute rolls will be determined by the total length of postal field service.

3. When an employee is converted to career the same day an employee is appointed from the register, the converted employee stands first on the substitute roll. He also is placed ahead of any employee reinstated or transferred on the same day except for those employees given a higher standing by specific provisions in this Agreement. In like manner, a reinstated or transferred employee shall be entered on the substitute roll ahead of one appointed from the register the same day.

4. First preference for filling vacancies shall be given to qualified career employees.

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

1. Any letter carrier or clerk in the postal service entitled as a preference eligible to 10 points under the Veterans' Preference Act of 1944, as amended, in addition to his earned rating, who on or after the date of enactment of this act is reassigned from the position of letter carrier to that of clerk, or from the position of clerk to that of letter carrier, as the case may be, shall not incur loss of seniority by reason of such reassignment, if, within 30 days after such reassignment he presents to the Civil Service Commission evidence that such reassignment was necessitated principally by reason of a disability which he received on active duty in the Armed Forces of the United States.

2. No full-time regular shall be reduced to a part-time flexible to accord the benefits of the Act to another employee.

3. When the Civil Service Commission approves the restoration of seniority to an employee under P.L. 739 and the employee is a part-time flexible, he shall be placed on the part-time flexible roll according to the position he should have attained thereon had he originally been appointed to that part-time flexible roll from the register.

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

## SECTION II: SENIORITY—CLERK CRAFT.

### A. Introduction.

1. The U.S. Postal Service and the APWU, Clerk Craft Division, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices.

2. This Agreement will continue relative seniority standings properly established under past instructions, rules, and practices and the Agreement shall be so applied. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

**B. Coverage.** These rules apply to full-time regular and part-time flexibles when a guide is necessary for filling vacant assignments and for other purposes. No employee, solely by reason of this Agreement, shall be displaced from an assignment he gained in accord with former rules.

**C. Responsibility.** The installation head is responsible for day-to-day administration of seniority. Installation heads where practicable will post a seniority list. If not practicable, such information will be made available. The application of this general Agreement shall be open to negotiation at the installation level with the designated local affiliate of the National Union having exclusive recognition for the craft.

### D. Definitions.

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

2. Seniority for full-time regulars for preferred assignments and for other purposes for application of the terms of the National Agreement and Supplements:

a. This seniority determines the relative standing among full-time regulars. It is computed from date of career ap-

pointment in the clerk craft and level and continues to accrue so long as service is uninterrupted in the same craft and level in the same installation, except as otherwise specifically provided.

b. Seniority shall include employment in PS-5 and PS-6 assignments listed in paragraph 3.c. below.

3. An employee may not bid on an assignment involving a change in level except for the following positions which are to be filled by the senior qualified bidder meeting the qualification standards established for that position from the appropriate craft(s) as herein indicated. Also employees in assignments listed in c. below, may bid on PS-5 positions within their craft.

a. An employee obtaining one of the positions listed below may bid on another position in his craft and within the list.

b. An employee surplus from a level 6 assignment not listed in c. below, or from a higher level assignment, must bid and compete on a senior qualified basis to be assigned in one of the listed level 6 assignments. Paragraph F.4.c. gives him bidding seniority, for return to the craft from which promoted, credit for his continuous full-time regular or part-time flexible service in the same installation in PS-5 and higher levels. This rule also applies to an excessed employee who bids for return to level 5 in the craft from which promoted.

Position Number	Title	Craft or Crafts
KP-17	Claims Clerk—Paying Officer	Clerk
SP 2-3	Information Clerk	Clerk
SP 2-4	Scheme Examiner	Clerk
SP 2-41	Special Distribution Clerk	Clerk
SP 2-156	Stamp Supply Clerk	Clerk
SP 2-157	Special Postal Clerk	Clerk
SP 2-158	Schedule Clerk—Foreign Mails	Clerk
SP 2-181	General Office Clerk—Foreign Mails	Clerk
SP 2-188	Civil Service Examiner-in-Charge	Clerk, Carrier, Special Delivery Messenger, Group Leader—Mail Handler
SP 2-195	Vehicle Operations—Maintenance Assistant	Clerk, Carrier, or Special Delivery Messenger
SP 2-218	Receiving Clerk—Foreign Air Mail	Clerk
SP 2-229	Trip Accounts Clerk	Clerk
SP 2-346	Procurement, Property and Supply Assistant	Clerk
SP 2-362	Parcel Post Distributor (Machine)	Clerk



SP 2-364	Distribution Clerk (Machine)	Clerk
SP 2-370	Transit Mail Expediter	Clerk
SP 2-382	Distribution and Dispatch Expediter	Clerk
SP 2-383	Rack Distribution and Dispatch Expediter	Clerk
SP 2-384	Distribution Review Clerk	Clerk
SP 2-385	Ramp Clerk, AMF	Clerk
SP 2-387	Bulk Mail Technician	Clerk
SP 2-388	Window Services Technician	Clerk
SP 2-433	Self-Service Postal Unit Technician	Clerk

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

**5. Preferred Duty Assignment.** Any assignment preferred by a full-time regular.

**6. Bid.** A written request submitted to the installation head to be assigned to a duty assignment by a full-time regular eligible to bid on a vacancy or newly established duty assignment.

**7. Application.** A written request by a full-time regular for consideration for an assignment for which he is not entitled to submit a bid.

**8. Change between Part-Time Flexible Craft Rosters.** Change By Employee's Request. When a part-time flexible transfers from one craft to another craft, he shall be assigned to the foot of that part-time flexible roll and begin a new period of seniority effective the date of reassignment.

**9. Relative Standing on the Part-Time Flexible Roll.**

a. Part-time flexibles are placed on the part-time flexible roll of their respective crafts in the order of the date of appointment as a full-time regular or part-time flexible from a competitive Civil Service eligible register or other means. In cases of appointment of more than one eligible on the same day from the same competitive register, their position on the part-time flexible roster will be in accord with their standing on the Civil Service eligible register.

b. Part-time flexibles shall be changed to full-time regular positions of the same designation and PS salary level in the order of their standing on the part-time flexible roll except as provided for mobile station part-time flexibles.

**10. Surplus U.S. Postal Service Employees.** Surplus U.S. Postal Service employees from nonmail processing and nonmail delivery installations, regional offices, the U.S. Postal Service Headquarters or from other Federal departments or agencies

begin a new period of seniority effective the date of reassignment.

