

Changes to Article 13
and
Part 546 of the ELM

Iowa Fall Convention
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COLLECTIVE BARGAINING AGREEMENT

Between
**American
Postal Workers
Union, AFL-CIO**

And
U.S. Postal Service

**November 21, 2006
November 20, 2010**



Article 12.5.D

D. Part-Time Regular Employees

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

Section 6. Transfers

A. Installation heads will consider requests for transfers submitted by employees from other installations.

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

[see Memos, pages 315, 319 and 381]

ARTICLE 13 ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES

Section 1. Introduction

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

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

Article 13.2.B.1

Section 2. Employee's Request for Reassignment

A. Temporary Reassignment

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

B. Permanent Reassignment

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

Article 13.2.B.2

2. The following procedures are the exclusive procedures for resolving a disagreement between the employee's physician and the physician designated by the USPS concerning the medical condition of an employee who has requested a permanent light duty assignment. These procedures shall not apply to cases where the employee's medical condition arose out of an occupational illness or injury. On request of the Union, a third physician will be selected from a list of five Board Certified Specialists in the medical field for the condition in question, the list to be supplied by the local Medical Society. The physician will be selected by the alternate striking of names from the list by the Union and the Employer. The Employer will supply the selected physician with all relevant facts including job description and occupational physical requirements. The decision of the third physician will be final as to the employee's medical condition and occupational limitations, if any. Any other issues relating to the employee's entitlement to a light duty assignment shall be resolved through the grievance-arbitration procedure. The costs of the services of the third physician shall be shared by the Union and the Employer.

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

Article 13.3.C

Section 3. Local Implementation

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

A. Through local negotiations, each office will establish the assignments that are to be considered light duty within 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.

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

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

Article 13.4

Section 4. General Policy Procedures

A. Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group, even if such assignment reduces the number of hours of work for the supplemental work force. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.

B. The full-time regular or part-time flexible employee must be able to meet the qualifications of the position to which the employee is reassigned on a permanent basis. On a temporary reassignment, qualifications can be modified provided excessive hours are not used in the operation.

C. The reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any full-time regular on a scheduled assignment or give a reassigned part-time flexible preference over other part-time flexible employees.

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

E. An additional full-time regular position can be authorized within the craft or occupational group to which the employee is being reassigned, if the additional position can be established out of the part-time hours being used in that operation without increasing the overall hour usage. If this cannot be accomplished, then consideration will be given to reassignment to an existing vacancy.

Article 13.4.H

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

G. The following procedures are the exclusive procedures for resolving a disagreement between the employee's physician and the physician designated by the USPS concerning the medical condition of an employee who is on a light duty assignment. These procedures shall not apply to cases where the employee's medical condition arose out of an occupational illness or injury. On request of the Union, a third physician will be selected from a list of five Board Certified Specialists in the medical field for the condition in question, the list to be supplied by the local Medical Society. The physician will be selected by the alternate striking of names from the list by the Union and the Employer. The Employer will supply the selected physician with all relevant facts including job description and occupational physical requirements. The decision of the third physician will be final as to the employee's medical condition and occupational limitations, if any. Any other issues relating to the employee's entitlement to a light duty assignment shall be resolved through the grievance-arbitration procedure. The costs of the services of the third physician shall be shared by the Union and the Employer.

H. When a full-time regular employee in a temporary light duty assignment is declared recovered on medical review, the employee shall be returned to the employee's former duty assignment, if it has not been discontinued. If such former

Article 13.4.I

regular assignment has been discontinued the employee becomes an unassigned full-time regular employee.

I. If a full-time regular employee is reassigned in another craft for permanent light duty and later is declared recovered, on medical review, the employee shall be returned to the first available full-time regular vacancy in complement in the employee's former craft. Pending return to such former craft, the employee shall be an unassigned full-time regular employee. The employee's seniority shall be restored to include service in the light duty assignment.

J. When a full-time regular employee who has been awarded a permanent light duty assignment within the employee's own craft is declared recovered, on medical review, the employee shall become an unassigned full-time regular employee.

K. When a part-time flexible on temporary light duty is declared recovered, the employee's detail to light duty shall be terminated.

L. When a part-time flexible who has been reassigned in another craft on permanent light duty is declared recovered, such assignment to light duty shall be terminated. Section 4.I, above, does not apply even though the employee has advanced to full-time regular while on light duty.

M. Management will give the local union president advance written notification when it is proposed to reassign an ill or injured light or limited duty employee to a cross-craft assignment into an APWU represented craft.

