

will be merged with the existing register for that exam. Eligible TEs who already have a passing test score on the same register will have the option of merging the new test score with the existing register in lieu of their old test score. Thereafter, normal competitive selection procedures will apply in making appointments to career positions.

4. This agreement will be effective from June 7, 1996, through November 20, **2010**. Nothing herein is intended to limit any veterans' preference in hiring as established by law.

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

**Re: Deaf and Hard of Hearing**

**REASONABLE ACCOMMODATION  
FOR THE DEAF AND HARD OF HEARING**

**MANAGEMENT'S RESPONSIBILITY**

Management has an obligation to reasonably accommodate Deaf and Hard of Hearing employees **with a disability under the Rehabilitation Act (the "Act")** and applicants represented by the APWU who request assistance in communicating with or understanding others in work related situations, such as **but not limited to:**

- a. During investigatory interviews which may lead to discipline, discussions with a supervisor on job performance or conduct, or presentation of a grievance **pursuant to Article 17 and other provisions of the collective bargaining agreement.**
- b. During some aspects of training including formal classroom instruction.
- c. During portions of EAP programs or EEO counselings.
- d. In critical elements of the selection process such as during testing and interviews.
- e. During employee orientations and safety talks, CFC and saving bond drive kickoff meetings.
- f. During the filing or meetings concerning an employee's OWCP claim.

A reasonable accommodation must be approached on a highly individual, case by case basis. The individual's input must be considered prior to making a decision regarding accommodation.

## IMPLEMENTATION

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

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

Available resources which should be considered include, **but are not limited to the following:**

- a. Installation heads are authorized to pay for certified interpreters. Every effort will be made to provide certified interpreters when deemed necessary by an application of the principles set forth herein.
- b. In some states, the Division of Vocational Rehabilitation (DVR) provides interpreters at no charge. When a decision is made that an interpreter is the appropriate accommodation and a DVR interpreter is not available other methods of securing an interpreter should be used, **such as through Video Remote Interpreting (VRI) technology, if available, postal-approved and authorized or other new and evolving technology that is authorized and approved.**
- c. Volunteer interpreters or individuals skilled in signing may be obtained from the work force or from the community. The skill level of such persons should be considered.
- d. In some situations, **such as day-to-day instructions and routine communications**, written communications may be appropriate based on the employee's ability to **comprehend** written communications.
- e. Supervisors, training specialists, EAP, and EEO counselors may be trained in sign language.
- f. **APWU represented** deaf or hard of hearing applicants **will** be scheduled for a specific examination time when an interpreter will be available.
- g. State or Federal relay services **or other postal-approved technology, such as Video Relay Service (VRS) or VRI, if available and authorized, or other new and evolving technology that is available, authorized and approved**, may provide a way for a deaf or hard

of hearing employee to conduct postal business by telephone with other employees and customers.

- h. When possible, interpretive services as described in (a) through (f) above should be scheduled as far in advance as possible.**
- i. In the event of an emergency situation, the Postal Service will strive to communicate the nature of the emergency as soon as possible.**

Management will provide the following assistance for deaf and/or hard of hearing employees **with a disability under the Act**:

- a. All films or videotapes designed for the training or instruction of regular work force employees developed on or after October 1, 1987, shall be opened or closed captioned. To the extent practicable, existing films or videotapes developed nationally that will continue to be used by deaf or hard of hearing employees with some frequency, will be opened or closed captioned.
- b. Special communications devices for the deaf will be installed in all postal installations employing deaf employees in the regular work force. Special communications devices, or telephone volume control devices will be installed for hard of hearing employees whenever a hard of hearing employee needs a reasonable accommodation in order to communicate by phone. These devices will be available to deaf and/or hard of hearing employees for official business and in the case of personal emergencies. As appropriate, Management will provide training to staff on the use of these special communication devices.
- c. A visual alarm will be installed on all moving powered industrial equipment in all postal installations employing deaf employees in the regular work force or in any installation where such a reasonable accommodation is necessary for a hard of hearing employee.
- d. Visual fire alarms will be installed in all new postal installations (installations for which the U.S. Postal Service, as of June 12, 1991, had not awarded a contract for the design of the building) where the Postal Service installs audible fire alarms. The parties will be discuss and seek to agree at the local level about the installation in such other facilities as may be appropriate.

### **JOINT LABOR-MANGEMENT MEETINGS**

Discussion of problem areas with regard to the use of certified sign interpreters, enhancement of job opportunities for the deaf and hard of hearing, **including recruitment and hiring efforts**, type of special communications devices or volume control devices to be installed, installation of visual alarms or other systems such as tactile devices at other than new postal installations, and the availability of new technologies which

may help deaf and hard of hearing employees perform a variety of tasks are appropriate matters for consideration at Joint Labor-Management meetings. Discussion of such matters at Labor-Management meetings is not a prerequisite to the filing or processing of a grievance.

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

**Re: Layoff Protection**

Each employee who is employed in the regular work force as of November 20, **2006**, and who has not acquired the protection provided under Article 6 shall be protected henceforth against any involuntary layoff or force reduction during the term of this Agreement. It is the intent of this Memorandum of Understanding to provide job security to each such employee during the term of this Agreement; however, in the event Congress repeals or significantly relaxes the Private Express Statutes this Memorandum shall expire upon the enactment of such legislation. In addition, nothing in this Memorandum of Understanding shall diminish the rights of any bargaining-unit employees under Article 6.

Since this Memorandum of Understanding is being entered into on a nonprecedential basis, it shall terminate for all purposes at midnight, November 20, **2010**, and may not be cited or used in any subsequent dispute resolution proceedings.

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

**Re: Article 7, 12 and 13 - Cross Craft and Office Size**

A. It is understood by the parties that in applying the provisions of Articles 7, 12 and 13 of the **2006** National Agreement, cross craft assignments of employees, on both a temporary and permanent basis, shall continue as they were made among the six crafts under the 1978 National Agreement.

B. It is also agreed that where the **2006** Agreement makes reference to offices/facilities/installations with a certain number of employees or man years, that number shall include all categories of bargaining unit employees in the office/facility/installation who were covered by the 1978 National Agreement.

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