**11. Special Rules.**

a. This section applies to all clerks, PS salary level 5 or 6, who have changed or hereafter are changed between post office and road clerk assignments.

b. Seniority for preferred assignments which has been established under July 1, 1964 Agreement continues except as herein provided.

c. The seniority for preferred assignments of an excess clerk reassigned between post office and road clerk assignments on or after July 23, 1960, includes both his post office and road clerk seniority as established July 23, 1960, for road clerks.

d. A part-time flexible or full-time regular clerk's voluntary change at the mobile station between post office and road clerk assignments, on or after July 23, 1960, is at the foot of the part-time flexible roll. Upon his change to full-time regular from the top of the part-time flexible roll, his seniority for preferred assignments includes his post office and road clerk seniority as established in c above. Refer to section G as to other voluntary changes.

e. The rules in this section apply to clerks in transfer offices on the date this section became effective, March 17, 1966. Thereafter, clerks in transfer offices are subject to the rules generally applicable in the clerk craft.

f. Change by Employee's Request.

(1) When a mobile part-time flexible voluntarily requests reassignment to a stationary installation, other than the stationary installation of the mobile station, he shall be placed at the foot of the part-time flexible roll and start a new period of seniority.

(2) A part-time flexible or full-time regular employee's voluntary change from a level 6 mobile part-time flexible to a level 5 part-time flexible at the stationary installation of the mobile station is at the foot of the part-time flexible roll. Upon change to full-time regular, from the top of the part-time flexible roll, seniority for preferred assignments shall include the seniority acquired in level 6 before such voluntary change, augmented by his part-time flexible service in level 5.

**E. Special Benefits to Certain Veteran Employees.**

1. Employees whose names were within reach on an eligible

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

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

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

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

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

3. Reassignment and return in 90 days. An employee, full-time regular or part-time flexible, voluntarily reassigned from one craft to another at the same installation with or without change in PS salary level, and voluntarily reassigned within 90 days to his former craft retains seniority previously acquired in the craft augmented by the intervening employment.

**4. Return From Any Position For Which Selection Was Based On "Best Qualified."**

a. When a full-time regular, either voluntarily or for disciplinary reasons, returns to the same installation and to the last craft he left, he shall have his seniority established after reassignment as the seniority he had when he left that craft without seniority credit for service outside that craft.

b. The same rule applies to full-time regulars returning from any position in the same craft to which selection was made on the basis of "Best Qualified."

c. Upon involuntary reassignment of a full-time regular employee from a position for which selection was based on best qualified, except for disciplinary reasons, if he returns to the same installation and to the last craft he left, he shall have his seniority established after reassignment as his former seniority plus seniority for service in the positions outside the craft.

d. The same rule applies to full-time regulars returning from any position in the same craft to which selection was made on the basis of best qualified.

e. Full-time regulars reassigned as provided in (a), (b), (c), and (d) above may bid on any existing vacancies, but shall not bump.

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

**G. Changes in Which Seniority Is Lost.** Except as specifically provided elsewhere in this Agreement, a full-time regular begins a new period of seniority:

1. When the change is at his own request:

- a. From one postal installation to another
- b. From one craft to another.

2. Upon reinstatement or reemployment.

3. Upon transfer into the postal service.

4. Upon a mutual exchange between two employees.

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

1. When an occupied Level 5 position is upgraded on the basis of the present duties:

a. The incumbent will remain in the upgraded job provided he has been in that job for more than one year.

b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job for more than one year.

2. When an occupied Level 5 position is upgraded on the basis of duties which are added to the position:

a. The incumbent will remain in the upgraded job provided he has been in that job for more than one year. The year of required incumbency in the job begins when the duty or duties were added which permitted the job to be re-ranked.

b. The job will be posted for bid in accordance with the Agreement if the incumbent has not been in the job more than one year since the date when the duty or duties were added which later permitted the job to be re-ranked.

#### **I. Conversions from Temporary to Career Appointment.**

1. Under Civil Service Regulation 315.703 (formerly 3.105)

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

2. Under Public Law 836 and Executive Order 10880—When two or more employees are converted under these authorities, on the same date, entry on the substitute rolls will be determined by the total length of postal field service.

3. When an employee is converted to career the same day an employee is appointed from the register, the converted employee stands first on the substitute roll. He also is placed ahead of any employee reinstated or transferred on the same day except for those employees given a higher standing by specific provisions in this Agreement. In like manner, a reinstated or transferred employee shall be entered on the substitute roll ahead of one appointed from the register the same day.

4. First preference for filling vacancies shall be given to qualified career employees.

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

1. Any letter carrier or clerk in the postal service entitled

as a preference eligible to 10 points under the Veterans' Preference Act of 1944, as amended, in addition to his earned rating, who on or after the date of enactment of this act is reassigned from the position of letter carrier to that of clerk, or from the position of clerk to that of letter carrier, as the case may be, shall not incur loss of seniority by reason of such reassignment, if, within 30 days after such reassignment he presents to the Civil Service Commission evidence that such reassignment was necessitated principally by reason of a disability which he received on active duty in the Armed Forces of the United States.

2. No full-time regular shall be reduced to a part-time flexible status to accord the benefits of the Act to another employee.

3. When the Civil Service Commission approves the restoration of seniority to an employee under P.L. 739 and the employee is a part-time flexible, he shall be placed on the part-time flexible roll according to the position he should have attained thereon had he originally been appointed to that part-time flexible roll from the register.

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

### **SECTION III: MOTOR VEHICLE CRAFT.**

#### **A. Introduction.**

1. The U.S. Postal Service and the Motor Vehicle Craft Division, APWU, AFL-CIO, agree to the following seniority principles which replace all former rules, instructions and practices.

2. This Agreement continues relative seniority standings properly established under past instructions, rules, practices and agreements and the Agreement shall be so applied. Seniority standings so established shall not be changed except to correct an error. If an employee requests a correction of seniority standing, it is the responsibility of the requesting employee to identify and restate the specific instructions, rule or practice in support of the request.

#### **B. Seniority for Preferred Assignments.**

1. This determines relative standing among eligible full-time regular employees. It is computed from the assignment of a

full-time regular or part-time flexible employee to a particular position designation in the Motor Vehicle Craft and accrues while he continues in the same installation, salary level and position designation. See B.5. and B.6., below.

2. Employees who change, or have changed, from one designation to another and who during continuous employment in the vehicle service and in the same installation return to the former position designation and salary level regain the seniority, they had in that position, without seniority credit for intervening employment in other position designations, except as provided for in paragraphs 4 and 5 below.

3. Except as specifically provided for in the Basic Agreement, full-time regulars, upon entering the motor vehicle craft from another craft or installation, begin a new period of seniority.

4. When two or more employees in the same installation, salary level, and position designation have seniority for preferred assignments from the same date, the tie will be broken:

a. By standing on the part-time flexible roll when both were appointed as a part-time flexible in the same installation, position designation, and salary level.

b. By total length of full-time regular or part-time flexible vehicle service in the installation if the tie is not broken by the preceding rule.

c. When a vehicle service employee's casual appointment is converted to a career appointment the same day there is a new career appointment, reinstatement, reassignment, transfer or promotion to the same salary level and position designation, the converted employee is senior and precedes the other on the part-time flexible roll.

**5. Seniority is restored under the following conditions:**

a. **Reemployment After Disability Separation.** On reinstatement or reemployment after separation caused by disability, retirement or resignation because of personal illness and the employee so stated in his resignation and furnished satisfactory evidence for inclusion in his personnel folder, the employee received seniority credit for past service for the time on the disability retirement or for illness if reinstated or reemployed in the same postal installation and craft and in the same or lower PS salary level, from which originally separated; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability

retirement must be supported by notice of recovery from the Bureau of Retirement and Insurance, Civil Service Commission, and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner. When reinstatement is to the part-time flexible roll, standing on the roll shall be the same as if employment had not been interrupted by the separation.

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

c. **Reassignment and return in 90 days.** An employee, full-time regular or part-time flexible, voluntarily reassigned from one craft to another at the same installation with or without change in PS salary level, and voluntarily reassigned within 90 days to his former craft, position designation, and salary level, retains seniority previously acquired in the craft augmented by the intervening employment.

**6. Motor Vehicle Operators and Tractor-Trailer Operators:**

a. Full-time regular Tractor-Trailer Operators bidding for PS-6 tractor trailer assignments shall be assigned before posting any vacant level 6 assignment for bids by full-time regular level 5 operators.

b. Remaining PS-6 Tractor Trailer assignments shall be filled by promoting the senior qualified PS-5 Motor Vehicle Operator who bids.

c. PS-6 Tractor-Trailer Operator may bid in competition with PS-5 Motor Vehicle Operator for PS-5 Motor Vehicle Operator assignment.

d. Seniority for choice of assignments is retained upon change from Motor Vehicle Operator to Tractor-Trailer Operator, or the reverse.

**7. Motor Vehicle Operations New in Installation.** In an installation which has had no Motor Vehicle Operations assignments, any such newly established Motor Vehicle Operator or Tractor-Trailer Operator assignments shall be awarded to qualified vehicle maintenance service applicants who are employed in the same installation. The provisions of Article XII, Section I, C.7. shall be complied with before application of this paragraph.

### **C. Definitions.**

**1. Service Seniority.** Vehicle service employees on the rolls May 1, 1958, for service seniority purposes, were credited with all indefinite and temporary employment continuous to career appointment. The use of the service seniority was limited to breaking ties among equally qualified candidates for promotion. The temporary employment is not credited toward seniority for preferred assignments.

**2. Craft Group.** The craft group is composed of those positions for which the union has secured exclusive recognition at the national level.

**3. Application.** A written request by a full-time regular for consideration for an assignment for which he is not entitled to submit a bid.

**4. Bid.** A written request submitted to the installation head to be assigned to a duty assignment by a full-time regular eligible to bid on a vacancy or newly established duty assignment.

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

**6. Preferred Duty Assignment.** Any assignment preferred by a full-time regular.

**7. Eligible Bidder.** Full-time regular employees are eligible to bid only within the vehicle craft in the same installation, salary level, and position designation except as specifically provided for in Section B, paragraph 5.

**D. Excess Employees.** Length of full-time regular or part-time flexible service (service seniority) in the Motor Vehicle Craft in the same installation governs in identifying excess employees within a position designation.

**E. Responsibility.** The installation head is responsible for day-to-day administration of seniority. The application of this Agreement shall be open to negotiation at post office level with the designated local affiliate of the union holding exclusive recognition at the National Level for the craft.

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

## **SECTION IV: MAINTENANCE CRAFT.**

**A. Introduction.** The U.S. Postal Service and the Maintenance

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

**B. Coverage.** This Seniority Agreement applies to all regular workforce Maintenance Craft employees when it is necessary for filling vacant assignments and for other purposes. No employee solely by reason of this Agreement shall be displaced from an assignment he gained in accordance with former rules.

**C. Responsibility.** The installation head is responsible for day-to-day administration of seniority. The application of this Agreement shall be open to negotiation at installation level with the designated local affiliate of the union holding exclusive recognition at the National Level for the Maintenance Craft.

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

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

### **E. Definitions.**

**1. Maintenance Craft.** All employees in Maintenance Craft positions for which the union has secured exclusive recognition at the national level.

**2. Installation.** A Main Post Office, airport mail facility, terminal or any similar organizational unit under the direction of one postal official, together with all stations, branches and other subordinate units.

**3. Duty Assignment.** A set of duties and responsibilities within a recognized position regularly scheduled during specific hours of duty.

**4. Preferred Assignment.** An assignment preferred over his present assignment by an employee eligible to bid for such assignment when it is posted for bid.

**5. Bid.** A written request to be assigned to a posted duty assignment, submitted by an employee eligible to bid for such duty assignment.

**6. Application.** A written request by an employee for

consideration for a promotion or an assignment for which he is not eligible to submit a bid.

**7. Service Seniority.** That seniority based on total service in the Maintenance Craft in a particular installation of the U.S. Postal Service, regardless of position designation beginning with:

a. Career appointment.

b. Employees who were on the rolls before May 1, 1958, who had temporary or indefinite appointments which continued to career appointment, retain seniority credit for combined temporary, indefinite, and career employment which was continuous in the same position designation and installation.

c. The seniority of employees transferred from the former Post Office Department to the General Services Administration July 1, 1950, under Reorganization Plan 18, and later returned to the Maintenance Craft of the U.S. Postal Service, is established by excluding their employment for the General Services Administration.

**8. Seniority for Preferred Assignments.** This seniority determines relative standing among regular workforce employees eligible to bid for preferred assignments. It is computed from entry into a regular workforce position in a particular position designation and level. It continues to accrue so long as service in the same position designation and level, and installation is uninterrupted.

**F. Loss of Seniority.** Employees lose all seniority for preferred assignments upon:

1. Change from one craft or occupational group to another, and from one position designation and level to another.
2. Change from one postal installation to another.
3. Separation or resignation.

**G. Restoration of Service Seniority and Seniority for Preferred Assignments.** Seniority is restored as if service had been continuous upon:

1. Reemployment in same installation after separation for disability.
2. Restoration in the same installation after military duty.
3. Restoration to former position in same installation after unwarranted or unjustified separation.

4. Voluntary return within the same installation to the same position designation and level and the same craft or occupational group from which voluntarily changed within the preceding 90 days.

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

#### **H. Reduction of Seniority for Preferred Assignments.**

1. Change to a lower PS level in the same installation, whether voluntary or for disciplinary reasons, in the position designation and level from which promoted is with former length of seniority without credit for employment in any higher level or levels.

2. Change to a lower PS level in the same installation other than the level from which promoted, whether the change is voluntary, for disciplinary reasons, or arbitrary, is with seniority one day less than the junior regular workforce employee in such craft or occupational group or the employee's own seniority, whichever is lesser.

#### **I. Seniority Granted by Law.**

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

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

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

**J. Excess Employees.** Length of regular workforce service in the Maintenance Craft in the same installation governs in identifying excess employees within a position designation.

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

## **ARTICLE XIII. MISCELLANEOUS**

**SECTION 1. Credit Unions.** In the event that Unions signatory to this Agreement or their local unions (whether called branches or by other names) presently operate or shall hereafter establish and charter credit unions, the Employer shall, without charge, authorize and provide space, if available, for the operation of such credit unions in federal buildings, in other than workroom space.

Any postal employee who is an employee of any such credit union shall, if such employee can be spared, be granted annual leave or leave without pay, at the option of the employee, for up to four (4) hours daily, to perform credit union duties.

**SECTION 2. Travel, Subsistence and Transportation.** The Employer shall continue the current travel, subsistence, and transportation program for the duration of this Agreement.

## **ARTICLE XIV. SAFETY AND HEALTH**

**SECTION 1.** It is the responsibility of management to provide safe working conditions and to develop a safe working force. The Unions will cooperate with and assist management to live up to this responsibility.

**SECTION 2.** The Employer and the Unions insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions.

**SECTION 3.** To assist in the positive implementation of the program there shall be established:

**A.** At the Employer's Headquarters level, a joint Labor-Management Safety Committee to consider and make recommendation on the various aspects of the Employer's Safety Program. Representation on the Committee, to be specifically determined by the Employer and the Unions, shall include one person from each of the Unions and representatives from appropriate Departments in the Postal Service. The chairman will be designated by the Employer.

The Committee will be scheduled to meet quarterly and at such other times as the Committee may deem necessary.

**B.** The Employer will make Health Service available for the treatment of job related injury or illness where it determines they are needed. This Health Service will be available from any of the following sources: U.S. Public Health Service; other government or public medical sources within the area; independent or private medical facilities or services that can be contracted for; or in the event funds, spaces, and personnel are available for such purposes, they may be staffed at the installation. Determination of source of service shall be made by the Employer.

**SECTION 4.** At each postal installation having 100 or more employees, a joint Labor-Management Safety and Health Committee will be established. Similar committees may be established upon request of the installation head in installations having fewer than 100 employees, as appropriate.

There shall be equal representation on the Committee between the Unions and management. The representation on the Committee to be specifically determined by the Employer and the Unions shall include one person from each of the Unions and appropriate management representatives. The Chairman will be designated by the Employer.

**SECTION 5.** Individual grievances shall not be made the subject of discussion during Safety and Health Committee meetings.

**SECTION 6.** It is the intent of this program to insure broad exposure to employees, to develop interest by active participation of employees, to insure new ideas being presented to the Committee and to make certain that employees in all areas of an Installation have an opportunity to be represented. At the same time, it is recognized that for the program to be effective, it is desirable to provide for a continuity in the committee work from year to year. Therefore, except for the Chairman and Secretary, the Committee members shall serve three-year terms but shall not be eligible to succeed themselves.

**SECTION 7.** The Safety and Health Committee shall meet at least quarterly and at such other times as designated by the Chairman. The meeting shall be on official time. Each Committee member shall submit agenda items to the Secretary

at least three (3) days prior to the meeting. A member of the Health Unit will be invited to participate in the meeting of the Labor-Management Safety and Health Committee when agenda items relate to the activities of the Health Unit.

**SECTION 8.** The Committee shall review the progress in accident prevention and health at the installation; determine program areas which should have increased emphasis.

The Committee shall at its discretion render reports to the installation head and may at its discretion make recommendations to the installation head for action on matters concerning safety and health. The installation head shall within a reasonable period of time advise the Committee the recommended action has been taken or advise the Committee as to why it has not. If the Committee is not satisfied as to why the action was not taken it may refer the matter to the Committee at Headquarters level which shall review the subject and undertake to see to it that appropriate action, if any, is taken.

When approved by the Chairman of the Committee, on the spot inspection of particular troublesome areas may be made by individual Committee members or a Sub-Committee or the Committee as a whole. When so approved, the Committee members shall be on official time while making such inspection.

## **ARTICLE XV. GRIEVANCE PROCEDURE**

**SECTION 1. Definition.** When an employee covered by the terms of this Agreement or the Union believes that the Employer has violated the terms of this Agreement and that by reason of such violation his or its rights arising out of this Agreement have been adversely affected, the employee or the Union shall be required to follow the procedure set forth below in presenting the grievance.

### **SECTION 2. Procedure.**

**Step 1:** The employee must discuss the complaint with his immediate supervisor within five (5) days of when the employee or Union has learned or may reasonably have been expected to have learned of its cause. The employee may be accompanied by his steward or a union representative, if he so desires. The supervisor shall render a decision within two (2) days. The Union shall be entitled to appeal an adverse

decision in Step Two of the grievance procedure within five (5) days after receipt of the Employer's decision.

**Step 2:** Such appeal shall be made in writing to the head of the installation, or his designee. The employee shall be represented by a steward or a Union representative. A decision by the Employer regarding the grievance shall be rendered within five (5) days after it has been appealed to Step Two. The Union shall be entitled to appeal an adverse decision to Step Three of the grievance procedure within ten (10) days after receipt of the Employer's decision, except for the subjects specified in Step Two b.

b. In the absence of settlement through Step 2-a, grievances involving the subject of disciplinary action taken against an employee or the discharge of an employee may not be submitted to Step Three or Four, but may be appealed in writing to the Director of Employee Relations in the Regional Office within ten (10) days after receipt of the Employer's decision. The Director shall provide a hearing at a management level higher than the installation level and at a location convenient to the parties. The employee may be represented by an area or regional Union representative, and the Employer's decision shall be rendered within seven (7) days after the grievance has been appealed to this step. If there is no settlement at this step, the Union shall be entitled to refer the grievance direct to arbitration within fifteen (15) days, and in accordance with the arbitration procedure.

**Step 3:** Appeals from decisions rendered at Step 2-a, shall be made in writing to the regional office of the Employer.

The employee shall be represented before the regional office by an area or regional Union representative. A decision by the Employer regarding the grievance shall be rendered within ten (10) days after it has been appealed to Step Three. The Union shall be entitled to appeal an adverse decision to Step Four (National level) of the grievance procedure within fifteen (15) days after receipt of the Employer's decision.

**Step 4:** The parties shall meet at the National level within fifteen (15) days of such appeal in an attempt to resolve the grievance. Following this meeting a decision by the Employer will be rendered within fifteen (15) days. If the parties are not able to resolve the grievance, the Union shall be entitled to refer the grievance to arbitration within fifteen (15) days in accordance with the arbitration procedure.



Either the Union or the Employer is entitled to bypass the procedures provided in Steps Three or Four, or both.

Failure by the Employer to render a decision in any of the steps of this procedure within the time herein provided for (including mutually agreed-to extension periods) shall be deemed to move the grievance to the next step of the grievance procedure.

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

It is agreed that in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement, such dispute may be initiated as a grievance at the National level without going through the preceding steps.

**SECTION 3. Arbitration.** A request for arbitration must be submitted within the time limit for appeal as specified for the appropriate Step. The National President of the Union involved must give written authorization of approval to the Employer at the National level before the request for arbitration is submitted.

A panel of six (6) arbitrators will be established by mutual agreement to handle grievances appealed from Steps Two, Three or Four. The method of selection and procedure will be as described below.

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

Arbitration hearings shall be held during working hours. Employee witnesses shall be on Employer time when appearing at the hearing provided the time spent as a witness is part of the employee's regular working hours.

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

The panel of six (6) arbitrators will be selected by the alternative striking of names by the parties from a geographically balanced list of arbitrators provided by the Federal Mediation and Conciliation Service.

Any vacancies in the panel will be filled by the alternative striking of names from a list of five (5) arbitrators supplied by the FMCS. This method will be used if members of the panel are unavailable for any reason. By mutual agreement, the parties may increase the size of the panel, for such time as is necessary, to assure the expeditious processing of grievances. The additional arbitrators will be selected in the same manner as provided above.

## ARTICLE XVI. DISCIPLINE PROCEDURE

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

**SECTION 1.** For a minor offense, counseling in private shall be the method of dealing with that offense. Counseling is a private matter between the supervisor and the employee.

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

**SECTION 3.** In the case of suspensions of more than thirty (30) days, or of discharge, any employee shall, unless otherwise provided herein, be entitled to an advance written notice

of the charges against him and shall remain either on the job or on the clock at the option of the Employer for a period of thirty (30) days. Thereafter, the employee shall remain on the rolls (non pay status) until disposition of his case has been had either by settlement with the Union or through exhaustion of the grievance-arbitration procedure. A preference eligible who chooses to appeal his suspension of more than thirty (30) days or his discharge to the Civil Service Commission rather than through the grievance-arbitration procedure shall remain on the rolls (non-pay status) until disposition of his case has been had either by settlement or through exhaustion of his Civil Service appeal. When there is reasonable cause to believe an employee guilty of a crime for which a sentence of imprisonment can be imposed, the advance notice requirement shall not apply and such an employee may be immediately removed from pay status.

**SECTION 4.** An employee may be immediately placed on an off-duty status (without pay) by the Employer, but remain on the rolls where the allegation involves intoxication (use of drugs or alcohol), pilferage, or failure to observe safety rules and regulations, or in cases where retaining the employee on duty may result in damage to U.S. Postal Service property, loss of mail or funds, or where the employee may be injurious to himself or others. The employee shall remain on the rolls (non pay status) until disposition of his case has been had. If it is proposed to suspend such an employee for more than thirty (30) days or discharge him the emergency action taken under this section may be made the subject of a separate grievance.

**SECTION 5.** In no case may a supervisor impose suspension or discharge upon an employee unless the proposed disciplinary action by the supervisor has first been reviewed and concurred in by the installation head or his designee.

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

**SECTION 6.** A preference eligible is not hereunder deprived of whatever rights of appeal he may have under the Veterans'

Preference Act, but he must exercise his option before invoking the grievance procedure, and if he appeals under the Veterans' Preference Act, he thereby waives all redress under this Agreement.

## **ARTICLE XVII. REPRESENTATION**

**SECTION 1. Stewards.** Stewards may be designated for the purpose of presenting and adjusting grievances.

### **SECTION 2. Appointment of Stewards.**

**A.** Each Union signatory to this Agreement will certify to the Employer in writing a steward or stewards, and alternates in accordance with the following general guidelines. Where more than one steward is appointed, one shall be designated chief steward.

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

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

**C.** At the option of a Union, representatives not on the Employer's payroll shall be entitled to perform the functions of a steward or chief steward.

**SECTION 3. Rights of Stewards.** A steward shall be permitted, subject to business conditions, upon request to his immediate supervisor, to leave his work to investigate and adjust grievances. In the event his duties require that he leave his area of employment and enter other areas within the installation or post office, the steward shall request and, subject to business conditions, be granted authorization from the supervisor in such other area the steward wishes to enter.

The steward or chief steward may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance, and shall have the right to, subject to business conditions, interview the aggrieved employee, supervisors, and witnesses during working hours. While serving as a steward or chief steward an employee may not be involuntarily transferred to another shift or to another facility unless there is no job for which he is qualified on his shift or in his facility.

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

Grievances: Steps 1 and 2—The aggrieved and one Union steward (only as permitted under the formula in Section 2, A) for time actually spent in grievance handling, including investigation and meetings with the Employer.

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

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

**SECTION 5. Labor-Management Committee Meetings.** The Unions party to this Agreement through their designated agents shall be entitled at the national, regional and local levels, and at such other intermediate levels as may be appropriate, to participate in regularly scheduled joint labor-management committee meetings for the purpose of discussing, exploring, and considering with management matters of mutual concern; provided neither party shall attempt to change, add to or vary the terms of this collective bargaining agreement.

Meetings at the national and regional (except as to the Christmas operation) levels will not be compensated by the Employer. Compensation for attendance at such intermediate level meetings as may be appropriate will be determined after the reorganization of the Postal Service is effectuated. The Employer will compensate one designated representative from the Union or Unions concerned with the subject matter

of the meeting for actual time spent in the meeting at the applicable straight time rate, providing the time spent in such meetings is a part of the employee's regular scheduled work day.

**SECTION 6. Union Participation in New Employee Orientation.** During the course of any pre-employment orientation program for new employees, a representative of the Union representing the craft or occupational group to which the new employees are assigned shall be provided ample opportunity to address such new employees, provided that this provision does not preclude the Employer from addressing employees concerning the same subject.

**SECTION 7. Checkoff.** A. In conformity with Section 2 of the Act, 39 U.S.C. 1205, without cost to the Unions, the Employer shall deduct and remit to the appropriate Union the regular and periodic Union dues from the pay of employees who are members of such Union, provided that the Employer has received a written assignment which shall be irrevocable for a period of not more than one year, from each employee on whose account such deductions are to be made. The Employer agrees to remit to each Union all deductions to which it is entitled prior to the end of the month for which such deductions are made. Deductions shall be in such amounts as are designated to the Employer in writing by each Union.

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

#### AUTHORIZATION FOR DEDUCTION OF UNION DUES

United States Post Office Department or  
United States Postal Service

Date .....

I hereby assign to .....  
Union

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

be agreed upon between you and the Union at any time while this authorization is in effect.

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

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

-----  
Signature of Employee

-----  
Type or Print Name of Employee

-----  
Street Address

-----  
City, State

-----  
Employee's Clock Number

-----  
Employee's Social Security No.

-----  
Date of Signature

-----  
Date of Delivery to Employer

(Form to be revised to conform to P.S. machine requirements as on S.F. 1187.)

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

D. The Employer agrees that it will continue in effect, but without cost to employees, its existing program of payroll deductions at the request and on behalf of employees for remittance to financial institutions including credit unions.

## ARTICLE XVIII. NO STRIKE

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

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

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

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

## ARTICLE XIX. SCOPE OF AGREEMENT

This "Working Agreement" constitutes the entire Agreement between the parties and correctly expresses all the rights and obligations of the parties except for those specific subjects which the parties have formally agreed to continue negotiating after this "Working Agreement" is concluded. The parties acknowledge that each had the opportunity to make demands and proposals with respect to all collective bargaining subjects. Each party agrees that for the life of this "Working Agreement" the other parties shall not be obligated to bargain with respect to any subject not covered in the "Working Agreement" or reserved by formal under-

standing as a subject for continued negotiation during the term of this Agreement.

## **ARTICLE XX. SEPARABILITY CLAUSE**

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

**SECTION 2. Savings.** By entering into this Agreement the Employer does not in any way accept any concept or express any view regarding internal union procedures which are not properly determined by collective bargaining and are matters properly regulated by methods outside of that process.

**SECTION 3.** This Agreement shall be effective July 20, 1971, and shall remain in full force and effect to and including 12 midnight July 20, 1973, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than 90 or more than 120 days before the expiration date of the Agreement.

## **ARTICLE XXI. BENEFIT PLANS**

**SECTION 1.** The Employer shall continue the health insurance benefit program at the current contribution level for the duration of this Agreement.

**SECTION 2.** The Employer shall continue funding the life insurance program at the current contribution level for the duration of this Agreement.

**SECTION 3. Retirement.** The Employer shall continue the funding and administration of the retirement program at the current contribution level for the duration of this Agreement.

**SECTION 4. Injury Compensation.** The Employer shall continue the funding and administration of the injury compensation program at the current level for the duration of this Agreement.

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

## **APPENDIX A**

### **APPLICATION OF NEW EMPLOYEE CATEGORIES**

**A.** Where the parties have agreed herein that regulations in effect on the date of this Agreement will continue to govern without substantive changes, those regulations, where appropriate, shall be applied to the new categories of employees in the following manner:

1. Regulations specifically applicable to career annual rate regulars shall be applicable to regular full-time employees.
2. Regulations specifically applicable to hourly rate regular employees shall be applicable to part-time employees with regular schedules.
3. Regulations specifically applicable to substitute employees shall be applicable to part-time employees with flexible schedules.
4. Regulations specifically applicable to 90 day temporary substitutes or seasonal assistants shall be applicable to casual employees.

**B.** The same principles will be followed in determining the applicability of the provisions of the Agreement between the United States Post Office Department and the seven national exclusive unions, dated March 9, 1968, which the parties have specifically agreed to abide by for the duration of this Agreement.

## APPENDIX B

### ITEMS REFERRED TO STUDY COMMITTEE

The following is a listing of the proposals which the parties agree shall be submitted to study committees.

Title	Proposal Number
Parking (Present facilities) .....	(28)
Employee Services .....	(35)
Joint Employee Benefit Committee (No money) .....	(32)

## APPENDIX C

### ITEMS REFERRED TO FURTHER NEGOTIATION

The following is a listing of the Proposals upon which the parties will conduct further negotiations for a period of 90 days commencing August 16, 1971. Any issues remaining unresolved at the end of said 90 days will be referred to final and binding arbitration. Arbitration shall be conducted in conformity with Section 1207(c) of the Postal Reorganization Act.

During the period of bargaining and/or arbitration provided herein the terms and provisions of the previous Agreement between the parties limited specifically to the subjects listed below shall continue to apply.

During the period of bargaining and/or arbitration provided herein grievances which concern the items listed below referred to further negotiation shall be processed pursuant to the terms of Article XV of the "Working Agreement". Grievances resolved during the period of negotiations and/or arbitration shall not serve as a precedent in construing or applying the terms and provisions of any agreement hereafter concluded which replaces or supersedes the terms and provisions of the previous Agreement between the parties.

Title	Proposal Number
Bulletin Boards .....	(27)
Rights of Union to Enter Postal Installations .....	(33)

Employees on Leave with Regard Union Business .....	(48)
Higher Level Assignments .....	(43)
Uniforms and Work Clothes .....	(29)
Proposal for Assessment of U.S.P.S. Property and Vehicle Damage .....	(23)
Overages—Shortages .....	(61)
Limitation on Revocation—SF-46 .....	(24)
Local Implementation .....	(42)
Craft List (Non-Cost) .....	(47)
Union-Management Cooperation .....	(59)
Leave (Non-Cost) .....	(21)
Promotions: (Un. Prop. 21, para. 1 thru 5; not including para. 6, promo- tion to initial level supervisory position) .....	(21)
Work and Time Standards (subject matter only) .....	(..)

### ITEMS NEGOTIATED SUBSEQUENT TO JULY 20, 1971, PURSUANT TO APPENDIX C OF NATIONAL WORKING AGREEMENT

## ARTICLE XXII. BULLETIN BOARDS

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

### **ARTICLE XXIII. RIGHTS OF UNION OFFICIALS TO ENTER POSTAL INSTALLATIONS**

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

### **ARTICLE XXIV. EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS**

1. Any employee on leave without pay to devote full- or part-time service to a Union signatory to this Agreement shall be entitled to step increases and annual and sick leave in accordance with Article IX and Article X of this Agreement.

2. An employee will be granted annual leave or leave without pay at the election of the employee to attend National, State, and Regional Union Conventions (Assemblies) provided that a request for leave has been submitted by the employee to the Installation Head as soon as practicable and provided that approval of such leave does not seriously adversely affect the service needs of the installation.

3. If the requested leave falls within the choice vacation period and if the request is submitted prior to the determination of the choice vacation period schedule, it will be granted prior to making commitments for vacations during the choice period, and will be considered part of the total choice vacation plan for the installation, unless agreed to the contrary at the local level. Where the specific delegates to the Convention (Assembly) have not yet been determined, upon the request of the Union, the Employer will make provision for leave for these delegates prior to making commitments for vacations.

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

5. In the event a replacement is not available on a rural route, the Installation Head will make every reasonable effort to secure a replacement.

### **ARTICLE XXV. HIGHER LEVEL ASSIGNMENTS**

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

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

3. A rural carrier who is detailed to a ranked position, under a different salary schedule, will first be converted to level PS-5 in his rural carrier step. He will then be paid for higher level work at the same rate as a PS-5 employee as provided above. A rural carrier who normally serves a route 6 days a week or 6 days every other week who is detailed to a position under a different salary schedule for five 8-hour days in a service week will be paid for his full work week without carrying his route on Saturday.

4. Any employee detailed to higher level work shall be given a written management order, stating beginning and approximate termination, and directing the employee to perform the duties of the higher level position. Such written order shall be accepted as authorization for the higher level pay.

5. Detailing of employees to higher level bargaining unit work in each craft shall be from those eligible, qualified, and available employees in each craft in the immediate work area in which the temporarily vacant higher level position exists.

6. Leave pay for employees detailed to a higher level position will be administered in accordance with the following:

Employees working short term on a higher level assignment or detail will be entitled to approved sick and annual paid leave at the higher level rate for a period not to exceed 3 days.

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

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

such assignment or detail to the higher level position is resumed upon return to work.

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

## **ARTICLE XXVI. UNIFORMS AND WORK CLOTHES**

The parties agree that there shall be established a National Joint Labor Management Uniform Control Committee to recommend the most appropriate Uniform and Work Clothes program. The committee shall be composed of a representative of each Union signatory to the Agreement which represents employees entitled to uniforms or work clothing and an equal number of representatives of the employer. The chairmanship of the committee shall alternate each meeting between the union members and the Postal Service members.

The committee shall meet at least once each 3 months and at such other times as may be necessary or as requested by either of the parties.

The Committee shall have jurisdiction to consider all matters pertaining to the Uniform Allowance program, including but not limited to, the amount of the allowance for employees in the various crafts; the uniform items or work clothes items for which allowances are applicable; the design, color, quality and fabrics of authorized reimbursable items.

All employees who are required to wear uniforms or work clothes shall be furnished uniforms or work clothes or shall be reimbursed for purchases of authorized items within limits established after consideration of the recommendations of the committee.

The committee may also consider new categories of employees eligible to receive a uniform or work clothes allowance and the amount of such allowance and make appropriate recommendations.

The current allowance levels and administration of the Uniform and Work Clothes program shall be continued unless otherwise changed by the employer based on recommendations of the committee.

"Wear-out" periods for uniform items being changed or replaced shall be determined by the committee and appropriate recommendations made after giving full consideration to the type of changes being made, the economic effect upon the em-

ployees involved for replacement, and the overall appearance of the uniform.

The committee shall establish its own rules of procedure.

Recommendations of the committee shall be addressed to the Postmaster General or his designee.

## **ARTICLE XXVII. EMPLOYEE CLAIMS**

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

Claims should be documented, if possible, and submitted with recommendations by the union steward to the Employer at the local level. The Employer will submit the claim, with his and the steward's recommendation, to the regional office for determination. An adverse determination may be appealed to Step 4 of the Grievance Arbitration procedure.

## **ARTICLE XXVIII. EMPLOYER CLAIMS**

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

### **SECTION 1. Shortages in Fixed Credits.**

Employees who are assigned fixed credits or vending credits shall be strictly accountable for the amount of the credit. If any shortage occurs, the employee shall be financially liable unless he exercised reasonable care in the performance of his duties.

In this regard the Employer agrees to:

(a) Continue to provide adequate security for all employees responsible for postal funds;



(b) prohibit an employee from using the fixed credit or other financial accountability of any other employee without permission;

(c) grant the opportunity to an employee to be present whenever his fixed credit is being audited and if he is not available to have a witness of his choice present;

(d) absolve an employee of any liability for loss from cashing checks if he follows established precedures.

#### **SECTION 2. Loss or Damage of the Mails.**

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

#### **SECTION 3. Damage to U.S.P.S. Property and Vehicles.**

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

### **ARTICLE XXIX. LIMITATION ON REVOCATION OF SF-46**

An employee's SF-46, Operators Identification card, may be revoked or suspended when his on-duty record shows that he is an unsafe driver.

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

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

SF-46 is under consideration based on his on-duty record, such conditional revocation or suspension of the State driver's license may be considered in making a final determination.

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

In the event a rural carrier or a substitute rural carrier in a leave earning capacity loses his SF-46 and cannot be employed in the installation, a licensed driver meeting the Employer's driving standards may be provided by the rural carrier or a substitute rural carrier in a leave earning capacity at his option and at his expense for a period not to exceed 1 year.

### **ARTICLE XXX. LOCAL IMPLEMENTATION**

The parties recognize that it is impractical to set forth in this Agreement all detailed matters relating to local conditions of employment and further negotiations regarding local conditions will be required with respect to local installations, post offices, and facilities. Accordingly, designated agents of the Unions signatory to this Agreement and the representatives of the Employer shall negotiate such matters on a local level, and any agreement reached shall be incorporated in memoranda of understanding. No such negotiations or memoranda of understanding shall be inconsistent or in conflict with this Agreement, nor deprive any employee of any rights or benefits provided for under this Agreement.

Local negotiations shall commence on February 1, 1972. If agreement is not reached at the local level within 30 days, the issues remaining in dispute shall be referred for impasse resolution to the regional level.

Impasses at the regional level which are not resolved by May 1, 1972, shall be referred for settlement to the national level. Unresolved impasses at the national level may thereafter be submitted to arbitration at the national level at the option of a Union or Unions signatory hereto or the Employer if agreement has not been reached by June 15, 1972.

For the purposes of providing such arbitration, the following procedure shall be followed: The Unions and the Employer shall each name one arbitrator. The two arbitrators thus selected shall seek to agree upon a third neutral arbitrator. In the event they fail to do so within 5 days, the neutral arbitrator shall be appointed by the American Arbitration Association. The cost of the neutral shall be shared equally by the Unions and the Employer.

## **ARTICLE XXXI UNION-MANAGEMENT COOPERATION**

### **SECTION 1.**

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

### **SECTION 2.**

During March and September the Employer shall furnish the Unions a computer tape from the Data Center computer files containing the following information concerning employees in the bargaining unit; name, full address, and social security number; craft designation; post office name, finance number, and class.

## **ARTICLE XXXII. LEAVE**

In reaching agreement on the subject of "leave" as provided in Appendix C of the Working Agreement, the parties recognize that it is not timely to implement such agreement insofar as the 1972 leave program is concerned. Accordingly, the Employer agrees to follow a policy which provides for following the provisions of any local agreement which evolved out of the 1968 National Agreement in formulating the leave program for calendar year 1972 except where the local parties have or may agree otherwise or where the Regional Postmaster General has determined that adherence to the policy would seriously impair the needs of the service. If this determination is not acceptable to the Union or Unions, the matter may be referred to arbitration within ten (10) days from the date upon which the Regional Postmaster General advises the Union or Unions of the exception. The arbitrator shall be selected in the manner provided under Article XV of the National Agreement and he shall make a determination of what leave program for the calendar year 1972 shall be adopted which will incorporate due consideration for the needs of the service.

It is further understood by the parties that nothing herein prejudices the Employer's position that local agreements are

not legally in effect, or the Union's position that local agreements are legally in effect.

### **A. Choice Vacation Period.**

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

2. Care shall be exercised to assure that no employee is required to forfeit any part of his annual leave.

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

4. Subject to the provisions of section B2-b, annual leave shall be granted as follows:

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

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

c. The subject of whether an employee may at his option request two (2) selections during the choice period(s), in units of either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.

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

5. The vacation period shall start on the first day of the employee's basic work week. Exceptions may be granted by agreement among the employee, his union representative and the employer.

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

### **B. Vacation Planning.**

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

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

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

a. Determine the amount of annual leave accrued to each employee's credit including that for the current year and the amount he expects to take in the current year.

b. Determine the maximum number of employees that may be granted leave each week during the choice vacation period(s).

c. Determine a final date for submission of applications for vacation period(s) of the employee's choice during the choice vacation period(s).

d. Provide official notice to each employee of the vacation schedule approved for him.

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

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

5. Rural carriers shall be granted annual leave in minimum units of one day in accordance with their personal wishes, provided a substitute rural carrier of record is available for their replacement. It shall be the responsibility of each rural carrier to plan his vacation at times when a substitute of record is available.

#### **C. Sick Leave.**

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

1. Credit employees with sick leave as earned.

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

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

4. Unit charges for sick leave:

a. Minimum units of 1 hour, except rural carriers and employees on read duty.

b. One day for rural carriers and substitute rural carriers earning leave.

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

### **ARTICLE XXXIII. PROMOTIONS**

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

Promotion to positions enumerated in the Supplemental Agreements on Seniority which have been incorporated by reference in Article XII shall be made in accordance with such Supplemental Agreements by selection of the senior qualified employee bidding for the position.

### **ARTICLE XXXIV. WORK AND/OR TIME STANDARDS**

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

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

The employer agrees that the union or unions concerned through qualified representatives will be kept informed during the making of time or work studies which are to be used as a basis for changing current or instituting new work measurement systems or work or time standards.

The employer agrees that before changing any current or instituting any new work measurement systems or work or time standards, it will notify the union or unions concerned as far in advance as practicable.

Within a reasonable time not to exceed 10 days after the receipt of such notice, representatives of the union or unions,

and the employer shall meet for the purpose of resolving any differences that may arise concerning such proposed work measurement systems or work or time standards.

If no agreement is reached within 5 days after the meetings begin, the employer may institute or change such systems or standards.

If after receipt of such notification it is necessary for a determination by the union or unions as to whether any of the matters dealt with in the notification are to be regarded by them as being in violation of paragraph 2, above, the union or unions shall, after reasonable notice to the employer be permitted through qualified representatives to make time or work studies. If such studies are not completed prior to the employer's instituting the new or changed system or standards, the studies may, nevertheless, be completed. There shall be no disruption of operations or of the work of employees due to the making of such studies. Upon request, the union representative shall be permitted to examine relevant available technical information necessary to complete the union's study. The employer is to be kept informed during the making of such studies.

If after initiating a change the union or unions concerned believe there is a violation of the above second paragraph, it is expressly understood that the matter is grievable.

Nothing herein shall affect the craft proposals made by the unions which shall remain the subject of bargaining, and in event of disagreement subject to arbitration in accordance with the arbitration procedures set forth in Appendix C.

#### **ARTICLE XXXV. (APWU CRAFT)**

The following is the understanding of the Parties:

A. The addition of the ninth holiday in article XI of the National Agreement is extended to road duty employees by basing their regular straight time hourly rate on their annual rate divided by 2008 hours.

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

C. Supervisors shall not perform work normally performed by bargaining unit employees, except:

1. In an emergency;
2. For the purpose of training or instructing an employee;

- 3 To assure the proper operation of equipment;
4. To protect postal service property;
5. To protect the safety of employees; or
6. When the duties are included in the supervisor's position description.

D. In the interest of safety and health and other appropriate considerations, properly certified National representatives of the Unions representing employees driving postal vehicles will be given an opportunity to examine and comment on new type vehicles during the developmental stage.

E. The Employer shall continue the current reimbursement rates for special delivery messengers who voluntarily agree to supply their privately owned vehicles.

F. There will be established at the national level a joint labor-management scheme committee which shall be a subcommittee of the National Labor Management Committee as established by article XVII, section 5. Such subcommittee may consider appropriate matters relating to schemes. Similar subcommittees may be established as a part of the local labor-management committees.

G. The subject of fatigue as it relates to the safety and health of an employee is a proper subject for the consideration of the joint Labor-Management Safety Committee as provided in article XIV of the National Agreement. The Employer will continue to furnish adjustable platform stools for periods of sustained distribution as heretofore.

#### **ARTICLE XXXVI. (NALC CRAFT)**

#### **ARTICLE XXXVII. (MAIL HANDLERS)**

#### **ARTICLE XXXVIII. (RURAL CARRIERS)**

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