Section 5. Filling Vacancies Due to Reassignment of an Employee to Another Craft

When it is necessary to permanently reassign an ill or injured full-time regular or part-time flexible employee who is unable

Article 13.5.D

to perform the regularly assigned duties, from one craft to another craft within the office, the following procedures will be followed:

A. When the reassigned employee is a full-time regular employee, the resulting full-time regular vacancy in the complement, not necessarily in the particular duty assignment of the losing craft from which the employee is being reassigned, shall be posted to give the senior of the full-time regular employees in the gaining craft the opportunity to be reassigned to the vacancy, if desired.

B. If no full-time regular employee accepts the opportunity to be assigned to the vacancy in the complement, not necessarily in the particular duty assignment in the other craft, the senior of the part-time flexibles on the opposite roll who wishes to accept the vacancy shall be assigned to the full-time regular vacancy in the complement of the craft of the reassigned employee.

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

D. The rule in A and B, above, applies when a full-time regular employee on permanent light duty is declared recovered and is returned to the employee's former craft, to give the senior of the full-time regular or part-time flexible employees in the gaining craft the opportunity, if desired, to be assigned in the resulting full-time regular vacancy in the complement, not necessarily in the particular duty assignment of the losing craft.

[see Memo, page 320]

Article 13.6

Section 6. Seniority of an Employee Assigned to Another Craft

A. Except as provided for in Section 4.I, above, a full-time regular employee assigned to another craft or occupational group in the same or lower level in the same installation shall take the seniority for preferred tours and assignments, whichever is the lesser of (a) one day junior to the junior full-time regular employee in the craft or occupational group, (b) retain the seniority the employee had in the employee's former craft.

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

**ARTICLE 14
SAFETY AND HEALTH**

Section 1. Responsibilities

It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility. The Employer will meet with the Union on a semiannual basis and inform the Union of its automated systems development programs. The Employer also agrees to give appropriate consideration to human factors in the design and development of automated systems. Human factors and ergonomics of new automated systems are a proper subject for discussion at the National Joint Labor-Management Safety Committee.

[see Memo, page 324]

Installation heads or designees in the gaining installation will contact the installation head of the losing installation and arrange for mutually agreeable reassignment and reporting dates. The losing office will be afforded a minimum of 45 days notice. Except in the event of unusual circumstances at the losing installation, reasonable time to fill vacancies will be provided the losing installation, however, this time should not exceed 120 days.

This memoranda shall expire with the end of this National Agreement.

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

Re: Limited Duty and Rehabilitation Assignments
Within APWU Crafts Involving Workers from
Other Crafts

The parties wish to find a way to resolve their ongoing disputes about the reemployment or reassignment of workers from other crafts to perform APWU bargaining unit work, either temporarily or permanently, under Part 546 of the Employee and Labor Relations Manual (ELM). The parties also recognize that reassignment or reemployment of employees injured on duty must be in compliance with applicable collective bargaining agreements and applicable law.

In order to implement Part 546 of the ELM in a way that is fair to injured workers and fair to workers with seniority in APWU bargaining units, the parties agree that the following ELM 546.2 changes will be proposed pursuant to Article 19:

546.21 Compliance

Reassignment or reemployment under this section must be in compliance with applicable collective bargaining agreements and applicable law. Individuals so reassigned or reemployed must receive all appropriate rights and protection under the National Agreement of the craft to which the employee is being reassigned or reemployed. Any such reassignment or reemployment must be accomplished through Article 13 of the National Agreement applicable to the craft to which the employee is being reassigned or reemployed.

546.23 Types of Appointments

Types of appointments available include the following:

- a. A current full-time career employee may be reassigned to a full-time career position through Article 13 of the National Agreement applicable to the craft to which the employee is being reassigned or reemployed, if his or her job-related medical condition permits.
- b. A current or former part-time flexible career employee may be reassigned or reemployed to a part-time flexible career position through Article 13 of the National Agreement applicable to the craft to which the employee is being reassigned or reemployed.
- c. A current or former noncareer employee may be reassigned or reemployed to the position held previously or, upon satisfactory demonstration of the ability to meet the job

requirements and in accordance with the appropriate collective bargaining agreement, may be reassigned or reemployed to another noncareer position or noncompetitively converted to a career position (NOA 501) approval for conversion actions from noncareer to career must be approved by the manager of Health and Resource Management at Headquarters prior to any PS Form 50 action.

In the event that an employee is reassigned or reemployed into an APWU craft and Article 13.5 is not applicable, then one Part-Time Flexible (PTF) employee in the gaining craft and installation shall be entitled to receive priority consideration to transfer to another craft or installation within 6 months. The priority consideration shall not be to the detriment of non-APWU employees with pending transfer requests.

The APWU agrees to withdraw any and all pending national-level grievances and field-level, non-national grievances containing the same interpretive issue regarding reassignment of ill or injured employees into APWU crafts, including those regarding status and job assignment, and all grievances pending at other levels that raise the issues raised by the withdrawn National-Level grievances. This will include, but not be limited to Grievance Nos. Q90C-4Q-C 95033931 and Q00C-4Q-C 04118765. Only field-level grievances involving disputes about the application, not the interpretation, of the National Agreement will remain in the grievance system.

If the changes made to Part 546.2 of the ELM pursuant to the Memorandum of Understanding (MOU) are invalidated by a National-Level arbitration award or by a federal court decision, or if the U.S. Department of Labor determines in a final and binding decision that the Postal Service's reassignment or reemployment practices under this MOU do not permit the Postal Service to

comply with its obligations to obtain suitable employment for injured employees under FECA, then this MOU will be null and void. If this occurs, the APWU may reinstate the above-referenced grievances in writing, within fourteen (14) days of their receipt of written notification that this MOU has been voided.

* * *

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

Re: Headquarters Threat Assessment Team/
Workplace Environment Improvement

The parties agree that partnership is required to improve the workplace environment. In support of this partnership, the parties agree that the American Postal Workers Union, AFL-CIO (APWU) will participate on the Headquarters Threat Assessment Team (HAT).

The Postal Service also agrees that, at the request of the APWU, the parties will meet to discuss matters concerning troubled workplaces or workplace environment improvement which are of particular concern to the APWU. With concurrence of the APWU, relevant information from these meetings may be shared with the other participants of the HAT.

The HAT will serve as consultants to the parties regarding workplace environment issues.

* * *

Article 29

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

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

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

[see Memo, page 337]

Article 30.B.7

ARTICLE 30 LOCAL IMPLEMENTATION

A. Presently effective local memoranda of understanding not inconsistent or in conflict with the 2006 National Agreement shall remain in effect during the term of this Agreement unless changed by mutual agreement pursuant to the local implementation procedure set forth below or, as a result of an arbitration award or settlement arising from either party's impasse of an item from the presently effective local memorandum of understanding.

B. There shall be a 30 consecutive day period of local implementation which shall occur within a period of 60 days commencing April 2, 2007 on the 22 specific items enumerated below, provided that no local memorandum of understanding may be inconsistent with or vary the terms of the 2006 National Agreement:

1. Additional or longer wash-up periods.
2. The establishment of a regular work week of five days with either fixed or rotating days off.
3. Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.
4. Formulation of local leave program.
5. The duration of the choice vacation period(s).
6. The determination of the beginning day of an employee's vacation period.
7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

Article 30.B.8

8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.
9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.
10. The issuance of official notices to each employee of the vacation schedule approved for such employee.
11. Determination of the date and means of notifying employees of the beginning of the new leave year.
12. The procedures for submission of applications for annual leave during other than the choice vacation period.
13. The method of selecting employees to work on a holiday.
14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.
15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.
16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.
17. The identification of assignments that are to be considered light duty within each craft represented in the office.
18. The identification of assignments comprising a

Article 30.C

- section, when it is proposed to reassign within an installation employees excess to the needs of a section.
19. The assignment of employee parking spaces.
 20. The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.
 21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.
 22. Local implementation of this Agreement relating to seniority, reassignments and posting.
- C. All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the national Union President or the Vice-President, Labor Relations. The request for arbitration must be submitted in accordance with the Memorandum of Understanding regarding Local Implementation. However, where there is no agreement and the matter is not referred to arbitration, the provisions of the former local memorandum of understanding shall apply. The Employer may challenge a provision(s) of a local memorandum of understanding on "inconsistent or in conflict" grounds only by making a reasonable claim during the local implementation process that a provision(s) of a local memorandum of understanding is inconsistent or in conflict with new or amended provisions of the current National Agreement that did not exist in the previous National Agreement, or with provisions that have been amended subsequent to the effective date of the previous National Agreement. If local management refuses to abide by a local memorandum of understanding on "inconsistent or in conflict" grounds and an arbitrator subsequently finds

JCIM 2007

Joint Contract Interpretation Manual

***The United States Postal Service
And
The American Postal Workers Union
AFL-CIO***

June 2007

**JCIM 2007
Summary of Changes
June 2007**

- | | |
|---------------------------|---|
| Article 13, page 4 | <i>Article 13.4.M – New Article and language added</i> |
| Article 13, page 5 | <i>Posting in the Gaining Craft – last two paragraphs deleted</i> |
| Article 13, page 8 | <i>Reassignment or Reemployment – New paragraphs and new language</i> |

ARTICLE 13.4.C

Article 13.4.C provides that 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 employee preference over other part-time flexible employees.

ARTICLE 13.4.F***PERIODIC REVIEW***

Article 13.4.F states that the installation head shall review each light duty reassignment at least once each year, or at any time the installation head has reason to believe the incumbent is able to perform satisfactorily in other than the light duty assignment the employee occupies.

ARTICLE 13.4.G***DISPUTES – LIGHT DUTY***

The dispute resolution procedure in Article 13.4.G does not apply to situations involving job-related illness or injury. Only the OWCP has the authority to resolve a dispute concerning the medical condition of an employee suffering from a compensable injury or illness.

The procedure in this section is the same as that in Article 13.2.B.2. It provides that on request of the local union, a third doctor will be selected from a list supplied by the local Medical Society of certified specialists for the condition in question. A separate list will be used for each case.

ARTICLE 13.4.H

Article 13.4.H also applies to an employee temporarily assigned limited duty work in another craft under the provisions of ELM 546.

ARTICLE 13.4.I***ASSIGNMENT TO ANOTHER CRAFT***

The provisions of Article 13.4.I are mandatory. Employees must be returned to the first available vacancy for which qualified in their former craft.

An employee assigned to light duty in another craft pursuant to Article 13 of the National Agreement who is declared recovered upon medical review, must be returned to the first available full-time regular vacancy in complement in the employee's former craft.

The seniority of full-time employees reassigned to another craft under the provisions of Article 13.4 is determined by applying Article 13.6.A.

ARTICLE 13.4.M***ADVANCE LOCAL NOTIFICATION***

Management will give the local union president advance written notification when it is proposed to reassign an ill or injured light or limited duty employee to a cross-craft assignment into an APWU represented craft.

The seniority of full-time employees reassigned to another craft under the provisions of Article 13.4 is determined by applying Article 13.6.A.

ARTICLE 13.5

POSTING IN THE GAINING CRAFT

A full-time regular vacancy created by the reassignment of an employee under Article 13.5 will initially be posted for employees holding the same occupational group in the losing craft. The residual duty assignment shall then be posted to give the senior of the full-time regular employees in the gaining craft the opportunity to be reassigned.

Where an employee obtained a letter carrier position as a result of a letter carrier being assigned light duty work in the clerk craft under this provision, it is improper to return the former clerk to the clerk craft if the letter carrier successfully grieves that the light duty assignment was accepted under duress.

DELETED

~~The reassignment of an injured letter carrier to the clerk craft based on management's obligation to provide work for an employee injured on the job (Subchapter 540 of the ELM) does not create an obligation to post an assignment in the "losing craft." Rather, the limited duty assignment is created solely for the limited duty employee and is not considered a "light duty assignment" under Article 13. Nothing in the language of ELM Subchapter 540 requires a carrier vacancy resulting from this type of reassignment be posted for bids to the "gaining craft."~~

ARTICLE 13.5.B

Article 13.5.B provides that when no full-time regular employee in the gaining craft desires to take the vacancy in the losing craft, the vacancy is then offered to part-time flexible employees in the gaining craft by seniority. Part-time flexible employees so reassigned become full-time regular employees upon reassignment. However, they are required to begin a new period of seniority.

ARTICLE 13.5.C

Article 13.5.C provides that a full-time regular employee who successfully bids for a part-time flexible position in another craft pursuant to this provision must begin a new period of seniority and is changed to part-time flexible status.

SENIORITY

The seniority of a full-time regular assigned to another craft as a result of Article 13 is the lesser of the employee's own seniority or one day junior to the junior full-time employee in the craft to which assigned. This is an exception to Article 37, Section 2.D.6.a.(2), Article 38, Section 3.E.1, Article 39, Section 1.B.3, and Article 41, Section 2.E.

BIDDING WHILE ON LIGHT OR LIMITED DUTY

The following procedures will be used in situations in which an employee, as a result of illness or injury or pregnancy, is temporarily unable to work all of the duties of his/her normal assignment and is instead working:

