



# **AGREEMENT**

between

**National Postal Mailhandlers Union**  
A Division of The Laborers'  
International Union of North America,  
AFL-CIO

and

**United States Postal Service**

**November 20, 1990—November 20, 1993**

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Article 1.2

**PREAMBLE**

This Agreement (referred to as the 1990 "Mail Handlers National Agreement") is entered into by and between the United States Postal Service (the "Employer") and the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO (the "Union").

**ARTICLE 1**  
**UNION RECOGNITION**

**Section 1.1 Recognition**

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

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

**Section 1.2 Exclusions**

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

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

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### Section 1.3 Facility Exclusions

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

### Section 1.4 Definition

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

### Section 1.5 New Positions

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

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within thirty (30) days from the date the Union has received notification of the assignment of the position, the dispute shall be subject to the provisions of the grievance and arbitration procedure provided for herein.

### Section 1.6 Performance of Bargaining Unit Work

- A Supervisors are prohibited from performing bargaining unit work at post offices with 100 or more bargaining unit employees, except:
- A1 in an "emergency" which is defined to mean an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature;
  - A2 for the purpose of training or instruction of employees;
  - A3 to assure the proper operation of equipment;
  - A4 to protect the safety of employees; or
  - A5 to protect the property of the USPS.
- B In offices with less than 100 bargaining unit employees, supervisors are prohibited from performing bargaining unit work except as enumerated in Section 6A1 through 5 above or when the duties are included in the supervisor's position description.

## ARTICLE 2

### NON-DISCRIMINATION AND CIVIL RIGHTS

#### Section 2.1 Statement of Principles

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

#### Section 2.2 Committee

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



## Article 2.3

### Section 2.3 Grievances

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

### Section 2.4 Dual Filing

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

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

## ARTICLE 3

### MANAGEMENT RIGHTS

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

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

## ARTICLE 4

### TECHNOLOGICAL AND MECHANIZATION CHANGES

Both parties recognize the need for improvement of mail service.

## Article 4.4

### Section 4.1 Advance Notice

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

### Section 4.2 Committee

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

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

### Section 4.3 Resolution of Differences

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

### Section 4.4 New Jobs

Any new job or jobs created by technological or mechanization changes shall be offered to present employees capable of being trained to perform the new or changed job and the Employer will provide such training. During training, the employee will maintain

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his/her 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.

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

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

## ARTICLE 5

### PROHIBITION OF UNILATERAL ACTION

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

## ARTICLE 6

### LAYOFF AND REDUCTION IN FORCE

#### Section 6.1 General Principles

- A Each employee who is employed in the regular work force as of the date of the Award of Arbitrator James J. Healy, September 15, 1978, shall be protected henceforth against any involuntary layoff or force reduction.
  - A1 It is the intent of this provision to provide security to each such employee during his or her work lifetime.
  - A2 Members of the regular work force, as defined in Article 7 of the Agreement, include full-time regulars, part-time employees assigned to regular schedules and part-time employees assigned to flexible schedules.
- B Employees who become members of the regular work force after the date of this Award, September 15, 1978, shall be provided the same protection afforded under .1A1 above on completion of six years of continuous service and having worked in at least 20 pay periods during each of the six years.
- C With respect to employees hired into the regular work force after the date of this Award and who have not acquired the protection provided under .1B above, the Em-

## Article 6.2

ployer shall have the right to effect layoffs for lack of work or for other legitimate reasons. This right may be exercised in lieu of reassigning employees under the provisions of Article 12, except as such right may be modified by agreement. Should the exercise of the employer's right to lay off employees require the application of the provisions of Chapter 35 of Title 5, United States Code, employees covered by that Chapter with less than three years of continuous civilian federal service will be treated as "career conditional" employees.

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

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

#### Section 6.2 Coverage

##### A Employees Protected Against Any Involuntary Layoff or Force Reduction

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

Other employees achieve protected status under the provisions of .1C above.

##### B Employees Subject to Involuntary Layoff or Force Reduction

Except as provided in .1A1-3 and .1C, all employees who enter the regular work force, whether by hire, transfer, demotion, reassignment, reinstatement, and reemployment on or after September 16, 1978, are subject to layoff or force reduction and are referred to as "non-protected employees."

##### C Non-Protected Employees Achieving Protected Status

C1 A non-protected employee achieves protected status upon completion of six years of continuous service in their regular work force. The service requirement

is computed from the first day of the pay period in which the employee enters the regular work force. To receive credit for the year, the employee must work at least one hour or receive a call-in guarantee in lieu of work in at least 20 of the 26 pay periods during that anniversary year. Absence from actual duty for any of the following reasons will be considered as "work" solely for the purposes of this requirement:

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

### Section 6.3 Preconditions for Implementation of Layoff and Reduction in Force

- A The Union shall be notified at the Regional level no less than 90 days in advance of any layoff or reduction in force that an excess of employees exists or will exist at an installation and that a layoff and reduction in force may be necessary. The Employer will explain to the Union the basis for its conclusion that legitimate business reasons require the excessing and possible separation of employees.
- B No employee shall be reassigned under this Article or laid off or reduced in force unless and until that employee has been notified at least 60 days in advance that he or she may be affected by one or the other of these actions.
- C The maximum number of excess employees within an installation shall be determined by seniority unit within each category of employees (full-time, part-time regular, part-time flexible). This number determined by the Employer will be given to the Union at the time of the 90-day notice.
- D Before implementation of reassignment under this Article or, if necessary, layoff and reduction in force of excess employees within the installation, the Employer will, to the fullest extent possible, separate all casuals within the craft and minimize the amount of overtime work and part-time flexible hours in the positions or group of positions covered by the seniority unit as defined in this Agreement or as agreed to by the parties. In addition, the Employer shall solicit volunteers from among employees in the same craft within the installation to terminate their employment with the Employer. Employees who elect to terminate their employment will receive a lump sum severance payment in the amount provided by Part 435 of the Employee and Labor Relations Manual, will receive benefit coverage to the extent provided by such Manual, and, if eligible, will be given the early retirement benefits provided by Section 8336(d)(2) of Title 5, United States Code and the regulations implementing that statute.
- E No less than 20 days prior to effecting a layoff, the Employer will post a list of all vacancies in other seniority units and crafts at the same or lower level which exist within the installation and within the commuting area of the losing installation. Employees in an affected seniority unit may, within 10 days after the posting, request a reassignment under this Article to a posted vacancy. Qualified

employees will be assigned to such vacancies on the basis of seniority. If a senior non-preference eligible employee within the seniority unit indicates no interest in an available reassignment, then such employee becomes exposed to layoff. A preference eligible employee within the seniority unit shall be required to accept such a reassignment to a vacancy in the same level at the installation, or, if none exists at the installation, to a vacancy in the same level at an installation within the commuting area of the losing installation.

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

**Section 6.4 Layoff and Reduction in Force**

**A Definition**

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

**B Order of Layoff**

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

**C Seniority Units for Purposes of Layoff**

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

**D Union Representation**

Chief stewards and union stewards whose responsibilities bear a direct relationship to the effective and efficient rep-

resentation of bargaining unit employees shall be placed at the top of the seniority unit roster in the order of their relative craft seniority for the purposes of layoff, reduction in force, and recall.

**E Reduction in Force**

If an excess of employees exists at an installation after satisfaction of the preconditions set forth in Section 6.3 above and after the layoff procedure has been applied, the Employer may implement a reduction in force as defined above. Such reduction will be conducted in accordance with statutory and regulatory requirements that prevail at the time the force reduction is effected. Should applicable law and regulations require that other nonprotected, non-preference eligible employees from other seniority units be laid off prior to reduction in force, such employees will be laid off in inverse order of their craft seniority in the seniority unit.

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

**Section 6.5 Recall Rights**

**A** Employees who are laid off or reduced in force shall be placed on recall lists within their seniority units and shall be entitled to remain on such lists for two years. Such employees shall keep the Employer informed of their current address. Employees on the lists shall be notified in order of craft seniority within the seniority unit of all vacant assignments in the same category and level from which they were laid off or reduced in force. Preference eligibles will be accorded no recall rights greater than non-preference eligibles except as required by law. Notice of vacant assignments shall be given by certified mail, return receipt requested, and a copy of such notice shall be furnished to

## Article 6.6

the local union president. An employee so notified must acknowledge receipt of the notice and advise the Employer of his or her intentions within 5 days after receipt of the notice. If the employee accepts the position offered he or she must report for work within 2 weeks after receipt of notice. If the employee fails to reply to the notice within 5 days after the notice is received or delivery cannot be accomplished, the Employer shall offer the vacancy to the next employee on the list.

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

- B An employee reassigned from a losing installation pursuant to .3E above and who has retreat rights shall be entitled under this Article to exercise those retreat rights before a vacancy is offered to an employee on the recall list who is junior to the reassigned employee in craft seniority.

## Section 6.6 Protective Benefits

### A Severance Pay

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

### B Health and Life Insurance Coverage

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

## Section 6.7 Union Representation Rights

- A The interpretation and application of the provisions of this Article shall be grievable under Article 15. Any such grievance may be introduced at the Regional level and shall be subject to priority arbitration.
- B The Employer shall provide to the Union a quarterly report on all reassignments, layoff and reductions in force made under this Article.
- C Preference eligibles are not deprived of whatever rights of appeal such employees may have under applicable laws and regulations. However, if an employee exercises these

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appeal rights, the employee thereby waives access to any procedure under this agreement beyond Step 3 of the grievance-arbitration procedure.

## Section 6.8 Intent

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

## ARTICLE 7

### EMPLOYEE CLASSIFICATIONS

## Section 7.1 Definition and Use

### A Regular Work Force

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

#### A1 Full-Time

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

#### A2 Part-Time

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

### B Supplemental Work Force

The Supplemental work force shall be comprised of casual employees. 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. During the course of a service week, the Employer will make every effort to insure that qualified and available part-time flexible employees are utilized at the straight time rate prior to assigning such work to casuals. The number of casuals who may be employed in any period, other than December, shall not exceed 10% on a Division basis, as currently constituted, of the total number of employees covered by this Agreement. Casuals are limited to two (2)

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ninety (90) day terms of casual employment in a calendar year. In addition to such employment, casuals may be re-employed during the Christmas period for not more than twenty-one (21) days. The Employer will provide the Union at the Division level with an accounting period report listing the number of mail handler casuals at facilities within the Division. This report will be provided within fourteen (14) days of the close of the accounting period. In the event that the Employer exceeds the 10 percent limitation, a remedy, if any, will be determined by the individual facts and on a case-by-case basis.

For PSDS offices, the employer will provide the union, on an accounting period basis, at the Division level, with a report which lists the number of non-mail handler casuals and hours worked in each facility within that Division, who have worked in those operations designated as 010 and 210 during the previous accounting period. This report will be provided within fourteen (14) days of the close of the accounting period.

### Section 7.2 Employment and Work Assignments

- A Normally, work in different crafts, occupational groups or levels will not be combined into one job. However, to provide maximum full-time employment and provide necessary flexibility, management may establish full-time schedule assignments by including work within different crafts or occupational groups after the following sequential actions have been taken:
  - A1 All available work within each separate craft by tour has been combined.
  - A2 Work of different crafts in the same wage level by tour has been combined.
- B The appropriate representatives of the affected Unions will be informed in advance of the reasons for establishing the combination full-time assignments within different crafts in accordance with this Article.
- C In the event of insufficient work on any particular day or days in a full-time or part-time employee's own scheduled assignment, management may assign the employee to any available work in the same wage level for which the employee is qualified, consistent with the employee's knowledge and experience, in order to maintain the number of work hours of the employee's basic work schedule.

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

### Section 7.3 Employee Complements

The Employer shall staff all postal installations which have 200 or more man years of employment in the regular work force as of the date of this Agreement with 90% full-time mail handlers. For purposes of this section, part-time regular mail handlers are not to be considered a part of the full-time or part-time work force for purposes of the percentage referenced above. The number of part-time regular mail handlers who may be employed in any period in a particular installation shall not exceed 6 percent of the total number of employees in that installation covered by this Agreement. 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 postal installations. A part-time flexible employee working eight (8) hours within ten (10), on the same five (5) days each week over a six-month period will demonstrate the need for converting the assignment to a full-time position.

## ARTICLE 8 HOURS OF WORK

### Section 8.1 Work Week

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

### Section 8.2 Work Schedules

- A The employee's service week shall be a calendar week beginning at 12:01 a.m. Saturday and ending at 12 midnight the following Friday.
- B The employee's service day is the calendar day on which the majority of work is scheduled. Where the work schedule is distributed evenly over two calendar days, the service day is the calendar day on which such work schedule begins.



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- C The employee's normal work week is five (5) service days, each consisting of eight (8) hours, within ten (10) consecutive hours, except as provided in Section 8.1 of this Article. As far as practicable the five days shall be consecutive days within the service week.

#### Section 8.3 Exceptions

The above shall not apply to part-time employees.

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

#### Section 8.4 Overtime Work

- A Overtime pay is to be paid at the rate of one and one-half (1½) times the base hourly straight time rate.
- B Overtime shall be paid to employees for work performed only after eight (8) hours on duty in any one service day or forty (40) hours in any one service week. Nothing in this Section shall be construed by the parties or any reviewing authority to deny the payment of overtime to employees for time worked outside of their regularly scheduled work week at the request of the Employer.
- C Wherever two or more overtime or premium rates may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the employee's applicable rates shall apply.
- D The parties to this Agreement recognize that sustained and excessive levels of overtime, particularly where it is being worked by non-volunteers, are not ultimately beneficial to the Postal Service or the employees. The subject of sustained and excessive overtime, where it is being worked by non-volunteers, is a proper topic for discussion at **Local and Regional Labor-Management Committee** meetings. The parties will meet to discuss particular problem areas and to identify appropriate avenues of resolution. In addition, any disputes on this subject may be processed through the Grievance-Arbitration procedure in accordance with Article 15.

#### Section 8.5 Overtime Assignments

When needed, overtime work shall be scheduled among qualified full-time regular employees doing similar work in the work loca-

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tion where the employees regularly work in accordance with the following:

- A Two weeks (**i.e., 14 calendar days**) prior to the start of each calendar quarter, full-time regular employees desiring to work overtime during that quarter shall place their names on an "Overtime Desired" list. Every full-time regular employee shall have the opportunity to put his/her name on the "Overtime Desired" list, even though he/she may be on leave during the signing-up period for that quarter.
- B Lists will be established by section and/or tour in accordance with Article 30, Local Implementation.
- C When during the quarter the need for overtime arises, full-time regular employees with the necessary skills having listed their names will be selected in order of their seniority on a rotating basis. Those absent, or on leave shall be passed over. In addition, employees whose guarantee exceeds the overtime requirement shall be passed over (e.g., an employee on a nonscheduled day would not be called in to perform 2 hours of overtime work); unless such guarantee is modified by the provisions of Section 8.8 concerning early release. Full-time regular employees on the "Overtime Desired" list may be required to work up to twelve (12) hours in a day. In addition, at the discretion of the Employer, "Overtime Desired" list employees may volunteer to work beyond twelve (12) hours in a day.
- D If the voluntary "Overtime Desired" list does not provide sufficient available and qualified people, the Employer shall assign other employees as needed. If qualified full-time regular employees not on the list are required to work overtime, it shall be on a rotating basis with the first opportunity assigned to the junior employee.
- E Exceptions to .5C and .5D above if requested by the employee may be approved by local management in exceptional cases based on equity (e.g., anniversaries, birthdays, illness, deaths).
- F Excluding December, only in an emergency situation will a full-time regular employee not on the "Overtime Desired" list be required to work over ten (10) hours in a day or over six (6) days in a week.

#### Section 8.6 Sunday Premium Payment

Full-time regular employees whose regular work schedule includes a period of

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

### Section 8.7 Night Shift Differential

For time worked between the hours of 6:00 p.m. and 6:00 a.m. employees shall be paid additional compensation at the rate of ten percent (10%) of the base hourly straight time rate.

### Section 8.8 Guarantees

An employee called in outside the employee's regular work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay in lieu thereof where less than four (4) hours of work is available. Such guaranteed minimum shall not apply to an employee called in who continues working on into the employee's regularly scheduled shift. When a full-time regular employee is called in on the employee's non-scheduled day, the employee will be guaranteed eight hours work or pay in lieu thereof. This guarantee will be waived if the employee, with the concurrence of the Union and approval of Management, requests to be released early. The Employer will guarantee all employees at least four (4) hours work or pay on any day they are requested or scheduled to work in a post office or facility with 200 or more man years of employment per year. All employees at other post offices and facilities will be guaranteed two (2) hours work or pay when requested or scheduled to work.

### Section 8.9 Wash-Up Time

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

## ARTICLE 9 SALARIES AND WAGES

### Section 9.1 Basic Annual Salary

The basic annual salary schedule, with proportional application to hourly rate employees, for all grades and steps for those employees covered under the terms and conditions of this Agreement shall not be increased during the term of this Agreement, except as other-

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wise provided for under this Article.

### Section 9.2 New Step A

Effective March 9, 1991, there shall be a new Mail Handler Salary Schedule (MHS) with a designated new Step A.

### Section 9.3 Step Progression

The step progression for the new Mail Handler Salary Schedule shall be as follows:

	From Step	To Step	Waiting Period (in weeks)
Grades 4, 5, & 6	A	B	96 (effective 3/9/91)
	B	C	96
	C	D	44
	D	E	44
	E	F	44
	F	G	44
	G	H	44
	H	I	44
	I	J	44
	J	K	34
	K	L	34
	L	M	26
	M	N	26
	N	O	24

### Section 9.4 Lump Sum Cash Payments

#### A. Full-Time Employees

All non-probationary full-time employees covered by this Agreement shall receive one-time lump-sum cash payments, not to be included in basic pay, as follows:

Effective November 20, 1990—\$900

Effective November 20, 1991—\$900

Effective November 20, 1992—\$600

#### B. Hourly Rate Employees

Non-probationary hourly rate employees, who have been paid for less than 2000 hours during the twenty-six pay periods prior to the date of the lump-sum cash payment, shall receive a payment based on their number of paid hours during that period in accordance with the following schedule:



Number of Paid Hours	Percent of Cash Payment
1 and Under 500	25
500 and Under 1000	50
1000 and Under 1500	75
1500 and Over	100

The percentage determined as a result of the above computation will be applied to the lump-sum cash payment for the applicable year to determine the non-probationary hourly rate employee's share of the one-time lump-sum cash payment. This payment does not become part of the employee's basic pay.

C. Eligibility

1. Full-Time Employees

In order to be eligible to receive a one-time lump-sum cash payment, the employee must be in a full-time regular pay status during the pay period immediately prior to the effective date of the one-time lump-sum cash payments, i.e., November 20, 1990, November 20, 1991, and November 20, 1992.

2. In order to be eligible to receive a one-time lump-sum cash payment, an hourly rate employee must be in a pay status during the pay period immediately prior to the effective date of the one-time lump-sum cash payments, i.e., November 20, 1990, November 20, 1991, and November 20, 1992.

Section 9.5 Cost of Living Adjustment

A. Definitions

1. "Consumer Price Index" refers to the "National Consumer Price Index for Urban Wage Earners and Clerical Workers," published by the Bureau of Labor Statistics, United States Department of Labor (1967 = 100) and referred to herein as the "Index."
2. "Consumer Price Index Base" refers to the Consumer Price Index for the month of **October 1990** and is referred to herein as the "Base Index."

B. Effective Dates of Adjustments

**Except as otherwise may be provided**, each employee covered by this Agreement shall receive cost-of-living ad-

justments, upward, in accordance with the formula in 5.C. below, effective on the following dates:

- the second full pay period after the release of the **January 1991** Index
- the second full pay period after the release of the **July 1991** Index
- the second full pay period after the release of the **January 1992** Index
- the second full pay period after the release of the **July 1992** Index
- the second full pay period after the release of the **January 1993** Index
- the second full pay period after the release of the **July 1993** Index

- C. The base salary schedule provided for in this Agreement shall be increased 1 cent per hour for each full 0.4 of a point increase in the applicable Index above the Base Index. For example, if the increase in the Index from **October 1990** to **January 1991** is 1.2 points, all pay scales for employees covered by this Agreement will be increased by 3 cents per hour. In no event will a decline in the Index below the Base Index result in a decrease in the pay scales provided for in this Agreement.
- D. 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.
- E. The cost-of-living adjustment shall not become a fixed part of the Mail Handler Basic Salary Schedule.
- F. 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.
- G. No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Index for any month mentioned in 3.B., above.
- H. If during the life of this Agreement, the BLS ceases to make available the CPI-W (1967 = 100), the parties agree

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to use the CPI-W (1982-84 = 100) at such time as BLS ceases to make available the CPI-W (1967 = 100). At the time of change to the CPI-W (1982-84 = 100), the cost-of-living formula in Section 9.5.C. will be recalculated to provide the same cost-of-living adjustment that would have been granted under the formula using the CPI-W (1967 = 100).

- I. **New Step A shall not receive the cost-of-living adjustments provided during the first year of the term of the Agreement. Beginning November 21, 1991, and for the remainder of the term of the Agreement new Step A shall receive cost-of-living adjustments.**

### Section 9.6 Roll-In of Existing COLA

#### A. Continuation of the 1987 National Agreement Cost of Living Adjustment

1. Except as set forth in Subsection B of this Section, the cost-of-living adjustment of **\$2,517**, with proportional application to hourly rate employees, which was provided in the 1987 National Agreement shall be continued as part of the base salary schedule for the duration of this Agreement, and 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 but shall not become a fixed part of the Mail Handler Basic Salary Schedule applicable to this Agreement.

#### B. COLA Roll-In for Employees Eligible for Optional Retirement

1. In the first full pay period in **April 1991**, the cost-of-living adjustment of **\$2,517**, with proportional application to hourly rate employees, which was provided in the 1987 National Agreement, shall become part of the basic annual salary set forth in Section 9.1., above, only for, and at the option of all employees who are presently eligible for optional retirement or who will become eligible for optional retirement before November 21, **1996**.
2. Employees exercising their option under Subsection B, above, must do so in writing by **March 15, 1991**.

#### C. COLA Roll-In February 1994

In the first full pay period of February **1994** the cost of

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living adjustment of **\$2,517**, with proportional application to hourly rate employees, which was provided in the 1987 National Agreement, shall become part of the basic annual salary schedule referred to in Section 9.1, above, for all employees not covered by Subsection B or who have not exercised the option set forth in Subsection B, above.

### Section 9.7 Application of Salary Rates

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

### Section 9.8 Granting Step Increases

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

### Section 9.9 Protected Salary Rates

The Employer shall continue the current salary rate protection program for the duration of this Agreement.

## ARTICLE 10

### LEAVE

#### Section 10.1 Funding

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

#### Section 10.2 Leave Regulations

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

#### Section 10.3 Choice of Vacation Period

- A It is agreed to establish a nationwide program for vacation planning for employees in the regular work force with emphasis upon the choice vacation period(s) or variations thereof.
- B Care shall be exercised to assure that no employee is required to forfeit any part of such employee's annual leave.
- C The parties agree that the duration of the choice vacation period(s) in all postal installations shall be determined

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pursuant to local implementation procedures.

D Annual leave shall be granted as follows:

D1 Employees who earn 13 days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed ten (10), shall be at the option of the employee.

D2 Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.

D3 The subject of whether an employee may at the employee's option request two (2) selections during the choice period(s), in units of either 5 or 10 working days, the total not to exceed the ten (10) or fifteen (15) days above, may be determined pursuant to local implementation procedures.

D4 The remainder of the employee's annual leave may be granted at other times during the year, as requested by the employee.

E The vacation period shall start on the first day of the employee's basic work week. Exceptions may be granted by agreement among the employee, the Union representative and the Employer.

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

### Section 10.4 Vacation Planning

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

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

B The installation head shall meet with the representative of the Union to review local service needs as soon after January 1 as practical. The installation head shall then:

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B1 Determine the amount of annual leave accrued to each employee's credit including that for the current year and the amount expected to be taken in the current year.

B2 Determine a final date for submission of applications for vacation period(s) of the employee's choice during the choice vacation period(s).

B3 Provide official notice to each employee of the vacation schedule approved for each employee.

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

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

### Section 10.5 Implementation of the Leave Program

A If, at the end of the local implementation period provided for in this Agreement, the local parties have not reached agreement on the length of the choice vacation period, the choice vacation period will be 23 consecutive weeks commencing on the last Saturday in April unless the local parties agree to another starting date. The 23 weeks shall include military leave and union leave for conventions and conferences. The method of selecting vacations shall be determined locally.

B The vacation sign-up list, after the initial sign-up period, shall be maintained at a location accessible to employees.

C After the initial sign-up period is completed and vacant weeks still exist on the vacation sign-up list, requests for any of these vacant weeks shall be handled as follows:

C1 The installation head will honor all requests for vacant weeks which are submitted seven (7) days in advance of the leave period.

C2 The installation head will make every effort to grant requests for vacant weeks submitted less than seven (7) days in advance of the leave period.

D The installation head's policy in handling requests for emergency leave shall be made known to all employees and the Union. The installation head will consider each such request on the merits of the individual situation. The installation head shall post on the bulletin board the appro-

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appropriate phone number to call by tours when an emergency arises.

### Section 10.6 Sick Leave

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

- A Credit employees with sick leave as earned.
- B Charge to annual leave or leave without pay (at employee's option) approved absence for which employee has insufficient sick leave.
- C Employees becoming ill while on annual leave may have leave charged to sick leave upon request.
- D Unit Charges for Sick Leave shall be in minimum units of less than one (1) hour.
- E For periods of absence of three (3) days or less, a supervisor may accept an employee's certification as reason for an absence.
- F Employees may utilize annual and sick leave in conjunction with leave without pay, subject to the approval of the leave in accordance with normal leave approval procedures. The Employer is not obligated to approve such leave for the last hour of the employee's scheduled workday prior to and/or the first hour of the employee's scheduled workday after a holiday.

## ARTICLE 11 HOLIDAYS

### Section 11.1 Holidays Observed

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

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

## Article 11.6

### Section 11.2 Eligibility

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

### Section 11.3 Payment

- A An employee shall receive holiday pay at the employee's base hourly straight time rate for a number of hours equal to the employee's regular daily working schedule, not to exceed eight (8) hours.
- B Holiday pay is in lieu of other paid leave to which an employee might otherwise be entitled on the employee's holiday.

### Section 11.4 Holiday Work

- A An employee required to work on a holiday other than Christmas shall be paid the base hourly straight time rate for each hour worked up to eight (8) hours in addition to the holiday pay to which the employee is entitled as above described.
- B An employee required to work on Christmas shall be paid one and one-half (1 1/2) times the base hourly straight time rate for each hour worked in addition to the holiday pay to which the employee is entitled as above described.

### Section 11.5 Holiday on Non-Work Day

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

### Section 11.6 Holiday Schedule

- A The Employer will determine the number and categories of employees needed for holiday work and a schedule shall be posted as of the Tuesday preceding the service week in which the holiday falls. As many full-time and part-time regular schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday.

- B Employees shall be selected to work on a holiday within each category in the following order:
  - B1 Casuals, even if overtime is required.
  - B2 All available and qualified part-time flexible employees, even if overtime is required.
  - B3 Full and part-time regular employees, in order of seniority who have volunteered to work on the holiday or the day designated as their holiday when such day is part of their regular work schedule. These employees would be paid at the applicable straight time rate.
  - B4 Full-time and part-time regular employees, in order of seniority, who have volunteered to work on a holiday or day designated as a holiday whose schedule does not include that day as a scheduled workday. Full-time employees would be paid at the applicable overtime rate.
  - B5 Full-time and part-time regular employees in inverse order of seniority who have not volunteered to work on the holiday or day designated as a holiday when such day is part of their regular work schedule. These employees would be paid at the applicable straight time rate.
  - B6 Full-time and part-time regular employees in inverse order of seniority who have not volunteered to work on the holiday or day designated as a holiday and would be working on what otherwise would be their non-scheduled workday. Full-time employees would be paid at the applicable overtime rate.
- C An employee scheduled to work on a holiday who does not work shall not receive holiday pay, unless such absence is based on an extreme emergency situation and is excused by the Employer.

**Section 11.7 Holiday Part-Time Employee**

A part-time flexible schedule employee shall not receive holiday pay as such. The employee shall be compensated for the ten (10) holidays by basing the employee's regular straight time hourly rate on the employee's annual rate divided by 2,000 hours. For work performed on December 25, a part-time flexible schedule employee shall be paid in addition to the employee's regular straight time hourly rate, one-half (1/2) times the employee's regular straight time hourly rate for each hour worked up to eight (8) hours.

**ARTICLE 12  
PRINCIPLES OF SENIORITY, POSTING AND  
REASSIGNMENTS**

**Section 12.1 Probationary Period**

- A The probationary period for a new employee shall be ninety (90) calendar days. The Employer shall have the right to separate from its employ any probationary employee at any time during the probationary period and these probationary employees shall not be permitted access to the grievance procedure in relation thereto.
- B The parties recognize that the failure of the Employer to discover a falsification by an employee in the employment application prior to the expiration of the probationary period shall not bar the use of such falsification as a reason for discharge.
- C When an employee completes the probationary period seniority will be computed in accordance with this Agreement as of the initial day of full-time or part-time employment.
- D When an employee who is separated from the Postal Service for any reason is re-hired, the employee shall serve a new probationary period. If the separation was due to disability, the employee's seniority shall be established in accordance with Section 12.2, if applicable.

**Section 12.2 Principles of Seniority**

**A Introduction**

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

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### B Coverage

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

### C Responsibility

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

### D Definitions

#### D1 Craft Group

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

#### D2 Seniority Standing

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

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

#### D3 Duty Assignment

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

#### D4 Preferred Duty Assignments

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

#### D5 Bid

A written request submitted to the installation head

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to be assigned to a duty assignment by an employee eligible to bid on a vacancy or newly established duty assignment or a preferred assignment.

### D6 Application

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

### E Relative Standing of Part-Time Flexibles

Part-time flexible employees are placed on a part-time flexible roster in the order of the date of their appointment. When changing such employees to full-time, they shall be taken in the order of their standing on the part-time flexible roster.

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

### F Changes in Which Seniority is Lost

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

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

F1a From one postal installation to another, the employee shall have seniority established as a part-time flexible one day junior to the seniority of the junior part-time flexible employee.

F1b From one craft to another, the employee shall have seniority established as a part-time flexible one day junior to the seniority of the junior part-time flexible employee.

F2 Upon reinstatement or reemployment.

F3 Upon transfer into the Postal Service.

### G Changes in Which Seniority is Retained, Regained or Restored

G1 Reemployment After Disability Separation. On reinstatement or reemployment after separation caused by disability, retirement or resignation be-



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cause of personal illness and the employee so stated in the employee's resignation and furnished satisfactory evidence for inclusion in the employee's personnel folder, the employee receives seniority credit for past service for time on the disability retirement or for illness if reinstated or reemployed in the same postal installation and craft and in the same or lower salary level, from which originally separated; provided application for reinstatement or reemployment is made within six months from the date of recovery. The date of recovery in the case of disability retirement must be supported by notice of recovery from the Compensation Group, Office of Personnel Management, and in the case of resignation due to illness, by a statement from the applicant's attending physician or practitioner. When reinstatement is to the part-time flexible roster, standing on the roster shall be the same as if employment had not been interrupted by the separation.

- G2 Restoration. On restoration in the same craft in the same installation after return from military service, transfer under letter of authority or unjust removal, employee shall regain the same seniority rights the employee would have if not separated.
- G3 When an employee changes from another craft to Mail Handler (voluntarily or involuntarily), the employee will begin a new period of seniority.
- G4 Reassignment and Return in 90 Days. A Mail Handler who is voluntarily reassigned to another craft in the same installation with or without a change in PS salary level and who is subsequently voluntarily reassigned within 90 days back to the Mail Handler craft shall regain the seniority previously acquired as a Mail Handler augmented by the intervening employment.
- G5 Failure to Meet Qualification Standards. When an employee is returned to the Mail Handler craft for not being able to meet the qualification standards for a job, the employee shall regain former Mail Handler seniority.
- G6 Any Mail Handler involuntarily moving from one postal installation to another postal installation shall have seniority established as of the employee's time in the Mail Handler Craft.

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- G7 An employee who left the bargaining unit on or after 1973 and returns to the bargaining unit:
- G7a will begin a new period of seniority if the employee returns from a position outside the Postal Service; or
- G7b will begin a new period of seniority if the employee returns from a nonbargaining unit position within the Postal Service, unless the employee returns within 2 years from the date the employee left the unit.
- H All positions presently in the Mail Handler craft, including higher level positions, shall be filled by the senior qualified bidder meeting the qualification standards for the position, except that those positions which are presently designated best qualified shall be filled by the best qualified applicant.
- H1 Key and Standard Positions Assigned to the Mail Handler Craft
- H1a Key Position  
Mail Handler, PS 4, KP 8
- H1b Standard Positions  
Group Leader Mail Handler, PS 5, SP1-33  
Label Printing Technician, PS 5, SP2-578  
Label Machine Operator, PS 4, SP2-579  
\*Laborer, Materials Handling, PS 3, SP1-11  
Mail Handler Equipment Operator, PS 5, SP2-21  
Mail Equipment Handler, PS 4, SP2-247  
Mail Handler Technician, PS 5, SP2-498  
Mail Processing Machine Operator, PS 5, SP2-354  
Mail Processing Machine Operator, PS 5, SP2-470  
Packer-Shipper, PS 4, SP2-581  
\*When the "Laborer, Materials Handling" position is authorized for the post office branch, it is delegated to the Mail Handler Craft. When authorized for the Maintenance

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Branch it is assigned to the Maintenance Craft.

Sack Sorting Machine Operator, PS 4, SP2-367

Sack Sorting Machine Operator, PS 5, SP2-438

Typist-Label Printing, PS 4, SP2-580

Watchmen, PS 4, SP2-216

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

Mail Rewrapper, PS 4, SP2-9

- H2 Individual Positions Assigned to the Mail Handler Craft Group Leader Mail Handlers, PS 6, IP248-7, 2315-02, Group Leader Sack Sorter Machine Operator, PS 6, IP25-11-1, 2315-28 Mail Handler Leadman, PS 5, IP32-12-1, 2315-80.
- H3 All Mail Handler employees of Level PS-5 may bid for the position of Examination Specialist, SP2-188.
- I Filling Positions Reevaluated as One of the Positions Reserved for Bidding by PS-4's, 5's and PS-6's.
- I1 When an occupied level 4 or 5 position is upgraded on the basis of the present duties:
- I1a The incumbent will remain in the upgraded job provided the incumbent has been in that job for more than one year.
- I1b 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.
- I2 When an occupied level 4 or 5 position is upgraded on the basis of duties which are added to the position:
- I2a The incumbent will remain in the upgraded job provided the incumbent has been in that job for more than one year. The year of required incumbency in the job begins when the employee first begins working the assignment.
- I2b The job will be posted for bid in accordance with the Agreement if the incumbent has not

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been in the job in accordance with .2I2a, above.

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

### Section 12.3 Principles of Posting

- A To insure a more efficient and stable work force, an employee may be designated a successful bidder no more than five (5) times during the duration of this Agreement unless such bid:
- A1 is to a job in a higher wage level;
- A2 is due to elimination or reposting of the employee's duty assignment; or
- A3 enables an employee to become assigned to a station closer to the employee's place of residence.
- B In the Mail Handler Craft, Vacant Craft Duty Assignments Will Be Posted for Bid as Follows:
- B1 Full-time and part-time fixed schedule employees will only bid for vacant assignments within their own category.
- B2 Full-time employees may apply for residual vacancies in the part-time fixed schedule category, and selection from such applicants shall be based on senior employee meeting the qualification standards.
- B3 All vacant or newly established craft duty assignments shall be posted for employees eligible to bid within 10 days after a determination has been made that the position is not to be reverted. If a vacant duty assignment has not been posted within 30 days, the installation head or the installation head's designee shall advise the Union in writing, the reasons the positions are being withheld and the anticipated length of time such positions will remain vacant. If the vacant assignment is reverted, a notice shall be posted within 10 days advising of the action taken and the reasons therefor.
- B4 When it is necessary that fixed scheduled day(s) of work in the basic work week for a craft assignment



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- be permanently changed, the affected assignment(s) shall be reposted. The change in work days shall not be effected until the job has been posted.
- B5 The determination of what constitutes a sufficient change of duties, or principal assignment area, to cause the duty assignment to be reposted shall be subject to local negotiations in accordance with local implementation provisions of this Agreement.
- B6 No assignment will be posted because of change in starting time unless the change exceeds an hour. Any change in starting time that exceeds one (1) hour shall be posted for bid, except when there is a permanent change in starting time of more than one hour the incumbent shall have the option to accept such new reporting time. If the incumbent does not accept the new reporting time, the assignment will be posted for bid.
- B7 Change in duty assignment, as specified below, will require reposting:
- B7a A 50% change in duties (actual duties performed).
- B7b A change in principal assignment area which requires reporting to a different physical location; i.e., station, branch, facility annex, etc., except the incumbent shall have the option to accept the new assignment.
- B8 Vacant full-time Mail Handler assignments shall be posted for a period of ten (10) days.
- B9 The installation head shall establish a method for handling multiple bidding on duty assignments which are simultaneously posted.
- B10 An employee may withdraw a bid on a posted assignment, if the withdrawal request is received in writing prior to the closing date of the posting.
- B11 An unassigned full-time employee may bid on full-time duty assignments posted for bid by employees in the Mail Handler craft. Any unassigned full-time employee may be assigned to any vacant duty assignment. Such employee shall be given a choice if more than one vacant assignment is available. Part-time fixed schedule employees shall be treated similarly within their own category.

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

The duty assignment of a full-time mail handler detailed to a supervisory position, including a supervisory training program, in excess of 4 months shall be declared vacant and shall be posted for bid in accordance with this Article. Upon return to the craft, the mail handler will become an unassigned full-time mail handler with a fixed schedule. A mail handler temporarily detailed to a supervisory position will not be returned to the craft solely to circumvent the provisions of Section 12.3.B.12. Form 1723, Notice of Assignment, shall be used in detailing mail handlers to temporary supervisor positions (204b). The Employer will provide the Union at the local level with a copy of Form(s) 1723 showing the beginning and ending of all such details.

### C Place of Posting

Bids for a craft assignment shall be posted on all official bulletin boards at the installation where the vacancy exists including stations, branches and sections. Copies of the notice shall be given to the designated agent of the Union. When an absent employee has so requested in writing, stating the employee's mailing address, a copy of any notice inviting bids shall be mailed to the employee by the installation head. Posting and bidding for preferred duty assignments shall be installation-wide unless otherwise specified by local Agreement.

### D Information on Bids

Bids shall include:

- D1 The duty assignment (as defined in 2D3, if applicable) by position title and number; e.g., key, standard, or individual position.
- D2 PS salary level and craft.
- D3 Hours of duty (beginning, ending).

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- D4 The principal assignment area; e.g., section and/or location of activity.
  - D5 Qualification standards and occupational code number.
  - D6 Physical requirement(s) unusual to the specific assignment (heavy lifting, etc.).
  - D7 Invitation to employees to submit bids.
  - D8 The fixed schedule of days of work.
- E Successful Bidder
- E1 Within 10 days after the closing date of the posting (including December), the installation head shall post a notice stating the successful bidder and the bidder's seniority date. The senior qualified bidder meeting the qualification standards established for that position shall be designated the "successful bidder."
  - E2 The successful bidder must be placed in the new assignment within 15 days except in the month of December.
  - E3 Normally, an employee shall work the duty assignment for which the employee has been designated the successful bidder. However, when an employee is moved off the employee's duty assignment, the employee shall not be replaced by another employee. For temporary reassignments not covered by Article 25, the movement of people outside the bid assignment area will be as follows:
    - E3a casuals;
    - E3b employees from other crafts;
    - E3c part-time employees;
    - E3d full-time regular Mail Handler employees;
    - E3e the order of movement of full-time regular Mail Handler employees in .3E3d, above shall be a subject for local negotiations; however, if an agreement is not reached at the local level, the matter will be referred to the **Regional Manager, Labor Relations and the Regional Director, Mail Handlers Union** for settlement.

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- E4 No employee shall be allowed to displace or "bump" another employee properly holding a position or duty assignment.

#### Section 12.4 Definition of a Section

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

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

#### Section 12.5 Principles of Reassignments

- A A primary principle in effecting reassignments will be that dislocation and inconvenience to employees in the regular work force shall be kept to a minimum, consistent with the needs of the Service. Reassignments will be made in accordance with this Section and the provisions of Section 12.6 below.
  - A1 When a major relocation of employees is planned in major metropolitan areas or due to the implementation of national postal mail networks, the Employer will apply this Article in the development of the relocation and reassignment plan. At least 90 days in advance of implementation of such plan, the Employer will meet with the Union at the national level to fully advise the Union how it intends to implement the plan. If the Union believes such plan violates this Agreement, the matter may be grieved.
  - A2 Such plan shall include a meeting at the regional level in advance (as much as six months whenever possible) of the reassignments anticipated. The Employer will advise the Union, based on the best estimates available at the time, of the anticipated impact; the numbers of employees affected; the locations to which they will be reassigned; and, in the

case of a new installation, the anticipated complement by tour. The Union will be periodically updated by the Region should any of the information change due to more current data being available.

- A3 When employees are excessed out of their installation, the Union at the regional level may request a comparative work hour report of the losing installation 60 days after the excessing of such employees.
- A4 If a review of the report does not substantiate that business conditions warranted the action taken, such employees shall have their retreat rights activated. If the retreat right is denied, the employees have the right to the grievance-arbitration procedure.

B In order to minimize the impact on employees in the regular work force, the Employer agrees to separate to the extent possible, casual employees, working in the affected craft and installation prior to excessing any regular employee in that craft out of the installation. The junior full-time employee who is being excessed has the option of reverting to part-time flexible status in his/her craft, or of being reassigned to the gaining installation.

**Section 12.6 Reassignments**

**A Basic Principles and Reassignments**

When it is proposed to:

- A1 Discontinue an independent installation;
- A2 Consolidate an independent installation (i.e., discontinue the independent identity of an installation by making it part of another and continuing independent installation);
- A3 Transfer a classified station or classified branch to the jurisdiction of another installation or make an independent installation;
- A4 Reassign within an installation employees excess to the needs of a section of that installation;
- A5 Reduce the number of regular work force employees of an installation other than by attrition;
- A6 Centralize mail processing and/or delivery installations; or
- A7 Reassignment-part-time flexibles in excess of

quota; such actions shall be subject to the following principles and requirements.

**B Principles and Requirements**

- B1 Dislocation and inconvenience to full-time and part-time flexible employees shall be kept to the minimum consistent with the needs of the service.
- B2 The Regional Postmasters General shall give full consideration to withholding sufficient full-time and part-time flexible positions within the area for full-time and part-time flexible employees who may be involuntarily reassigned.
- B3 No employee shall be allowed to displace, or "bump" another employee, properly holding a position or duty assignment.
- B4 The Union shall be notified in advance (as much as six (6) months whenever possible), such notification to be at the regional level, except under .6A4 above, which shall be at the local level.
- B5 Full-time and part-time flexible employees involuntarily detailed or reassigned from one installation to another shall be given not less than 60 days advance notice, if possible, and shall receive moving, mileage, per diem and reimbursement for movement of household goods, as appropriate, if legally payable, will be governed by the standardized Government travel regulations as set forth in Methods Handbook F-10, "Travel."
- B6 Any employee volunteering to accept reassignment to another craft or occupational group, another branch of the Postal Service, or another installation shall start a new period of seniority beginning with such assignment, except as provided herein.
- B7 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 120 days in order to prevent inequities in the seniority lists at the gaining installations. The 120 days is computed from the date of the first detail of a Mail Handler to the central, consolidated or new installa-

tion in that specific planning program. If a tie develops in establishing the merged seniority roster at the gaining installation, it shall be broken by total continuous service in the regular work force in the same craft.

- B8 Whenever in this Agreement provision is made for reassignments, it is understood that any full-time or part-time flexible employees reassigned must meet the qualification requirements of the position to which reassigned.
- B9 It is understood that any employee entitled hereunder to a specific placement may exercise entitlement only if no other employee has a superior claim hereunder to the same position.
  - B10a Surplus U. S. Postal Service Employees— Surplus U. S. Postal Service employees from non-mail processing and non-mail 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.
  - B10b Former full-time 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:
    - B10b1 When such an employee is declared excess and is returned to the Mail Handler craft in the same installation from which the employee was reassigned, seniority shall be the same as for continuous service in the craft and installation.
    - B10b2 Should such an employee who is not excess volunteer to be returned to the installation in place of a junior excess employee, seniority in the Mail Handler craft and installation will be that of the junior excess employee.
    - B10b3 If such an employee voluntarily transfers to

the employee's former installation he/she shall begin a new period of seniority.

C Special Provisions on Reassignments

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

- C1 Discontinuance of an Independent Installation
  - C1a When an independent installation is discontinued, all full-time and part-time flexible employees shall, to the maximum extent possible, be involuntarily reassigned to continuing postal positions in accordance with the following:
  - C1b Involuntary reassignment of full-time employees with their seniority for duty assignments to vacancies in the same 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 consultation with the Union, it is determined that it is necessary. The Postal Service will designate such installations for the reassignment of excess full-time employees. When two or more such vacancies are simultaneously available, first choice of duty assignment shall go to the senior employee entitled by displacement from a discontinued installation to such placement.
  - C1c Involuntary reassignment of full-time employees for whom consultation did not provide for placement under .6C1b above, in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level.
  - C1d Involuntary reassignment of part-time flexible employees with seniority in any vacancy in the part-time flexible quota in the same craft or occupational group at any installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the Union it is determined that it is necessary, the Postal Service

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will designate such installations for the reassignment of the part-time flexible employees.

- C1e Involuntary reassignment of part-time flexible employees for whom consultation did not provide for placement under .6C1d, above in other crafts or occupational groups in which they meet minimum qualification at the same or lower level at the foot of existing part-time flexible roster at the receiving installation and begin a new period of seniority.
- C1f Full-time employees for whom no full-time vacancies are available by the time the installation is discontinued shall be changed to part-time flexible employees in the same craft and placed as such, but shall for six months retain placement rights to full-time vacancies developing within that time within any installation within 100 miles of the discontinued installation, or in more distant installations, if after consultation with the Union it is necessary, U.S. Postal Service will designate such installations for the reassignment of excess full-time employees on the same basis as if they had remained full-time.
- C1g Employees, full-time or part-time flexible, involuntarily reassigned as above provided shall upon the reestablishment of the discontinued installation be entitled to reassignment with full seniority to the first vacancy in the reestablished installation in the level, craft or occupational group from which reassigned.
- C2 Consolidation of an Independent Installation
  - C2a When an independent postal installation is consolidated with another postal installation, each full-time or part-time flexible employee shall be involuntarily reassigned to the continuing installation without loss of seniority in the employee's craft or occupational group.
  - C2b Where reassignments under .6C2a preceding, result in an excess of employees in the

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continuing installation, identification and placement of excess employees shall be accomplished by the continuing installation in accordance with the provisions of this Agreement covering such situations.

- C2c If the consolidated installation again becomes an independent installation, each full-time and part-time flexible employee whose reassignment was necessitated by the previous consolidation shall be entitled to the first vacancy in the reestablished installation in the level and craft or occupational group held at the time the installation was discontinued.
- C3 Transfer of a Classified Station or Classified Branch to the Jurisdiction of Another Installation or Made an Independent Installation
  - C3a When a classified station or classified branch is transferred to the jurisdiction of another installation or made an independent installation, all full-time employees shall at their option remain with the classified station or classified branch without loss of seniority, or remain with the installation from which the classified station or classified branch is being transferred.
  - C3b A realistic appraisal shall be made of the number of employees by crafts or occupations who will be needed in the station 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.
  - C3c If the postings provided in paragraph .6C3b preceding, do not result in sufficient employees to staff 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 such

employee's level and craft or occupational group in the installation from which transferred.

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

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

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

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

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

C4d The duty assignment vacated by the reassignment of the junior full-time employee from the section shall be posted for bid of the full-

time employees in the section. If there are no bids, the junior remaining unassigned full-time employee in the section shall be assigned to the vacancy.

C5 Reduction in the Number of Employees in an Installation Other Than by Attrition

C5a Reassignments within installation. When for any reason an installation must reduce the number of employees more rapidly than is possible by normal attrition, that installation:

C5a1 Shall determine by craft and occupational group the number of excess employees;

C5a2 Shall, to the extent possible, minimize the impact on regular work force employees by separation of all casuals;

C5a3 Shall, to the extent possible, minimize the impact on full-time positions by reducing part-time flexible hours;

C5a4 Shall identify as excess the necessary number of junior full-time employees in the salary level and occupational group affected on an installation-wide basis within the installation; make reassignments of excess full-time employees who meet the minimum qualifications for vacant assignments in other crafts in the same installation; involuntarily reassign them in the same or lower level.

C5a5 The employee shall be returned at the first opportunity to the craft from which reassigned.

C5a6 When returned, the employee retains seniority previously attained in the craft augmented by intervening employment in the other craft.

C5a7 The right of election by a senior employee provided in paragraph



.6C5b3, below is not available for this crosscraft reassignment within the installation.

- C5b Reassignments to Other Installations After Making Reassignments Within the Installation:
- C5b1 Involuntarily reassign such excess full-time employees starting with the junior with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in **installations within 35 miles of the losing installation.**
- C5b2 Involuntarily reassign full-time employees for whom **vacancies were not identified in C5b1 above** in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level **within 35 miles of the losing installation.**
- C5b3 **If sufficient vacancies cannot be identified within the 35 mile area, involuntarily reassign excess employees to vacancies in the same or lower level in the same craft or occupational group within 100 miles of the losing installation.**
- C5b4 **If vacancies cannot be identified within the employees' own craft and occupational group, then vacancies will be identified in other crafts within the 100 mile area. Involuntarily reassign excess employees for whom vacancies were not identified in C5b3 above in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level.**
- C5b5 **If vacancies cannot be identified within the 100 mile area, then**

**after consultation with the affected union it is determined that it is necessary, the Postal Service will designate more distant installations for the reassignment of excess full-time employees.**

- C5b6 Any senior employee in the same occupational group in the same installation may elect to be reassigned to the gaining installation and take the seniority of the senior full-time employee subject to involuntary reassignment. Such senior employees who accept reassignment to the gaining installation do not have retreat rights.
- C5b7 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.
- C5b8 A full-time employee shall have the option of changing to part-time flexible in the same craft or occupational group in lieu of involuntary reassignment.
- C5b9 Employees involuntarily reassigned under **.6C5b1 through .6C5b5** 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 the employee does not withdraw it or decline to accept an opportunity to return in accordance with such request.

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- C6 Centralized Mail Processing and/or Delivery Installation
- C6a When the operations at a centralized installation or other mail processing and/or delivery installation result in an excess of full-time Mail Handlers at another installation(s), full-time Mail Handlers who are excess in a losing installation(s) by reason of the change, shall have a choice to be:
- C6a(1) Involuntarily reassigned in other crafts or occupational groups in which they meet minimum qualifications at the same or lower level if no vacancies are available in the same craft or occupational group within 35 miles of the losing installation; or,**
- C6a(2) Involuntarily reassigned starting with the junior with their seniority for duty assignments to vacancies in the same or lower level in the same craft or occupational group in installations within 100 miles of the losing installation, or in more distant installations if after consultation with the affected Union it is determined that it is necessary, the Postal Service will designate such installations for the reassignment of excess full-time employees.**
- C6a(3) Reassignments of Mail Handlers shall be treated as details for the first 120 days to avoid inequities in the selection of preferred duty assignments by full-time Mail Handlers in the gaining installation.**
- C6b Previously established preferred duty assignments which become vacant before expiration of the detail period must be posted for bid and awarded to eligible full-time Mail Handlers then permanently assigned in the gaining installation. Excess part-time flexible

Article 12.6

- Mail Handlers may be reassigned as provided for in Section .6C7.
- C6c All new duty assignments created in the gaining installation and all other vacant duty assignments in the centralized installation shall be posted for bid. One hundred twenty (120) days is computed from the date of the first detail of an employee. Bidding shall be open to all full-time mail handlers of the craft involved at the gaining installation. This includes full-time Mail Handlers assigned to the gaining installation.
- C7 Reassignment—Part-time Flexible Employees in Excess of Quota
- Where there are part-time flexible employees in excess of the part-time flexible quota for the craft for whom work is not available, part-time flexibles lowest on the part-time flexible roll equal in number to such excess may at their option be reassigned to the foot of the part-time flexible roll in the same or another craft in another installation.
- C7a An excess employee reassigned to another craft in the same or another installation shall be assigned to the foot of the part-time flexible roll and begin a new period of seniority.
- C7b An excess part-time flexible employee reassigned to the same craft in another installation shall be placed at the foot of the part-time flexible roll. Upon change of full-time from the top of the part-time flexible roll, the employee's seniority for preferred assignments shall include the seniority the employee had in the losing installation augmented by part-time flexible service in the gaining installation.
- C7c A senior part-time flexible in the same craft or occupational group in the same installation may elect to be reassigned in another installation in the same or another craft and take the seniority, if any, of the senior excess part-time flexible being reassigned, as set forth in .6C7a and .6C7b above.



- C7d The Postal Service will designate, after consultation with the Union, vacancies at installations in which excess part-time flexibles may request to be reassigned beginning with vacancies in other crafts in the same installation; then vacancies in the same craft in other installations; and finally vacancies in other crafts in other installations making the designations to minimize relocation hardships to the extent practicable.
- C7e Part-time flexibles reassigned to another craft in the same installation shall be returned to the first part-time flexible vacancy within the craft and level from which reassigned.
- C7f Part-time flexibles reassigned to other installations have retreat rights to the next such vacancy according to their standing on the part-time flexible roll in the losing installation but such retreat right does not extend to part-time flexibles who elect to request reassignment in place of the junior part-time flexibles.
- C7g 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.

#### D Part-Time Regular Employees

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

#### Section 12.7 Transfer Request

- A Prior to hiring Mail Handlers, installation heads will consider requests for transfers submitted by Mail Handlers from other installations.
- B Providing a written request for a voluntary transfer has been submitted, a written acknowledgment shall be given in a timely manner.
- C An employee whose transfer is approved will be allowed to use up to five (5) days of annual leave or five (5) days leave without pay for purpose of transferring.

### ARTICLE 13

#### ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES

##### Section 13.1 Introduction

- A Part-time fixed schedule employees assigned in the craft unit shall be considered to be in a separate category. All provisions of this Article apply to part-time fixed schedule employees within their own category.
- B The U.S. Postal Service and the Union, recognizing their responsibility to aid and assist deserving full-time regular or part-time flexible employees who through illness or injury are unable to perform their regularly assigned duties, agree to the following provisions and conditions for reassignment to temporary or permanent light duty or other assignments. It will be the responsibility of each installation head to implement the provisions of this Agreement within the installation, after local negotiations.

##### Section 13.2 Employee's Request for Reassignment

###### A Temporary Reassignment

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

###### B Permanent Reassignment

B1 Any ill or injured full-time regular or part-time flexible employee having a minimum of five years of postal service, or any full-time regular or part-time flexible employee who sustained injury on duty, regardless of years of service, while performing the assigned duties can submit a voluntary request for permanent reassignment to light duty or other assignment to the installation head if the em-

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ployee 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.

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

#### Section 13.3 Local Implementation

Due to varied size installations and conditions within installations, the following important items having a direct bearing on these reas-

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signment procedures (establishment of light duty assignments) should be determined by local negotiations.

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

#### Section 13.4 General Policy Procedures

- A Every effort shall be made to reassign the concerned employee within the employee's present craft or occupational group, even if such assignment reduces the number of hours of work for the supplemental work force. After all efforts are exhausted in this area, consideration will be given to reassignment to another craft or occupational group within the same installation.
- B The full-time regular or part-time flexible employee must be able to meet the qualifications of the position to which the employee is reassigned on a permanent basis. On temporary reassignment, qualifications can be modified provided excessive hours are not used in the operation.
- C The reassignment of a full-time regular or part-time flexible employee to a temporary or permanent light duty or other assignment shall not be made to the detriment of any

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- full-time regular on a scheduled assignment or give a reassigned part-time flexible preference over other part-time flexible employees.
- D The reassignment of a full-time regular or part-time flexible employee under the provisions of this Article to an agreed-upon light duty temporary or permanent or other assignment within the office, such as type of assignment, area of assignment, hours of duty, etc., will be the decision of the installation head who will be guided by the examining physician's report, employee's ability to reach the place of employment and ability to perform the duties involved.
- E An additional full-time regular position can be authorized within the craft or occupational group to which the employee is being reassigned, if the additional position can be established out of the part-time hours being used in that operation without increasing the overall hour usage. If this cannot be accomplished, then consideration will be given to reassignment to an existing vacancy.
- F The installation head shall review each light duty reassignment at least once each year, or at any time the installation head has reason to believe the incumbent is able to perform satisfactorily in other than the light duty assignment the employee occupies. This review is to determine the need for continuation of the employee in the light duty assignment. Such employee may be requested to submit to a medical review by 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 descriptions and occupational physical requirements. The decision of the third

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- physician will be final as to the employee's medical condition and occupational limitations, if any. Any other issues relating to the employee's entitlement to a light duty assignment shall be resolved through the grievance-arbitration procedure. The costs of the services of the third physician shall be shared by the Union and the Employer.
- H When a full-time regular employee in a temporary light duty assignment is declared recovered on medical review, the employee shall be returned to the employee's former duty assignment, if it has not been discontinued. If such former regular assignment has been discontinued, the employee becomes an unassigned full-time regular employee.
- I If a full-time regular employee is reassigned in another craft for permanent light duty and later is declared recovered, on medical review, the employee shall be returned to the first available full-time regular vacancy in complement in the employee's former craft. Pending return to such former craft, the employee shall be an unassigned full-time regular employee. The employee's seniority shall be restored to include service in the light duty assignment.
- J When a full-time regular employee who has been awarded a permanent light duty assignment within the employee's own craft is declared recovered, on medical review, the employee shall become an unassigned full-time regular employee.
- K When a part-time flexible on temporary light duty is declared recovered, the employee's detail to light duty shall be terminated.
- L When a part-time flexible who has been reassigned in another craft on permanent light duty is declared recovered, such assignment to light duty shall be terminated. Section 4I, above, does not apply even though the employee has advanced to full-time regular while on light duty.

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

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

- A When the reassigned employee is a full-time regular employee, the resulting full-time regular vacancy in the complement, not necessarily in the particular duty assignment

## Article 13.6

of the losing craft from which the employee is being reassigned, shall be posted to give the senior of the full-time regular employees in the gaining craft the opportunity to be reassigned to the vacancy, if desired.

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

### Section 13.6 Seniority of an Employee Assigned to Another Craft

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

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### Section 13.7 Notice

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

## ARTICLE 14 SAFETY AND HEALTH

### Section 14.1 Responsibilities

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

### Section 14.2 Cooperation

- A The Employer and the Union insist on the observance of safe rules and safe procedures by employees and insist on correction of unsafe conditions. Mechanization, vehicles and vehicle equipment and the work place must be maintained in a safe and sanitary condition, including adequate occupational health and environmental conditions. The Employer shall make available at each installation forms to be used by employees in reporting unsafe and unhealthful conditions. If an employee believes he/she is being required to work under unsafe conditions, such employees may: a) notify the employee's supervisor who will immediately investigate the condition and take corrective action if necessary; b) file a grievance at Step 2 of the grievance procedure within fourteen (14) days of notifying such employee's supervisor if no corrective action is taken during the employee's tour; c) and/or make a written report to the Union representative from the local Safety and Health Committee who may discuss the report with such employee's supervisor.
- B Any grievance which has as its subject a safety or health issue directly affecting an employee and which is subsequently properly appealed to arbitration in accordance with the provisions of Article 15 may be placed at the head of the appropriate arbitration docket.

## Article 14.3

### Section 14.3 Implementation

To assist in the positive implementation of the program:

- A1 There shall be established at the Employer's Headquarters level, a Joint Labor-Management Safety Committee. Representation on the Committee, to be specifically determined by the parties, shall include representatives from the Union and representatives from appropriate Departments in the Postal Service. Not later than 60 days following the effective date of this Collective Bargaining Agreement, designated representatives of the Union and Management will meet for the purpose of developing a comprehensive agenda which will include all aspects of the Employer's Safety Program. Subsequent to the development of this agenda priorities will be established and a tentative schedule will be developed to insure full discussion of all topics. Meetings may also be requested by either party for the specific purpose of discussing additional topics of interest within the scope of the Committee.
- A2 The responsibility of the Committee will be to evaluate and make recommendations on all aspects of the Employer's Safety Program, to include program adequacy, implementation at the local level, and studies being conducted for improving the work environment.
- A3 The Chairman will be designated by the Employer. The Union, in conjunction with the Chairman, shall schedule the meetings, and recommend priorities on new agenda items. The Employer shall furnish the Union information relating to injuries, illness and safety, including the morbidity and mortality experience of employees. This report shall be in form of reports furnished OSHA on a quarterly basis.
- A4 The Headquarters level Committee will meet quarterly and the Employer and Union Representatives will exchange proposed agenda items two weeks before the scheduled meetings. If problems or items of a significant, National nature arise between scheduled quarterly meetings any party may request a special meeting of the Committee. Any party will have the right to be accompanied to any Committee meeting by no more than two technical advisors.

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- A5 There shall be established at the Employer's Regional level, a Regional Joint Labor-Management Safety Committee, which will be scheduled to meet quarterly. The Employer and Union Representatives will exchange proposed agenda items two weeks before the scheduled meetings. If problems or items of a significant, regional nature arise between scheduled quarterly meetings, any party may request a special meeting of the Committee. Any party will have the right to be accompanied to any committee meeting by no more than two technical advisors.
- A6 Representation on the Committee shall include representatives from the Union and appropriate representatives from the Postal Service Regional Office. The Chairman will be designated by the Employer.
- B The Employer will make Health Service available for the treatment of job related injury or illness where it determines they are needed. The 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. The Employer will promulgate appropriate regulations which comply with applicable regulations of the Office of Workers Compensation Program, including employee choice of health services.
- C The Employer will comply with Section 19 of the Williams-Steiger Occupational Safety and Health Act.

### Section 14.4 Local Safety Committee

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

## Article 14.5

### Section 14.5 Subjects for Discussion

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

### Section 14.6 Employee Participation

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

### Section 14.7 Local Committee Meetings

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

### Section 14.8 Local Committee Responsibilities

- A The Committee shall review the progress in accident prevention and health at the installation; determine program areas which should have increased emphasis; and it may investigate major accidents which result in disabling injuries. Items properly relating to employee safety and health shall be considered appropriate discussion items. In addition, the Committee shall promote the cause of Safety and Health in the installation by:
- A1 Reviewing Safety and Health suggestions, safety training records and reports of unsafe conditions or practices.
  - A2 Reviewing local Safety and Health rules.
  - A3 Identifying unsafe work practices and assisting in enforcing safety work rules.
- B The Committee shall at its discretion render reports to the installation head and may at its discretion make recom-

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mendations to the installation head for action on matters concerning safety and health. The installation head shall within a reasonable period of time advise the Committee that the recommended action has been taken or advise the Headquarters Safety and Health Committee and the President of the participating local unions as to why it has not. Any member of the Committee may also submit a written report to the Headquarters Safety and Health Committee in the event the Committee's recommendations are not implemented.

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



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- F One Union representative from the local Safety and Health Committee, selected on a rotational basis by the participating Unions, may participate on the annual inspection of each installation with less than 100 man years of employment in the regular work force, where such Committee exists in the installation being inspected. In those installations that do not have a Safety and Health Committee, the inspector shall afford the opportunity for a bargaining unit employee from that installation to accompany him during these inspections.
- G An appointed member of a local committee will receive an orientation by the Employer which will include:
- G1 Responsibilities of the Committee and its members.
  - G2 Basic elements of the Safety and Health Program.
  - G3 Identification of hazards and unsafe practices.
  - G4 Explanation of reports and statistics reviewed and analyzed by the Committee.
- H Since it has been some time since some members of Safety Committees received orientation, all current members will receive an orientation not later than **October 1, 1991**.
- I Where an investigation board is appointed by a Regional Postmaster General or a Division General Manager to investigate a fatal or serious industrial non-criminal accident and/or injury, the Union at the installation will be advised promptly. When requested by the Union, a representative from the local Safety and Health Committee will be permitted to accompany the board in its investigation.
- J In installations where employees represented by the Union accept, handle and/or transport hazardous materials, the Employer will establish a program of promoting safety awareness through communications and/or training, as appropriate. Elements of such a program would include, but not be limited to:
- J1 Informational postings, pamphlets or articles in Postal and Regional Bulletins.
  - J2 Distribution of Publication 52 to employees whose duties require acceptance of and handling hazardous items.
  - J3 On-the-job training of employees whose duties require the handling and/or transportation of hazardous items.

## Article 15.2

### Section 14.9 Field Federal Safety and Health Councils

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

## ARTICLE 15

### GRIEVANCE-ARBITRATION PROCEDURE

#### Section 15.1 Definition

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

#### Section 15.2 Grievance Procedure—Steps

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

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

(c) If no resolution is reached as a result of such discussion, the supervisor shall render a decision orally stating the reasons for the

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

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

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

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

(b) Any grievance initiated at Step 2, pursuant to Article 2 of this Agreement, must be filed within 14 days of the date on which the Union or the employee first learned or may reasonably have been expected to have learned of its cause.

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

(d) At the meeting the Union representative shall make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The Union representative may also furnish written statements from witnesses or other individuals. The Employer representative shall also make a full and detailed state-

ment of facts and contractual provisions relied upon. The parties' representatives shall cooperate fully in the effort to develop all necessary facts, including the exchange of copies of all relevant papers or documents in accordance with Article 31. The parties' representatives may mutually agree to jointly interview witnesses where desirable to assure full development of all facts and contentions. In addition, in cases involving discharge either party shall have the right to present no more than two witnesses. Such right shall not preclude the parties from jointly agreeing to interview additional witnesses as provided above.

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

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

(g) Any settlement or withdrawal of a grievance in Step 2 shall be in writing or shall be noted on the standard grievance form, but shall not be a precedent for any purpose, unless the parties specifically so agree or develop an agreement to dispose of future similar or related problems.

(h) Where agreement is not reached the Employer's decision shall be furnished to the Union representative in writing within ten (10) days after the Step 2 meeting unless the parties agree to extend the ten (10) day period. The decision shall include a full statement of the Employer's understanding of (1) all relevant facts, (2) the contractual provisions involved, and (3) the detailed reasons for denial of the grievance.



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

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

Step 3: (a) Any appeal from an adverse decision in Step 2 shall be in writing to the Regional Director, Human Resources, with a copy to the Employer's Step 2 representative, and shall specify the reasons for the appeal.

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

(c) The Employer's written Step 3 decision on the grievance shall be provided to the Union's Step 3 representative within fifteen (15) days after the parties have met in Step 3, unless the parties agree to extend the fifteen (15) day period. Such decision shall state the reasons for the decision in detail and shall include a statement of any additional facts and contentions not previously set forth in the record of the grievance as appealed from Step 2. Such decision also shall state whether the Employer's Step 3 representative believes

that no interpretive issue under this Agreement or some supplement thereto which may be of general application is involved in the case.

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

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

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

### Section 15.3 Grievance Procedure—General

A The parties expect that good faith observance, by their re-

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spective representatives, of the principles and procedures set forth above will result in settlement or withdrawal of substantially all grievances initiated hereunder at the lowest possible step and recognize their obligation to achieve that end.

- B The failure of the employee or the Union in Step 1, or the Union thereafter to meet the prescribed time limits of the Steps of this procedure, including arbitration, shall be considered as a waiver of the grievance. However, if the Employer fails to raise the issue of timeliness at Step 2, or at the step at which the employee or Union failed to meet the prescribed time limits, whichever is later, such objection to the processing of the grievance is waived.
- C Failure by the Employer to schedule a meeting or render a decision in any of the Steps of this procedure within the time herein provided (including mutually agreed to extension periods) shall be deemed to move the grievance to the next Step of the grievance-arbitration procedure.
- D It is agreed that in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement, such dispute may be initiated as a grievance at the Step 4 level by the **Union**. Such a grievance shall be initiated in writing and must specify in detail the facts giving rise to the dispute, the precise interpretive issues to be decided and the contention of the Union. Thereafter the parties shall meet in Step 4 within thirty (30) days in an effort to define the precise issues involved, develop all necessary facts, and reach agreement. Should they fail to agree, then, within fifteen (15) days of such meeting, each party shall provide the other with a statement in writing of its understanding of the issues involved, and the facts giving rise to such issues. In the event the parties have failed to reach agreement within sixty (60) days of the initiation of the grievance in Step 4, the Union then may appeal it to arbitration, within thirty (30) days thereafter.

### Section 15.4 Arbitration

#### A General Provisions

- A1 A request for arbitration shall be submitted within the specified time limit for appeal.
- A2 No grievance may be arbitrated at the National level except when timely notice of appeal is given the Employer in writing by the **Union**. No grievance may

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be appealed to arbitration at the Regional level except when timely notice of appeal is given in writing to the appropriate Regional official of the Employer by the certified representative of the Union in the particular Region. Such representative shall be certified to appeal grievances by the **Union** to the Employer at the National level.

- A3 All grievances appealed to arbitration will be placed on the appropriate pending arbitration list in the order in which appealed. The Employer, in consultation with the Union, will be responsible for maintaining appropriate dockets of grievances, as appealed, and for administrative functions necessary to assure efficient scheduling and hearing of cases by arbitrators at all levels.
- A4 In order to avoid loss of available hearing time, except in National level cases, back-up cases should be scheduled to be heard in the event of late settlement or withdrawal of grievances before hearing. In the event that either party withdraws a case less than five (5) days prior to the scheduled arbitration date, and the parties are unable to agree on scheduling another case on that date, the party withdrawing the case shall pay the full costs of the arbitrator for that date. In the event that the parties settle a case or either party withdraws a case five (5) or more days prior to the scheduled arbitration date, the backup case on the appropriate arbitration list shall be scheduled. If the parties settle a case less than five (5) days prior to the scheduled arbitration date and are unable to agree to schedule another case, the parties shall share the costs of the arbitrator for that date. This paragraph shall not apply to National level arbitration cases.
- A5 Arbitration hearings normally will be held during working hours where practical. Employees whose attendance as witnesses is required at hearings during their regular working hours shall be on Employer time when appearing at the hearing, provided the time spent as a witness is part of the employee's regular working hours.
- A6 All decisions of an arbitrator will be final and binding. All decisions of arbitrators shall be limited to the terms and provisions of this Agreement, and in

no event may the terms and provisions of this Agreement be altered, amended, or modified by an arbitrator. Unless otherwise provided in this Article, all costs, fees and expenses charged by an arbitrator will be shared equally by the parties.

- A7** The parties agree that, upon receipt of the award, each arbitrator's fees and expenses shall be paid in a prompt and timely manner.
- A8** All arbitrators on the Regular Regional Panels and the Expedited Panels and on the National Panel shall serve for the term of this Agreement and shall continue to serve for six (6) months thereafter, unless the parties otherwise mutually agree.
- A9** Arbitrators on the National and on the Regular and Expedited Regional Panels shall be selected by the method agreed upon by the parties at the National Level. The parties shall meet for this purpose within ninety (90) days after signing this Agreement. In the event the parties cannot agree on individuals to serve on these panels, or to fill any vacancies, selection shall be made by the alternate striking of names from the appropriate list.

**B Regional Level Arbitration—Regular**

- B1** At the Regional level three (3) separate lists of cases to be heard in arbitration shall be maintained for the Union:
- B1a** one for all removal cases and cases involving suspensions for more than 30 days;
- B1b** one for all cases appealed or referred to Expedited Arbitration; and
- B1c** one for all other cases appealed to arbitration at the Regional Level.
- B2** Regional Arbitration Scheduling
- B2a** All cases will be scheduled for each Division on a first-in, first-out order based on appeal to arbitration date unless the Union and Employer otherwise agree at the Regional level. Removal cases and cases involving suspension for more than fourteen (14) days will receive first consideration for scheduling.

- B2b** The parties agree that all cases will be heard in arbitration within 90 days from the date of the grievance appeal to arbitration. If a grievance is not heard in arbitration within the 90 days, the grievance will be scheduled as the first primary case on the next available arbitration hearing date, after removal cases and cases involving suspension for more than fourteen (14) days have been scheduled.
- B2c** The primary case(s) (maximum of two (2) primary cases unless mutually agreed otherwise) assigned for each arbitration date will be backed up with three additional cases from the same Division and Union geographic area. The primary case(s) and the back-up cases will appear in the scheduling letter to the arbitrator and the parties. In addition every open case from the particular post office where the primary case(s) are located will be scheduled in the event the primary case(s) are resolved or withdrawn. If multiple cases exist at the primary location, the cases will be heard in order of appeal date, unless otherwise mutually agreed by the parties. It is understood that the parties will resolve or arbitrate the cases at this primary location prior to moving to the first back-up location. The parties agree that cases will be heard rather than lose a hearing date.
- B2d** If all cases at the primary location are resolved or withdrawn, the first back-up case shall become the scheduled case. If the first back-up case is resolved or withdrawn, additional back-up cases will consist of any open cases (see Section 4.B.2.A for priority scheduling) at the post office location where the first back-up case is scheduled. The scheduling of these cases at the first back-up location shall go in order of appeal date to arbitration unless otherwise agreed at the Regional level. If all cases at the first back-up location are resolved or withdrawn, the second back-up case shall become the scheduled case. If that case is resolved or withdrawn, any open cases (see

Section 4.B.2.A for priority scheduling) at the second back-up location will be scheduled as above, first-in, first-out. If all cases at the second back-up location are resolved or withdrawn, the third back-up case shall become the scheduled case, and the same procedures shall apply for scheduling additional cases at that location.

- B2e** In the event that all back-up locations are exhausted, the location will be determined by the order of appeal date of cases within the same Division and Union geographic area and will continue until no arbitration appeals remain either in the original Division or Union geographic area.
- B2f** If the procedures in B through D are exhausted, additional locations will be determined by the parties based upon mutual agreement at the Regional level. If no agreement is reached, scheduling of cases will be based upon the order in which cases were appealed to Regional arbitration.
- B2g** The Regional office will provide to the Union at the Regional level a list of the pending cases by Division listed in order of first-in, first-out.
- B2h** The hearing dates available at the time of scheduling will be prorated among the Divisions with each Division receiving a minimum of five (5) percent. The balance of the dates will be shared between the Divisions with the greatest number of pending arbitration cases. If in the event a Division does not need all the dates it is entitled to, those dates will be given to the Divisions with the greatest number of pending arbitration cases.
- If more than one hearing date is scheduled for a particular union geographic area, the union at the Regional level may request, and the Employer will agree to a mutually acceptable scheduling adjustment to another union geographic area.
- B3** Only discipline cases involving suspensions of 30

days or less and those other disputes as may be mutually determined by the parties shall be appealed or referred to Expedited Arbitration in accordance with Section 4C hereof.

- B4** Cases appealed or referred to arbitration, which involve removals or suspensions for more than 30 days, shall be scheduled for hearing at the Regional Level at the earliest possible date in the order in which appealed by the Union or referred.
- B5** If either party concludes that a case appealed or referred to Regional Arbitration involves an interpretative issue under the National Agreement or some supplement thereto which may be of general application, that party may withdraw the case from arbitration and refer the case to Step 4 of the grievance procedure. The party referring the case to Step 4 shall pay the full costs of the arbitrator for that date unless another scheduled case is heard on that date.
- B6** The arbitrators on each Regular Regional Panel shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties.
- B7** Normally, there will be no transcripts of arbitration hearings or filing of post-hearing briefs in cases heard in Regular Regional level arbitration, except either party at the National level may request a transcript, and either party at the hearing may request to file a post-hearing brief. However, each party may file a written statement setting forth its understanding of the facts and issues and its argument at the beginning of the hearing and also shall be given an adequate opportunity to present argument at the conclusion of the hearing.
- B8** The arbitrator in any given case should render an award therein within thirty (30) days of the close of the record in the case.
- C Regional Level Arbitration—Expedited**
- C1** The parties agree to continue the utilization of an expedited arbitration system for disciplinary cases of 30 days suspension or less which do not involve interpretation of this Agreement and for such other cases as the parties may mutually determine. This system may be utilized by agreement of the Union

through the Union and the Senior Assistant Postmaster General, Human Resources Group, or designee. In any such case, the FMCS or AAA shall immediately notify the designated arbitrator. The designated arbitrator is that member of the Expedited Panel who, pursuant to a rotation system, is scheduled for the next arbitration hearing. Immediately upon such notification the designated arbitrator shall arrange a place and date for the hearing promptly but within a period of not more than ten (10) working days. If the designated arbitrator is not available to conduct a hearing within the ten (10) working days, the next panel member in rotation shall be notified until an available arbitrator is obtained.

- C2** The parties agree that all cases will be heard in arbitration within 90 days from the date of the grievance appeal to arbitration. If a grievance is not heard in arbitration within the 90 days, the grievance will be scheduled as the first case to be heard on the next available arbitration date.
- C3** If either party concludes that the issues involved are of such complexity or significance as to warrant reference to the Regular Regional Arbitration Panel, that party shall notify the other party of such reference at least twenty-four (24) hours prior to the scheduled time for the expedited arbitration.
- C4** The hearing shall be conducted in accordance with the following:
- C4a** the hearing shall be informal;
- C4b** no briefs shall be filed or transcripts made;
- C4c** there shall be no formal rules of evidence;
- C4d** the hearing shall normally be completed within one day;
- C4e** if the arbitrator or the parties mutually conclude at the hearing that the issues involved are of such complexity or significance as to warrant reference to the Regular Regional Arbitration Panel, the case shall be referred to that panel; and
- C4f** the arbitrator may issue a bench decision at the hearing but in any event shall render a de-

cision within forty-eight (48) hours after conclusion of the hearing. Such decision shall be based on the record before the arbitrator and may include a brief written explanation of the basis for such conclusion. These decisions will not be cited as a precedent. The arbitrator's decision shall be final and binding. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.

- C5** No decision by a member of the Expedited Panel in such a case shall be regarded as a precedent or be cited in any future proceeding, but otherwise will be a final and binding decision.
- C6** The Expedited Arbitration Panel shall be developed by the National parties, on an area basis, with the aid of the American Arbitration Association and the Federal Mediation and Conciliation Service.
- D** National Level Arbitration
- D1** Only cases involving interpretive issues under this Agreement or supplements thereto of general application will be arbitrated at the National level.
- D2** A docket of cases appealed to arbitration at the National level shall be maintained for the Union. The arbitrators on the National Panel shall be scheduled to hear cases on a rotating system basis, unless otherwise agreed by the parties. Cases on the docket will be scheduled for arbitration in the order in which appealed, unless the Union and Employer otherwise agree.

#### Section 15.5 Administration

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

- A** number of cases appealed to arbitration;
- B** number of cases scheduled for hearing;
- C** number of cases heard;

## Article 16.1

- D number of scheduled hearing dates, if any, which were not used;
- E the total number of cases pending but not scheduled at the end of the quarter.

## ARTICLE 16 DISCIPLINE PROCEDURE

### Section 16.1 Statement of Principle

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

### Section 16.2 Discussions

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

### Section 16.3 Letter of Warning

A letter of warning is a disciplinary notice in writing, identified as an official disciplinary letter of warning, which shall include an explanation of a deficiency or misconduct to be corrected.

### Section 16.4 Suspensions of 14 Days or Less

In the case of discipline involving suspensions of fourteen (14) days or less, the employee against whom disciplinary action is sought to be initiated shall be served with a written notice of the charges

## Article 16.6

against the employee and shall be further informed that he/she will be suspended after ten (10) calendar days during which ten-day period the employee shall remain on the job or on the clock (in pay status) at the option of the Employer.

### Section 16.5 Suspensions of More Than 14 Days or Discharge

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

A preference eligible who chooses to appeal a suspension of more than fourteen (14) days or his discharge to the Merit Systems Protection Board (MSPB) rather than through the grievance-arbitration procedure shall remain on the rolls (non-pay status) until disposition of the case has been had either by settlement or through exhaustion of his MSPB appeal. When there is reasonable cause to believe an employee is guilty of a crime for which a sentence of imprisonment can be imposed, the Employer is not required to give the employee the full thirty (30) days' advance written notice in a discharge action, but shall give such lesser number of days advance written notice as under the circumstances is reasonable and can be justified. The employee is immediately removed from a pay status at the end of the notice period.

### Section 16.6 Indefinite Suspension—Crime Situation

- A The Employer may indefinitely suspend an employee in those cases where the Employer has reasonable cause to believe an employee is guilty of a crime for which a sentence of imprisonment can be imposed. In such cases, the Employer is not required to give the employee the full thirty (30) days advance notice of indefinite suspension, but shall give such lesser number of days of advance written notice as under the circumstances is reasonable and can be justified. The employee is immediately removed from a pay status at the end of the notice period.
- B The just cause of an indefinite suspension is grievable. The arbitrator shall have the authority to reinstate and make the employee whole for the entire period of the indefinite suspension.



- C If after further investigation or after resolution of the criminal charges against the employee, the Employer determines to return the employee to a pay status, the employee shall be entitled to back pay for the period that the indefinite suspension exceeded seventy (70) days, if the employee was otherwise available for duty, and without prejudice to any grievance filed under 6B above.
- D The Employer may take action to discharge an employee during the period of an indefinite suspension whether or not the criminal charges have been resolved, and whether or not such charges have been resolved in favor of the employee. Such action must be for just cause, and is subject to the requirements of Section 16.5 of this Article.

**Section 16.7 Emergency Procedure**

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

**Section 16.8 Review of Discipline**

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

**Section 16.9 Veterans' Preference**

A preference eligible is not hereunder deprived of whatever rights of appeal such employee may have under the Veterans' Preference Act; however, if the employee appeals under the Veterans' Preference Act, the employee thereby waives access to any procedure un-

der the Agreement beyond Step 3 of the grievance-arbitration procedure.

**Section 16.10 Employee Discipline Records**

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

**ARTICLE 17  
REPRESENTATION**

**Section 17.1 Stewards**

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

**Section 17.2 Appointment of Stewards**

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

Employees in the bargaining unit per tour or station		
Up to 49	"	1 steward
50 to 99	"	2 stewards
100 to 199	"	3 stewards
200 to 499	"	5 stewards
500 or more	"	5 stewards
		plus additional steward for each 100 employees

- B At an installation, the Union may designate in writing to the Employer one Union officer actively employed at that

## Article 17.3

installation to act as a steward to investigate, present and adjust a specific grievance or to investigate a specific problem to determine whether to file a grievance. The activities of such Union officer shall be in lieu of a steward designated under the formula in Section 2A and shall be in accordance with Section 17.3. Payment, when applicable, shall be in accordance with Section 17.4.

- C To provide steward service to a number of small installations where a steward is not provided by the above formula, the Union representative certified to the Employer in writing and compensated by the Union may perform the duties of a steward.
- D At the option of the Union, representatives not on the Employer's payroll shall be entitled to perform the functions of a steward or chief steward, provided such representatives are certified in writing to the Employer at the **Division level, with a courtesy copy to the region**, and providing such representatives act in lieu of stewards designated under the provisions of 2A or 2B above.

### Section 17.3 Rights of Stewards

- A When it is necessary for a steward to leave his/her work area to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, the steward shall request permission from the immediate supervisor and such request shall not be unreasonably denied. In the event the duties require the steward leave the work area and enter another area within the installation or post office, the steward must also receive permission from the supervisor from the other area he/she wishes to enter and such request shall not be unreasonably denied.
- B The steward, chief steward or other Union representative properly certified in accordance with Section 17.2 above may request and shall obtain access through the appropriate supervisor to review the documents, files and other records necessary for processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee(s), supervisors and witnesses during working hours. Such requests shall not be unreasonably denied.
- C While serving as a steward or chief steward, an employee may not be involuntarily transferred to another tour, to another station or branch of the particular post office or to another independent post office or installation unless there is

## Article 17.5

no job for which the employee is qualified on such tour, or in such station or branch, or post office. If an employee requests a steward or Union representative to be present during the course of an interrogation by the Inspection Service, such request will be granted. All polygraph tests will continue to be on a voluntary basis.

### Section 17.4 Payment of Stewards

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

Grievances:

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

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

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

### Section 17.5 Union Participation in New Employee Orientation

During the course of any employment orientation program for new employees, a representative of the Union representing the craft to which the new employees are assigned shall be provided ample opportunity to address such new employees, provided that this provision does not preclude the Employer from addressing employees concerning the same subject.

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

Section 17.6 Checkoff

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

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

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

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

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

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Home Address (City and State) (Zip Code)  
(Street and Number)

\_\_\_\_\_  
Postal Installation Installation Finance Number

**FOR USE BY LOCAL UNION OFFICIAL**

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

I hereby certify that the regular dues of this Local Union for the above-named member are currently established at \$\_\_\_\_\_ per calendar month.

\_\_\_\_\_  
Signature and Title of Authorized Date  
Union Official

**FOR USE BY EMPLOYER REPRESENTATIVE**

\_\_\_\_\_  
Date of Delivery to Employer

\_\_\_\_\_  
Signature and Title of Employer Representative

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

D The Employer agrees that it will continue in effect, but without cost to employees, its existing program of payroll

## Article 18.1

deductions at the request and on behalf of employees for remittance to financial institutions including credit unions. In addition the Employer agrees without cost to the employee to make payroll deductions on behalf of such organization or organizations as the Union shall designate to receive funds to provide group automobile insurance for employees and/or homeowners/tenant liability insurance for employees, provided only one insurance carrier is selected to provide such coverage.

### ARTICLE 18 NO STRIKE

#### Section 18.1

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

#### Section 18.2

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

#### Section 18.3

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

#### Section 18.4

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 19 HANDBOOKS AND MANUALS

#### Section 19.1

Those parts of all handbooks, manuals and published regulations of the Postal Service, that directly relate to wages, hours or working

## Article 20.4

conditions, as they apply to employees covered by this Agreement, shall contain nothing that conflicts with this Agreement, and shall be continued in effect except that the Employer shall have the right to make changes that are not inconsistent with this Agreement and that are fair, reasonable, and equitable. This includes, but is not limited to, the Postal Service Manual and the F-21 Timekeeper's Instructions.

#### Section 19.2

Notice of such proposed changes that directly relate to wages, hours, or working conditions will be furnished to the Union at the national level at least sixty (60) days prior to issuance. At the request of the Union, the parties shall meet concerning such changes. If the Union, after the meeting, believes the proposed changes violate this Agreement (including this Article), it may then submit the issue to arbitration in accordance with the arbitration procedure within sixty (60) days after receipt of the notice of proposed change. Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to employees covered by this Agreement, shall be furnished the Union upon issuance.

### ARTICLE 20 PARKING

#### Section 20.1 Parking Program

The existing parking program will remain in effect.

#### Section 20.2 Security

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

#### Section 20.3 Energy Usage

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

#### Section 20.4 Parking

A In postal facilities where parking is on a first-come/first-

## Article 20.5

served basis, there will not be a parking space assigned to the designated agent of the Mail Handlers Union, except where such space has been previously negotiated.

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

### Section 20.5 Committee

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

## ARTICLE 21 BENEFIT PLANS

### Section 21.1 Health Benefits

The Employer will continue its contribution to the cost of the health insurance program of 75% based on the present method of computation. The term "present method of computation" refers to the following:

- A The bi-weekly contributions by the Employer for employees shall be an amount equal to 75% of the average of the subscription charges in effect on the first day of the first pay period of January 1990 for employees of the United States as defined in 5 U.S.C. 8901, with respect to self alone or self and family enrollments, as applicable, for the highest level of benefits offered by—
  - A1 The service benefit plan;
  - A2 the indemnity benefit plan;
  - A3 the two employee organization plans with the largest number of enrollments as determined by the Office of Personnel Management; and
  - A4 the two comprehensive medical plans with the larg-

## Article 21.4

est number of enrollments, as determined by the Office of Personnel Management.

- B The amount of contributions by the Employer for employees shall be readjusted beginning on the first pay period of January 1991 in accordance with the annual readjustment of the average by the Office of Personnel Management as provided above or in other words, 75 percent of said adjusted average.
- C The amount of contributions by the Employer for employees shall be readjusted beginning on the first pay period of January 1992 and January 1993 in accordance with the annual readjustment of the average by the Office of Personnel Management as provided or in other words, 75 percent of the newly adjusted average.
- D There shall be withheld from the pay of each enrolled employee and there shall be contributed by the Employer, amounts, in the same ratio as the contributions of the employee and the Employer which are necessary for the administrative costs and reserves provided for by Section 8909(b) of Title 5 U.S.C.
- E The amount necessary to pay the total charge for enrollment after the Employer's contribution is deducted shall be withheld from the pay of each enrolled employee.
- F The limitation in 5 U.S.C., Section 8906(b) upon the Employer's contribution for any individual employee shall bear the same ratio to the service's percentage contribution, as stated above, as 60 bears to 75.

### Section 21.2 Life Insurance

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

### Section 21.3 Retirement

The provisions of Chapter 83 of Title 5 U.S.C., and any amendments thereto, shall continue to apply to employees covered by this Agreement.

### Section 21.4 Injury Compensation

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

## Article 21.5

### Section 21.5 Health Benefit Brochures

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

## ARTICLE 22 BULLETIN BOARDS

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

## ARTICLE 23 RIGHTS OF UNION OFFICIALS TO ENTER POSTAL INSTALLATIONS

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

## ARTICLE 24 EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS

### Section 24.1 Continuation of Benefits

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

### Section 24.2 Leave for Union Conventions

- A Full or part-time employees will be granted annual leave or leave without pay at the election of the employee to attend

## Article 25.3

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.

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

## ARTICLE 25 HIGHER LEVEL ASSIGNMENTS

### Section 25.1 Definitions

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

### Section 25.2 Higher Level Pay

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

### Section 25.3 Written Orders

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



**Section 25.4 Higher Level Details**

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

**Section 25.5 Leave Pay**

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

**ARTICLE 26**

**UNIFORM AND WORK CLOTHES**

**Section 26.1 Uniform and Work Clothes Administration**

All employees who are required to wear uniforms or work clothes

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

**Section 26.2 Contract Program Administration**

Employees who are currently furnished uniforms pursuant to the contract program shall continue to be so entitled. Such uniforms shall be issued in a timely manner. The allowance to Mail Handlers under this program shall be increased from \$89 to \$98.

**Section 26.3 Annual Allowance**

The current Work Clothes Program will be continued for those full-time employees who have been determined to be eligible for such clothing based on the nature of work performed on a full-time basis in pouching and dispatching units, parcel post sorting units, bulk mail sacking operations, and ordinary paper sacking units. The Employer will provide eligible employees with an allowance of \$48 per annum to obtain authorized work clothes on a reimbursable basis from licensed vendors.

**ARTICLE 27**

**EMPLOYEE CLAIMS**

**Section 27.1 Claim Filing**

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

**Section 27.2 Claim Adjudication**

Claims should be documented, if possible, and submitted with recommendations by the Union steward to the Employer at the local level. The Employer will submit the claim, with the Employer's and the steward's recommendation within 15 days, to the regional office for determination. The claim will be adjudicated within thirty

## Article 28.1

(30) days after receipt at the regional office. An adverse determination on the claim may be appealed pursuant to the procedures for appealing an adverse decision in Step 3 of the grievance-arbitration procedure. A decision letter denying a claim in whole or in part will include notification of the Union's right to appeal the decision to arbitration. The regional office will provide to the Union's Regional Representative a copy of the denial letter, the claim form, and all documentation submitted in connection with the claim. The installation head or designee will provide a copy of the denial letter to the steward whose recommendation is part of the claim form.

## ARTICLE 28 EMPLOYER CLAIMS

### Section 28.1 Statement of Principle

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

### Section 28.2 Loss or Damage of the Mails

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

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

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

### Section 28.4 Collection Procedures

- A If the employee grieves a demand in the amount of more than \$200.00 which is made pursuant to Sections 28.2 and 28.3, the Employer agrees to delay collection of the monies demanded until disposition of the grievance has been had either by settlement with the Union or through the grievance-arbitration procedure.
- B Any amount due the Employer may be collected through payroll deductions not to exceed the amount provided for under the Debt Collection Act of 1982, unless, the

## Article 29.2

Employer and the employee agree to another method of payment.

## ARTICLE 29 LIMITATION ON REVOCATION OF OF-346

### Section 29.1 Revocation or Suspension of OF-346

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

### Section 29.2 Issuance

- A An employee shall be issued an OF-346 when such employee has a valid State driver's license, passes the driving test of the U.S. Postal Service, and has a satisfactory driving history.
- B An employee who has been issued an OF-346 for the oper-

## Article 30.2

ation of a motor vehicle must inform the supervisor immediately of the revocation or suspension of such employee's State driver's license.

### ARTICLE 30 LOCAL IMPLEMENTATION

#### Section 30.1 Current Memoranda of Understanding

Presently effective local memoranda of understanding not inconsistent or in conflict with this Agreement shall remain in effect during the term of this Agreement unless changed by mutual agreement pursuant to the local implementation procedure set forth below.

#### Section 30.2 Items for Local Negotiations

There shall be a 30-day period of local implementation to commence **May 1, 1991**, on the 20 specific items enumerated below, provided that no local memorandum of understanding may be inconsistent with or vary the terms of this Agreement:

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

## Article 30.3

leave during other than the choice vacation period.

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

#### Section 30.3 Grievance-Arbitration Procedure

- A All proposals remaining in dispute may be submitted to final and binding arbitration, with the written authorization of the **Union**. The request for arbitration must be submitted within 10 days of the end of the local implementation period. However, where there is no agreement and the matter is not referred to arbitration, the provisions of the former local memorandum of understanding shall apply, unless inconsistent with or in conflict with this Agreement.
- B An alleged violation of the terms of a memorandum of understanding shall be subject to the grievance-arbitration procedure.

## Article 30.4

### Section 30.4 Local Memorandum of Understanding

Subject to the local implementation provisions of this Article, at the conclusion of the local negotiation period, the management representative and the Union representative will sign a local memorandum of understanding for those items on which agreement has been reached. Any items which remain in dispute and which are subsequently resolved in accordance with the local implementation provisions of this Article will be incorporated as an addendum to the local memorandum of understanding. The format for the local memorandum shall be as follows: This Memorandum of Understanding is entered into on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_, between the representatives of the United States Postal Service, and the designated agent of the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, pursuant to the Local Implementation Article of the 1990 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

## ARTICLE 31

### UNION-MANAGEMENT COOPERATION

#### Section 31.1 Membership Solicitation

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

#### Section 31.2 Computer Tapes

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

#### Section 31.3 Information

- A The Employer will make available for inspection by the Union all relevant information necessary for collective bargaining or the enforcement, administration or interpretation of this Agreement, including information necessary to determine whether to file or to continue the processing of a grievance under this Agreement. Upon the request of the Union, the Employer will furnish such information, provided, however, that the Employer may require the Union

## Article 32.2

to reimburse the USPS for any costs reasonably incurred in obtaining the information.

- B Requests for information relating to purely local matters should be submitted by the local Union representative to the installation head or designee. All other requests for information should be directed by the Union to the Senior Assistant Postmaster General, Human Resources Group.
- C Nothing herein shall waive any rights the Union may have to obtain information under the National Labor Relations Act, as amended.

### Section 31.4 Committee

The Employer and the Union, believing that improvements in the work life can heighten employee job satisfaction, enhance organizational effectiveness, and increase the quality of service and that these objectives can be best accomplished by joint effort, hereby continue, at the national level, a joint Committee to Improve the Quality of Work Life.

## ARTICLE 32

### SUBCONTRACTING

#### Section 32.1 General Principles

- A The Employer will give due consideration to public interest, cost, efficiency, availability of equipment, and qualification of employees when evaluating the need to subcontract.
- B The Employer will give advance notification to the Union at the national level when subcontracting which will have a significant impact on bargaining unit work is being considered and will meet to consider the Union's views on minimizing such impact. No final decision on whether or not such work will be contracted out will be made until the matter is discussed with the Union.

#### Section 32.2 Special Provisions

- A The Employer and the Union agree that at sectional center post offices or mail processing center post offices where mail handler craft employees are assigned and on duty on the platform at the time a star route vehicle is being loaded or unloaded exclusively by a star route contract driver, a mail handler(s) will assist in loading and unloading the star route vehicle, unless such requirement delays the sched-

### Article 32.3

uled receipt and dispatch of mail or alters the routing or affects the safety requirements provided in the star route contract.

- B At offices where this Section is applicable, the schedules of mail handlers will not be changed nor will the number of mail handlers be augmented solely on the basis of this Section.

### Section 32.3 Committee

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

## ARTICLE 33 PROMOTIONS

### Section 33.1 General Principles

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

### Section 33.2 Bargaining Unit Promotions

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

### Article 34.3

by selection of the senior qualified employee bidding for the position.

### Section 33.3 Examinations

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

## ARTICLE 34 WORK AND/OR TIME STANDARDS

### Section 34.1 Statement of Principle

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

### Section 34.2 Union Notification

- A The Employer agrees that any work measurement systems or time or work standards shall be fair, reasonable and equitable. The Employer agrees that the Union will be kept informed during the making of time or work studies which are to be used as a basis for changing current or instituting new work measurement systems or work or time standards. The Employer agrees that the Union may designate a representative who may enter postal installations for purposes of observing the making of time or work studies which are to be used as the basis for changing current or instituting new work measurement systems or work or time standards.
- B The Employer agrees that before changing any current or instituting any new work measurement systems or work or time standards, it will notify the Union as far in advance as practicable, but not less than 15 days in advance.
- C When the Employer determines the need to implement any new nationally developed and nationally applicable work or time standards, it will first conduct a test or tests of the standards in one or more installations. The Employer will notify the Union at least 15 days in advance of any such test.
- D If such test is deemed by the Employer to be satisfactory and it subsequently intends to convert the tests to live implementation in the test cities, it will notify the Union at least 30 days in advance of such intended implementation.

### Section 34.3 Difference Resolution

Within a reasonable time not to exceed 10 days after the receipt of

#### Article 34.4

such notice, the Union and the Employer shall meet for the purpose of resolving any differences that may arise concerning such proposed work measurement systems or work or time standards.

#### Section 34.4 Grievance and Arbitration

- A If no agreement is reached within five days after the meetings begin, the Union may initiate a grievance at the national level. If no grievance is initiated, the Employer will implement the new work or time standards at its discretion.
- B If a grievance is filed and is unresolved within 10 days, and the Union decides to arbitrate, the matter must be submitted to priority arbitration by the Union within 5 days. The conversion from a test basis to live implementation may proceed in the test cities, except as provided in Section 34.5.
- C The arbitrator's award will be issued no later than 60 days after the commencement of the arbitration hearing. During the period prior to the issuance of the arbitrator's award, the new work or time standards will not be implemented beyond the test cities, and no new tests of the new standards will be initiated. Data gathering efforts or work or time studies, however, may be conducted during this period in any installation.
- D The issue before the arbitrator will be whether the national concepts involved in the new work or time standards are fair, reasonable and equitable.
- E In the event the arbitrator rules that the national concepts involved in the new work or time standards are not fair, reasonable and equitable, such standards may not be implemented by the Employer until they are modified to comply with the arbitrator's award. In the event the arbitrator rules that the national concepts involved in the new work or time standards are fair, reasonable and equitable, the Employer may implement such standards in any installation. No further grievances concerning the national concepts involved may be initiated.

#### Section 34.5 Union Studies

After receipt of notification provided for in Paragraph 4 of this Article, the Union shall be permitted to make time or work studies in the test cities. The Union shall notify the Employer within ten (10) days of its intent to conduct such studies. The Union studies shall not exceed ninety (90) days, from the date of such notice, during which time the Employer agrees to postpone implementation in the

#### Article 35.2

test cities. There shall be no disruption of operations or of the work of employees due to the making of such studies. Upon request, the Union shall be permitted to examine relevant available technical information, including final data worksheets, that were used by the Employer in the establishment of the new or changed work or time standards. The Employer is to be kept informed during the making of such Union studies and, upon the Employer's request, the Employer shall be permitted to examine relevant available technical information, including final data worksheets, relied upon by the Union.

### ARTICLE 35

#### ALCOHOL AND DRUG RECOVERY PROGRAMS

##### Section 35.1 Programs

- A The Employer and the Union express strong support for programs of self-help. The Employer shall provide and maintain a program which shall encompass the education, identification, referral, guidance and follow-up of those employees afflicted by the disease of Alcoholism **and/or Drug Abuse**. When an employee is referred to EAP by the Employer, the EAP counselor will have a reasonable period of time to evaluate the employee's progress in the program. The parties will meet at the national level at least once every 6 months to discuss existing and new programs. This program of labor-management cooperation shall support the continuation of the EAP Program, at the current level. In addition, the Employer will give full consideration to expansion of the EAP Program where warranted.
- B An employee's voluntary participation in such programs will be considered favorably in disciplinary action proceedings.
- C In offices having EAP Programs the status and progress of the program, including improving methods for identifying alcoholism **and drug abuse** at its early stages and encouraging employees to obtain treatment without delay, will be proper agenda items for discussion at the local regularly scheduled Labor-Management Committee meetings as provided for in Article 38. Such discussion shall not breach the confidentiality of EAP participants.

##### Section 35.2 Referral Information

In Postal installations having professional medical units, the Employer will insure that the professional staffs maintain a current



## Article 36.1

listing of all local community federally-approved drug treatment agencies for referring employees with such problems. A copy of this community listing will be given to the local union representative.

## ARTICLE 36 CREDIT UNIONS AND TRAVEL

### Section 36.1 Credit Unions

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

### Section 36.2 Travel, Subsistence and Transportation

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

## ARTICLE 37 SPECIAL PROVISIONS

### Section 37.1 Mail Handler Watchmen

In offices which have mail handler watchmen and it is planned to convert to a Security Force under the jurisdiction of the Inspection Service, consideration will be given for employment as a Security

## Article 37.6

Force guard to those watchmen meeting the qualifications of a Security Force guard prior to hiring from outside the Postal Service. A mail handler watchman selected for training in the Security Force shall have a retreat right to the mail handler craft during such training period. Return to the craft during this period shall be without loss of seniority, and the employee shall be treated in accordance with the posting and reassignment provisions of this Agreement. All other mail handler watchmen, whose positions are abolished, shall also be treated in accordance with the seniority, posting and reassignment provisions of this Agreement.

### Section 37.2 Inspection of Lockers

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

### Section 37.3 Local Distribution of Personnel Action Roster Notices

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

### Section 37.4 Energy Shortages

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

### Section 37.5 Local Policy on Telephones

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

### Section 37.6 Fatigue

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

## Article 37.7

### Section 37.7 Rate Protection Retention

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

## ARTICLE 38

### LABOR-MANAGEMENT COMMITTEE

#### Section 38.1 Statement of Principle

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

#### Section 38.2 Committee Meetings

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

## Article 39.2

Management Committee meetings will be separate from other unions.

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

#### Section 38.3 Christmas Operation

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

#### Section 38.4 Minutes

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

## ARTICLE 39

### SEPARABILITY AND DURATION

#### Section 39.1 Separability

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

#### Section 39.2 Duration

Unless otherwise provided, and except for certain provisions of Article 9 and Article 26 which have a retroactive effective date

of November 21, 1990, this agreement shall be effective February 20, 1991, and shall remain in full force and effect to and including 12 midnight November 20, 1993, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than 90 or more than 120 days before the expiration date of the Agreement.

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

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

In keeping with this objective, the parties agree to establish a Joint Education and Training Fund for the purposes of providing education and training in the following areas:

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

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

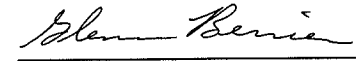
The parties shall also establish a Local Joint Education and Training Committee. It shall be established on a divisional basis. The Local Committee representation shall be comprised of two members each from the respective local parties. The purpose of the Local Committee is to select and suggest various

programs best suited for their division from a menu of programs developed and approved by the National Committee.

The Employer shall provide an initial contribution in March of 1991 of \$.02 cents per hour worked based upon the Mail Handlers Bargaining Unit work hours as provided in the National Payroll File Summary Report for calendar year 1990 and may in January 1992 and 1993 replenish funds expended in the previous year. Establishment of the fund shall be within ninety (90) days of the effective date of this agreement. The Fund shall be supervised by the Joint National Committee. However, the disbursement of any expenditures must be authorized by the appointed chairpersons of each of the respective parties. The appointment of such shall be in writing and provided to each of the parties.



**William J. Downes**  
Director  
Office of Contract  
Administration  
United States Postal Service



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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL POSTAL MAIL HANDLERS UNION,  
A DIVISION OF THE LABORERS' INTERNATIONAL  
UNION  
OF NORTH AMERICA, AFL-CIO  
STRIVING FOR EXCELLENCE TOGETHER**

The U.S. Postal Service and the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, agree that employees covered by the 1990 Agreement will participate in the Striving for Excellence Together (SET) program. Employee eligibility, award calculation, and all other features of the SET program will be as described in the SET brochure provided to the Union on October 23, 1990.

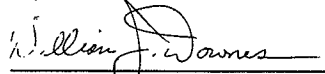
Any SET award to be made under the program will be paid on:

January 31, 1992 (For Fiscal Year 1991)

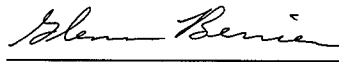
January 29, 1993 (For Fiscal Year 1992)

Subject to eligibility requirements described in the SET brochure, each employee will receive on January 31, 1992, a \$200 award.

The SET program will terminate upon the expiration of the Agreement.



William J. Downes  
Director  
Office of Contract  
Administration  
United States Postal Service



Glenn Berrien  
President  
National Postal Mail  
Handlers Union, A Division  
of Laborers' International  
Union of North America,  
AFL-CIO

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

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

I. Bidding

- A) An employee who is temporarily disabled will be allowed to bid for and be awarded a mail handler bid assignment in accordance with Article 12.3.E, or, where applicable, in accordance with the provisions of a local memorandum of understanding, provided that the employee will be able to assume the position within six (6) months from the time at which the bid is submitted.
- B) Management may, at the time of submission of

the bid or at any time thereafter, request that the employee provide medical certification indicating that the employee will be able to perform the duties of the bid-for position within six (6) months of the bid. If the employee fails to provide such certification, the bid shall be disallowed, and, if the assignment was awarded, it shall be reposted for bidding. Under such circumstances, the employee shall not be eligible to re-bid the next posting of that assignment.

- C) If at the end of the six (6) month period, the employee is still unable to perform the duties of the bid-for position, management may request that the employee provide new medical certification indicating that the employee will be able to perform the duties of the bid-for position within the second six (6) months after the bid. If the employee fails to provide such new certification, the bid shall be disallowed and the assignment shall be reposted for bidding. Under such circumstances, the employee shall not be eligible to re-bid the next posting of that assignment.
- D) If at the end of one (1) year from the submission of the bid the employee has not been able to perform the duties of the bid-for position, the employee must relinquish the assignment, and shall not be eligible to re-bid the next posting of that assignment.
- E) It is still incumbent upon the employee to follow procedures in Article 12.3.C to request notices to be sent to a specific location when absent. All other provisions relevant to the bidding process will also apply.

II. Higher Level Pay

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

Director

President

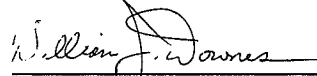
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Administration  
United States Postal Service

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

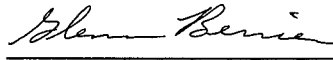
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL POSTAL MAIL HANDLERS UNION,  
A DIVISION OF THE LABORERS'  
INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO  
LWOP IN LIEU OF SL/AL

The parties agree that an employee need not exhaust annual leave and/or sick leave before requesting leave without pay. As soon as practicable after the signing of the 1990 National Agreement, Employee and Labor Relations Manual (ELM) Exhibit 514.4(d) will be amended to conform to this Agreement.

The parties further agree that this Memorandum does not affect the administrative discretion set forth in ELM Part 514.22, nor is it intended to encourage any additional leave usage.



William J. Downes  
Director  
Office of Contract  
Administration  
United States Postal Service



Glenn Berrien  
President  
National Postal Mail  
Handlers Union, A Division  
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AFL-CIO

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


The Postal Service will establish a Leave Sharing Program

under which career postal employees will be able to donate annual leave from their earned annual leave account to another career postal employee, within the same MSC. Single donations must be of 8 or more whole hours and may not exceed half of the amount of annual leave earned each year based on the leave earnings category of the donor at the time of donation. Sick leave, unearned annual leave, and annual leave hours subject to forfeiture (leave in excess of the maximum carryover which the employee would not be permitted to use before the end of the leave year), may not be donated, and employees may not donate leave to their immediate supervisors. To be eligible to receive donated leave, a career employee (a) must be incapacitated for available postal duties due to serious personal health conditions and (b) must be known or expected to miss at least 80 more hours from work than his or her own annual leave and/or sick leave balance(s), as applicable, will cover, and (c) must have his or her absence approved pursuant to standard attendance policies.

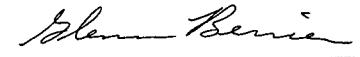
For purposes other than pay and legally required payroll deductions, employees using donated leave will be subject to regulations applicable to employees in LWOP status and will not earn any type of leave while using donated leave.

Donated leave may be carried over from one leave year to the next without limitation. Donated leave not actually used remains in the recipient's account (i.e., is not restored to donors). Such residual donated leave at any time may be applied against negative leave balances caused by a medical exigency. At separation, any remaining donated leave balance will be paid in a lump sum.

Appropriate regulations and procedures will be issued and the program will be implemented within 180 days from the effective date of this Agreement.



William J. Downes  
Director  
Office of Contract  
Administration  
United States Postal Service

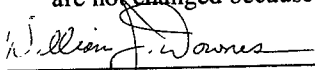


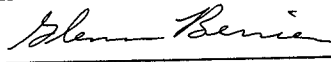
Glenn Berrien  
President  
National Postal Mail  
Handlers Union, A Division  
of Laborers' International  
Union of North America,  
AFL-CIO

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL POSTAL MAIL HANDLERS UNION,  
A DIVISION OF THE LABORERS'  
INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO  
ANNUAL LEAVE CARRY-OVER**

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

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

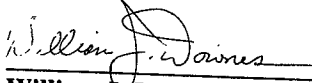
  
William J. Downes  
Director  
Office of Contract  
Administration  
United States Postal Service

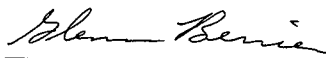
  
Glenn Berrien  
President  
National Postal Mail  
Handlers Union, A Division  
of Laborers' International  
Union of North America,  
AFL-CIO

**MEMORANDUM OF UNDERSTANDING  
LAYOFF AND REDUCTION IN FORCE**

Each employee who is employed in the regular work force as of November 21, 1990, 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

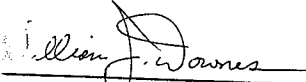
to provide job security to each such employee until November 20, 1993. Nothing in this Memorandum of Understanding shall diminish the rights of any bargaining unit employees under Article 6.

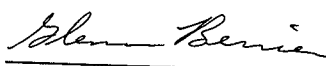
  
William J. Downes  
Director  
Office of Contract  
Administration  
United States Postal Service

  
Glenn Berrien  
President  
National Postal Mail  
Handlers Union, A Division  
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Union of North America,  
AFL-CIO

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL POSTAL MAIL HANDLERS UNION,  
A DIVISION OF THE LABORERS'  
INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO  
INTEREST ON BACK PAY**

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

  
William J. Downes  
Director  
Office of Contract  
Administration  
United States Postal Service

  
Glenn Berrien  
President  
National Postal Mail  
Handlers Union, A Division  
of Laborers' International  
Union of North America,  
AFL-CIO

**MEMORANDUM OF UNDERSTANDING  
SUPERVISORS PERFORMING BARGAINING UNIT  
WORK**

It is agreed between the U.S. Postal Service and the National Postal



Mail Handlers Union, a Division of LIUNA, that where additional work hours would have been assigned to employees but for a violation of Article 1, Section 1.6.A of the 1990-1993 National Agreement and where such work hours are not de minimis, the employee(s) whom management would have assigned the work shall be paid for the time involved at the applicable rate.

**MEMORANDUM OF UNDERSTANDING  
CROSS CRAFT**

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

**MEMORANDUM OF UNDERSTANDING  
PART-TIME REGULARS**

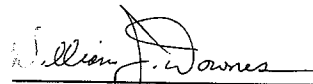
The parties hereby agree that the United States Postal Service will not hire or assign part-time regular Mail Handlers in lieu of or to the detriment of full-time regular or part-time flexible Mail Handlers. As a result of this agreement, it is not the intention of the United States Postal Service for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

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

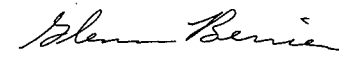
The parties further agree to establish a joint National study committee, to be composed of an equal number of members from each party, to explore issues and conditions created by the hiring and assignment of part-time regular Mail Handlers as a result of the modification of Article 7.3 with respect to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

**LETTER OF INTENT  
USPS DIVISIONS**

The parties agree that the expression "as currently constituted," which is used in Article 7.1B, includes all the Divisions which appear on the attached list as of November 21, 1990.



**William J. Downes  
Director  
Office of Contract  
Administration  
United States Postal Service**



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

**USPS DIVISIONS  
November 21, 1990**

**CENTRAL REGION**

Chicago  
Denver  
Des Moines  
Detroit  
Grand Rapids  
Indianapolis  
Kansas City  
Milwaukee  
North Suburban  
Omaha  
St. Louis  
South Suburban  
Twin Cities  
Wichita

**USPS DIVISIONS  
November 21, 1990**

**NORTHEAST REGION**

Albany  
Boston

**EASTERN REGION**

Baltimore  
Charleston

Brooklyn/Queens  
Caribbean  
Hartford  
Long Island  
Manchester  
Newark  
New Brunswick  
New York  
Providence  
Springfield  
Westchester  
Western NY

Cincinnati  
Cleveland  
Columbia  
Columbus  
Greensboro  
Harrisburg  
Louisville  
Northern Virginia  
Philadelphia  
Pittsburgh  
Richmond  
Southern Maryland  
South Jersey

**USPS DIVISIONS**  
November 21, 1990

**SOUTHERN REGION**

Atlanta  
Birmingham  
Dallas  
Houston  
Jackson  
Jacksonville  
Little Rock  
Memphis  
Miami  
Nashville  
New Orleans  
Oklahoma  
San Antonio  
Tampa

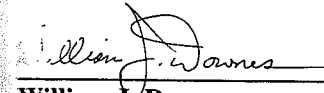
**WESTERN REGION**

Anchorage  
Honolulu  
Long Beach  
Los Angeles  
Oakland  
Phoenix  
Portland  
Sacramento  
Salt Lake City  
San Diego  
San Francisco  
San Jose  
Santa Ana  
Seattle  
Tucson  
Van Nuys

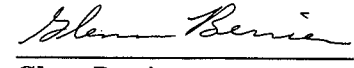
**LETTER OF INTENT**  
**CASUALS—ACCOUNTING PERIOD REPORT**

The Employer will **provide** an accounting period report which lists the number and work hours of mail handler casuals at facilities within each Division. The report will be provided to the designated

Union officials within fourteen (14) days of the close of each accounting period.



**William J. Downes**  
Director  
Office of Contract  
Administration  
United States Postal Service



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

**LETTER OF INTENT**

**PSDS—OPERATION NUMBERS ACCOUNTING PERIOD  
REPORT**

The parties agree that the accounting period report for PSDS offices referenced in paragraph 2 of Article 7, Section 7.1.B, will include, in addition to operations 010 and 210, data for the following operation numbers:

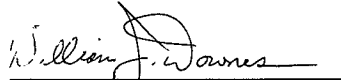
- 020—Originating Meter Mail Preparation
- 100—Outgoing Parcel Distribution (non-scheme)
- 109—Rewrap-Damaged Parcels
- 110-129—Outgoing IPP Distribution, Opening and Traying, Pouch, Sack and Loose Pouch (where it is solely a mail handler operation)
- 180-189—Incoming IPP Distribution, Opening and Traying (where it is solely a mail handler operation)
- 549—Sack Examination Areas

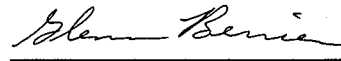
For Bulk Mail Centers under an automated time and attendance system, which are part of the PSDS system, the information outlined in Article 7, Section 7.1.B, will be provided for the following work areas:

- Inbound Docks
- Outbound Docks
- Sack Sorting and Rewrap
- Sack Shakeout
- NMO Sorting

For those Bulk Mail Centers not under an automated time and attendance system, the parties agree to meet and discuss alternative

approaches for collecting the subject information.

  
**William J. Downes**  
Director  
Office of Contract  
Administration  
United States Postal Service

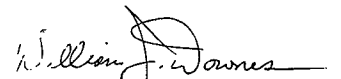
  
**Glenn Berrien**  
President  
National Postal Mail  
Handlers Union, A Division  
of Laborers' International  
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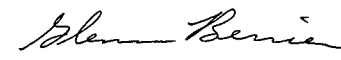
**LETTER OF INTENT  
CASUALS—IN EXCESS OF 10%**

The parties acknowledge that there are certain situations of limited duration that occur during the course of the year when the Employer must employ casuals in excess of the ten (10) percent limitation.

The parties understand and agree that the type of circumstances that could result in employment of more than the ten (10) percent limitation include: activation of a new facility, implementation of Area Mail Processing or the anticipated increases in mail volume that impact certain facilities for specified and limited periods of time.

It is also recognized and agreed that the parties will meet and discuss the circumstances requiring casual employment in excess of the ten (10) percent limitation by Division as far in advance as practicable, and mutually agree as to the appropriate resolution.

  
**William J. Downes**  
Director  
Office of Contract  
Administration  
United States Postal Service

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

**MEMORANDUM OF UNDERSTANDING  
IMPROPER BY-PASS OVERTIME**

1. When, for any reason, an employee on the "Overtime Desired"

list who has the necessary skills and who is available is improperly passed over and another employee on the list is selected for overtime work out of rotation, the following shall apply:

- a. An employee who was passed over shall, within ninety (90) days of the date the error is discovered, be given a similar make-up overtime opportunity for which he has the necessary skills.
  - b. Should no similar make-up overtime opportunity present itself within ninety (90) days subsequent to the discovery of the missed opportunity, the employee who was passed over shall be compensated at the overtime rate for a period equal to the opportunity missed.
2. When, for any reason, an employee on the "Overtime Desired" list who has the necessary skills and who is available is improperly passed over and another employee not on the list is selected for overtime work, the employee who was passed over shall be paid for an equal number of hours at the overtime rate for the opportunity missed.
  3. When a question arises as to the proper administration of the "Overtime Desired" list at the local level, a Mail Handler steward may have access to appropriate overtime records.

**MEMORANDUM OF UNDERSTANDING  
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OF NORTH AMERICA, AFL-CIO  
ANNUITY PROTECTION PROGRAM**

This will confirm our agreement that the Postal Service guarantees that no employee, whose basic pay is not increased by the amount of \$2,517 (the annualized cost-of-living adjustments accumulated during the life of the 1987 National Agreement) before the first full pay period of February 1994, due to the provisions set forth in Article 9, Section 9.6, of the 1990 National Agreement, will suffer any diminution of annuity (e.g., optional, disability, or survivors benefits), by reason thereof.

Such annuity protection is subject to the right of the Postal Service to offset the employee contributions that would have been made had the COLA amount been added to basic pay in the first full pay period of April 1991. Such protection shall be afforded by either sup-

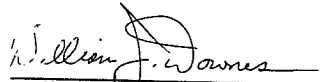
plemental annuity payments or by a single lump sum discounted payment, at the option of the Postal Service.

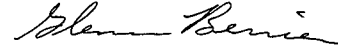
**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL POSTAL MAIL HANDLERS UNION,  
A DIVISION OF THE LABORERS'  
INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO**

**PART-TIME FLEXIBLE COURT LEAVE**

1. Effective September 26, 1987, part-time flexible employees who have completed their probationary period shall be eligible for court leave as defined in Employee and Labor Relations Manual Part 516.1 and Part 516.31.
2. A part-time flexible employee will be eligible for court leave if the employee would otherwise have been in a work status or annual leave status. If there is a question concerning the status, the part-time flexible employee will be eligible if the employee was in work status or annual leave status on any day during the pay period immediately preceding the period of court leave.
3. If eligibility is established under paragraph 2, the specific amount of court leave for an eligible part-time flexible employee shall be determined on a daily basis as set forth below:
  - a. If previously scheduled, the number of straight-time hours the Employer scheduled the part-time flexible employee to work;
  - b. If not previously scheduled, the number of hours the part-time flexible employee worked on the same service day during the service week immediately preceding the period of court leave;
  - c. If not previously scheduled and if no work was performed on the same day in the service week immediately preceding the period of court leave, the guarantee as provided in Article 8, Section 8, of the National Agreement, provided the part-time flexible would otherwise have been requested or scheduled to work on the day for which court leave is requested.
4. The amount of court leave for part-time flexible employees shall

not exceed 8 hours in a service day or 40 hours in a service week.

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

  
**Glenn Berrien**  
**President**  
**National Postal Mail**  
**Handlers Union, a Division**  
**of Laborers' International**  
**Union of North America,**  
**AFL-CIO**

**MEMORANDUM OF UNDERSTANDING  
HOLIDAY SCHEDULING**

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

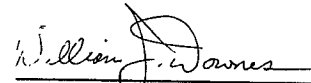
1. The Employer shall post a holiday schedule as set forth in Article 11, Section 6, of this Agreement.
2. A full-time regular employee whose holiday schedule is properly posted in accordance with Article 11, Section 6, and who works within the posted schedule shall be paid in accordance with Article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

- c. When a full-time regular employee scheduled to work on a holiday in accordance with the provisions of Article 11, Section 6, is unable to or fails to work on the holiday, the Employer may require another full-time regular employee to work such schedule and such replacement employee shall only be paid for such holiday work in accordance with Article 11, Sections 2, 3, and 4. The selection of such replacement employees shall be made in accordance with the terms of this Agreement.
  - d. A full-time regular employee required to work on a holiday which falls on the employee's regularly scheduled non-work day shall be paid at the normal overtime rate of one and one-half (1½) times the base hourly straight-time rate for work performed on such day. Such employee's entitlement to the holiday pay for the designated holiday shall be governed by the provisions of Article 11, Sections 2, 3, 5, and 6.
4. Hours worked on a holiday in excess of 8 hours shall be paid at the normal overtime rate of one and one-half (1½) times the base hourly straight time rate.
  5. When a full-time regular employee works on his/her holiday, the employee will be guaranteed eight (8) hours of work or pay in lieu thereof, in addition to the holiday pay to which the employee is entitled under Article 11, Sections 2 and 3 language. This guarantee will be waived if the employee, with the concurrence of the Union and approval of Management, requests to be released early.
  6. A schedule posted in accordance with Article 11, Section 6, shall be the full-time regular employee's schedule for that holiday. A full-time regular employee who works outside of the posted holiday schedule shall be paid at the rate of one and one-half (1½) times the base hourly straight-time rate for the hour(s) worked outside the employee's posted schedule.
  7. In no event shall a full-time regular employee receive more than one and one-half (1½) times the base hourly straight-time rate for hours actually worked on the employee's holiday in addition to payments prescribed in Article 11, Section 3.

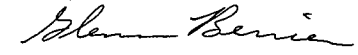
**LETTER OF INTENT  
SACK SORTER MACHINE OPERATOR**

The parties hereby agree that effective July 21, 1987, all future postings of the position, Sack Sorting Machine Operator, salary

level MH-5, standard position 2-438, shall be filled by the senior qualified bidder meeting the qualification standard for the position.



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



**Glenn Berrien**  
President  
National Postal Mail  
Handlers Union, a Division  
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Union of North America,  
AFL-CIO

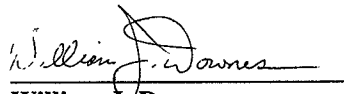
**MEMORANDUM OF UNDERSTANDING**

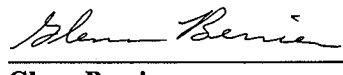
**ARTICLE 15**

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

1. The parties will mutually develop and test modifications to the grievance and arbitration procedures which are currently provided in Article 15 of the **1990** National Agreement. These modified procedures may be revised by the parties as they deem appropriate. Different modified procedures may be tested at selected installations as determined by the parties.
2. The parties will mutually select the installations where modified grievance and arbitration procedures may be tested.
3. During the term of the **1990** National Agreement, the parties will attempt to mutually agree on modifications of the grievance and arbitration procedures currently contained in Article 15 and, if changes are made, the parties will mutually develop a process for implementing the new procedures at installations where employees are covered by the **1990** National Agreement. The current provisions of Article 15 will continue to apply in all installations except those installations where mutual agreement is reached between the parties to test modifications for an agreed-to period of time.

This Memorandum of Understanding expires at 12 midnight on November 20, 1993.

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

  
**Glenn Berrien**  
President  
National Postal Mail  
Handlers Union, a Division  
of Laborers' International  
Union of North America,  
AFL-CIO

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND  
NATIONAL POSTAL MAIL HANDLERS UNION,  
A DIVISION OF THE LABORERS'  
INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO  
TASK FORCE ON DISCIPLINE**

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

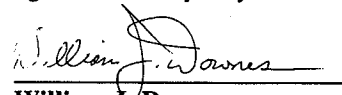
The purpose of the Task Force shall be to study the manner in which discipline is administered by the USPS, the manner in which disputes about discipline are handled by the parties, and to recommend changes and improvements which can be made in the discipline and dispute resolution systems.

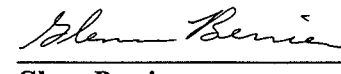
The Task Force is authorized, at its discretion, to conduct tests of alternative discipline and dispute resolution systems in various facilities.

The Task Force shall convene periodically but at least quarterly, at such times and at such places as it deems appropriate during the term of the 1990 National Agreement. No action or recommendations may be taken by the Task Force except by an agreement of the parties.

Nothing herein shall preclude any of the parties from exercising the

rights which they may otherwise have.

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

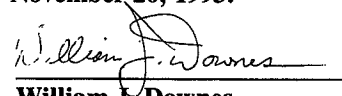
  
**Glenn Berrien**  
President  
National Postal Mail  
Handlers Union, a Division  
of Laborers' International  
Union of North America,  
AFL-CIO

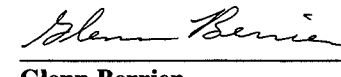
**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL POSTAL MAIL HANDLERS UNION,  
A DIVISION OF THE LABORERS'  
INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO  
MODIFIED ARTICLE 16**

Effective November 21, 1990, the parties agree to continue with the testing of Modified Article 16. The purpose and format of Modified Article 16 shall remain the same as it was originally developed under the Task Force on Discipline, unless changed by the Task Force. Those sites which are currently involved in the testing of Modified Article 16 shall continue with the testing, unless the local parties notify the Task Force on Discipline, in accordance with the stated guidelines as developed by the Task Force.

During the term of the 1990 National Agreement, the parties agree to add at least three (3) additional sites in the testing process. Modified Article 16 shall continue to be administered through the national level Task Force on Discipline.

This Memorandum of Understanding expires at 12 midnight on November 20, 1993.

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

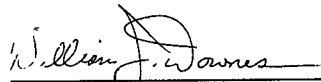
  
**Glenn Berrien**  
President  
National Postal Mail  
Handlers Union, a Division  
of Laborers' International  
Union of North America,  
AFL-CIO



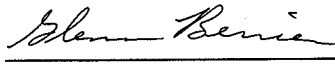
**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND  
NATIONAL POSTAL MAIL HANDLERS UNION,  
A DIVISION OF THE LABORERS'  
INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO  
LETTERS OF WARNING, ONE-TIME PURGE**

The parties agree that there will be a one-time purge of Official Disciplinary Letters of Warning from the personnel folders of all employees represented by the NPMHU. To qualify to be purged, a Letter of Warning must meet the following conditions:

1. An issue date prior to the effective date of the 1990 National Agreement between the parties.
2. The Letter of Warning has been in effect for 6 months and has not been cited as an element of prior discipline in any subsequent disciplinary action.
3. The Letter of Warning was not issued in lieu of a suspension or a removal action.



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



**Glenn Berrien  
President  
National Postal Mail  
Handlers Union, a Division  
of Laborers' International  
Union of North America,  
AFL-CIO**

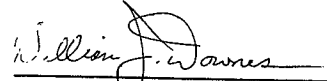
**MEMORANDUM OF UNDERSTANDING  
COMMITTEE ON BENEFITS**

It is hereby recognized and acknowledged by the United States Postal Service and the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, that the benefits structure in many industries in the private sector is changing and evolving. In keeping with these circumstances, the parties agree to the establishment of a national level committee to study the current benefits structure as set forth in Article 21 of the 1990 Mail Handlers Division National Agreement. As a part of this study, the parties will also consider the feasibility of other benefit plans such as:

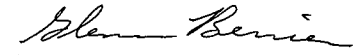
- (a) Child care;
- (b) Group legal services; and
- (c) Long-term and short-term disability insurance.

During the term of the 1990 Mail Handlers Division National Agreement, the Committee on Benefits will meet to study and discuss these subjects and, if mutual agreement is reached by the parties on any changes concerning the current benefit structure, appropriate amendments to Article 21 could be negotiated. It is understood such implementation could take the form of pilot or test sites at mutually agreed upon installations or Divisions where a modified benefits structure could be further assessed.

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



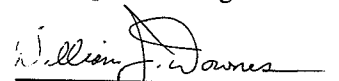
**William J. Downes  
Director  
Office of Contract  
Administration  
U.S. Postal Service**



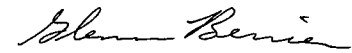
**Glenn Berrien  
President  
National Postal Mail  
Handlers Union, a Division  
of Laborers' International  
Union of North America,  
AFL-CIO**

**MEMORANDUM OF UNDERSTANDING  
ON-THE-JOB INSTRUCTORS COMPENSATION**

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



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



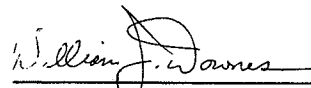
**Glenn Berrien  
President  
National Postal Mail  
Handlers Union, a Division  
of Laborers' International  
Union of North America,  
AFL-CIO**

**MEMORANDUM OF UNDERSTANDING**  
**ARTICLE 30—LOCAL IMPLEMENTATION**  
**PROCEDURES**

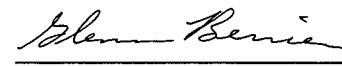
It is hereby agreed by the United States Postal Service and the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, that the following procedures will apply to the implementation of Article 30 during the 1990 local implementation period:

1. 1990 local implementation will commence on May 1, 1991 and terminate on May 30, 1991.
2. In the event that any issue(s) remain in dispute at the end of the thirty (30) day local implementation period, the parties shall jointly identify such issue(s) in writing. Initialed copies of this document and copies of all proposals and counterproposals pertinent to the issue(s) in dispute will be furnished by the local Union to the Regional Director, Human Resources, of the Employer with copies to the Postmaster and the Union's Regional Representative within fifteen (15) days of the expiration of the local implementation period. Inclusion of any matter in the written statement does not necessarily reflect the agreement of either of the parties that such matter is properly subject to local implementation.
3. The Regional Representatives of the Employer and the Union shall attempt to resolve the matters in dispute within seventy-five (75) days after the expiration of the local implementation period. The Regional Representatives of both the Union and the Employer will have full authority to resolve all issues still in dispute.
4. If the parties are unable to reach agreement at the Regional level by the end of the seventy-five (75) day period provided for above, the issue(s) may be appealed to final and binding arbitration by the Union within twenty-one (21) days after the end of the seventy-five (75) day period.
5. Where there is no agreement and the matter is not referred to the Regional level or to arbitration, the provision(s), if any, of the former Local Memorandum of Understanding shall apply unless inconsistent with or in conflict with the 1990 Mail Handlers National Agreement.
6. Where a dispute exists as to whether an item in the former Local Memorandum of Understanding is inconsistent or in conflict with the 1990 Mail Handlers National Agreement, such dispute will be processed in accordance with the procedures outlined in 2. through 4. above.

This Memorandum of Understanding expires at 12 midnight November 20, 1993.



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



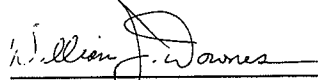
**Glenn Berrien**  
**President**  
**National Postal Mail**  
**Handlers Union, a Division**  
**of Laborers' International**  
**Union of North America,**  
**AFL-CIO**

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**UNITED STATES POSTAL SERVICE**  
**AND THE**  
**NATIONAL POSTAL MAIL HANDLERS UNION,**  
**A DIVISION OF THE LABORERS'**  
**INTERNATIONAL UNION**  
**OF NORTH AMERICA, AFL-CIO**  
**ARTICLE 31—COMPUTER TAPE ACCOUNTING**  
**PERIOD REPORT**

Pursuant to the provisions of Article 31 of the National Agreement, as soon as practicable after the ratification of the 1987 National Agreement between the United States Postal Service and the National Postal Mail Handlers Union (NPMHU), the Employer shall, on an accounting period basis, provide the Union with a computer tape containing the following information on those in the bargaining units:

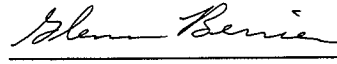
- |                     |                          |
|---------------------|--------------------------|
| 1. SSN              | 14. Rate Schedule        |
| 2. Last Name        | 15. Nature of Action     |
| 3. First Initial    | 16. Effective Date       |
| 4. Middle Initial   | 17. Pay Grade            |
| 5. Address          | 18. Pay Step             |
| 6. City             | 19. Health Benefit Plan  |
| 7. State            | 20. Designation Activity |
| 8. ZIP Code         | 21. Enter on Duty Date   |
| 9. Post Office Name | 22. Retire on Date       |
| 10. PO State        | 23. Layoff               |
| 11. PO ZIP          | 24. Occupation Code      |

12. PO Finance Number  
13. PO CAG



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

25. Pay Location



**Glenn Berrien**  
President  
National Postal Mail  
Handlers Union, a Division  
of Laborers' International  
Union of North America,  
AFL-CIO

**Mr. Glenn Berrien**  
President  
National Postal Mail Handlers Union,  
A Division of Laborers' International Union  
of North America, AFL-CIO  
One Thomas Circle, N.W., Suite 525  
Washington, DC 20005-5802

**RE: ARTICLE 31—INFORMATION/REPORTS**

Dear Mr. Berrien:

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

The information and reports shall be provided through the Office of the Assistant Postmaster General, Labor Relations Department, at the costs and frequencies listed below:

<b>INFORMATION/REPORT</b>	<b>COST</b>	<b>FREQUENCY</b>
1. ORPES Report	No Cost	Accounting Period
2. National Payroll Hours Summary Report	No Cost	Accounting Period
3. 200 Man-Year Report	No Cost	Accounting Period
4. Listing of Associate Offices, MSC, Division, Region	No Cost	Annual
5. Dues Check-Off With Full First Name and Union Anniversary Date	No Cost	Monthly

**Mr. Glenn Berrien**

- |   |                                  |                   |
|---|----------------------------------|-------------------|
| 6. Safety Data—from Form 1769 (without employee identification; with scrambled social security numbers) | Actual cost not to exceed \$2500 | Annual            |
| 7. Financial and Operations Statement Summary   | No Cost                          | Accounting Period |

Additionally, in January 1991, 1992 and 1993 the Postal Service shall provide the Union, at its request, with a computer tape containing the information it agreed to provide it on its membership in 1990 from the following files:

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

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

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

Sincerely,

**William J. Downes**  
Director  
Office of Contract Administration

**LETTER OF INTENT  
OPERATIONS 110-129 AND 180-189 CLARIFYING  
INSTRUCTIONS**

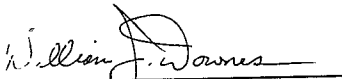
The following provides additional guidance to determine the appropriate craft designation and assignment for distribution and separation activities for Operations Numbers 110-129 and 180-189 opening unit activities.

The current language in Regional Instruction 399 for Operations

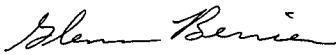
110-129 and 180-189 contains instructions to assign mail handlers to "Cull/separate mail by type/ characteristics and make basic local/out-of-town splits to trays, hampers, gurneys, conveyers, nutting trucks, or other containers."

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

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



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



**Glenn Berrien**  
President  
National Postal Mail  
Handlers Union, a Division  
of Laborers' International  
Union of North America,  
AFL-CIO


**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE AND  
THE NATIONAL POSTAL MAIL HANDLERS UNION,  
A DIVISION OF THE LABORERS'  
INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO  
CLEAN AIR ACT COMMITTEE**

It is hereby recognized and acknowledged by the United States Postal Service and the National Postal Mail Handlers Union, a Division of The Laborers' International Union of North Amer-

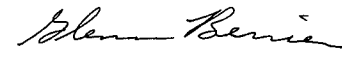
ica, AFL-CIO, that the growth in the amount and complexity of air pollution brought about by urbanization, industrial development, and the increasing use of motor vehicles, has resulted in concerns to the public health and welfare.

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

During the term of the 1990 National Agreement, the Committees shall meet as necessary, but no less than semiannually, to study and discuss ways to promote alternative means of transportation and to address the problems associated with the Clean Air Act, including any potential impact on Articles 20 and 30. The Committee at the Regional level shall forward all studies and recommendations to their respective representatives at the National level in order to coordinate and formulate an overall national policy.



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

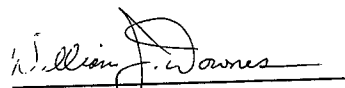


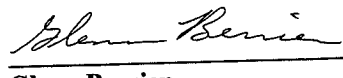
**Glenn Berrien**  
President  
National Postal Mail  
Handlers Union, a Division  
of Laborers' International  
Union of North America,  
AFL-CIO

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

The parties agree that the current method of procuring uniforms for U.S. Postal Service employees is not meeting the objectives of providing quality items at the best possible cost. This new system will result in uniform and work clothes items being acquired at a reduced cost in comparison to the current system. Accordingly, it is agreed that the following changes will be made relative to the furnishing of uniforms and work clothes to Mail Handler craft employees:

1. Under this system, the U.S. Postal Service will enter into contract(s) with uniform manufacturer(s) for authorized uniform items which would provide for a controlled price on uniform items. The contract(s) will also address matters such as the quality of items and the method of distribution to the employees and other requirements as agreed upon by the U.S. Postal Service.
2. Under the new program, the annual dollar allowance will be replaced by an allowance of points to be spent by employees on authorized uniform items. Upon the signing of the Memorandum of Understanding, the parties agree to meet for the purpose of negotiating the specific elements of the uniform and work clothes allowance, including, but not limited to, the points assigned to each authorized item, the allowance of total points or number of items available for eligible employees and the distribution of such items. The point value will remain constant for the life of the Agreement.
3. The parties agree to undertake the negotiations referred to in paragraph 2 of this Memorandum upon a mutually agreed upon date.
4. Until phased in, the employees will acquire uniforms under the current system. It is further understood that the current system remains in effect until such time as the parties agree upon the matters enumerated above.
5. It is understood by the parties that any increase in the existing uniform allowance in Article 26 of this Agreement will be credited toward the authorized uniform items to be negotiated in Item 2.

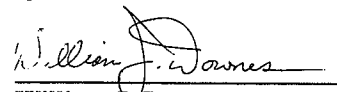
  
 William J. Downes  
 Director  
 Office of Contract  
 Administration  
 U.S. Postal Service

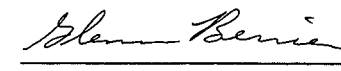
  
 Glenn Berrien  
 President  
 National Postal Mail  
 Handlers Union, a Division  
 of Laborers' International  
 Union of North America,  
 AFL-CIO

**LETTER OF INTENT  
 FOOTWEAR/UNIFORM ALLOWANCE PROGRAM**

The parties agree that, effective July 21, 1987, footwear will be authorized for reimbursement under the Uniform Allowance Program for those employees eligible for the work clothes allowance or

the contract uniform allowance. Items must meet USPS footwear specifications.

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

  
 Glenn Berrien  
 President  
 National Postal Mail  
 Handlers Union, a Division  
 of Laborers' International  
 Union of North America,  
 AFL-CIO

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

- I. As general principles, the parties agree that the purpose and intent of Article 16, Section 9 is:
  - A. To afford preference eligible employees, because of their status under the Veterans' Preference Act, a choice of forums in which to obtain a resolution on the merits of certain adverse employer actions set forth in Chapter 75 of Title 5, U.S. Code (i.e., suspensions of more than 14 days, discharge), and
  - B. To prevent situations in which the Employer is required to defend the same adverse action before the MSPB and in the Grievance-Arbitration procedure.
- II. In accordance with the principles stated in I, above, the following procedures shall be applied:
  - A. A preference eligible employee may both file a grievance and appeal to the MSPB, as appropriate, and the Union shall be entitled, at its discre-

tion, to pursue a grievance so filed to arbitration. However, the union will be deemed to have waived access to arbitration in any of the following circumstances:

1. If at the time that the union appeals the grievance to arbitration, the grievant also has an appeal pending before the MSPB. (Postmark will constitute the date of appeal to arbitration; Postmark will also constitute date of withdrawal of appeal to the MSPB).
2. If the grievant appeals the matter to the MSPB at anytime after the union appeals the matter to arbitration. (Postmark will constitute the date of the MSPB appeal);
3. If the MSPB issues a decision on the merits;
4. If at any time the MSPB begins a hearing on the merits;
5. If at any time the employee requests the MSPB to issue a decision on the record without a hearing and the MSPB has closed the record; or
6. If at any time the employee and the Employer resolve the MSPB appeal through settlement.

III. In notices in which the Postal Service advises employees of their right to appeal to the MSPB, the following statement shall be included:

You have the right to file an MSPB appeal and a grievance on the same matter. However, if the MSPB issues a decision on the merits of your appeal, if an MSPB hearing begins, if the MSPB closes the record after you request a decision without a hearing, or if you settle the MSPB appeal you will be deemed to have waived access to arbitration. Further, if you have an MSPB appeal pending at the time the Union appeals your grievance to arbitration, or if you appeal to the MSPB after the grievance has been appealed to arbitration, you will be deemed to have waived access to arbitration.

IV. If the Postal Service erroneously advises an employee that he or she is entitled as a result of veterans' preference to appeal to the MSPB and if MSPB declines jurisdiction, the employee or the Union shall be entitled to initiate a grievance within 14 days from receipt of notice

that the MSPB has dismissed the appeal for lack of jurisdiction. (Receipt of notice shall be presumed to have occurred 5 days from the date of the letter dismissing the appeal). If a grievance had previously been initiated, and if the grievance is pending at the time the MSPB dismissal notice is received, the Union shall be entitled to continue processing the grievance.

- V. At the Step 3 discussion of a grievance, the Union representative and the USPS representative each have an obligation to inform the other of the existence of a companion MSPB appeal.

*William J. Downes*

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

*Glenn Berrien*

Glenn Berrien  
President  
National Postal Mail  
Handlers Union, a Division  
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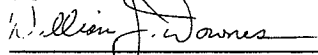
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INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO  
STEP 4 PROCEDURES

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

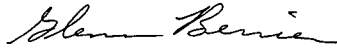
If a case is withdrawn from regional arbitration, referred to Step 4, and then remanded as noninterpretive, it will be returned directly to regional arbitration to be heard before the same arbitrator who was scheduled to hear the case at the time of the referral to Step 4. Additionally, if the hearing had



opened, the case will be returned to the same stage of arbitration.



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

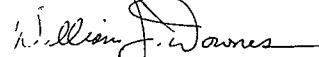


**Glenn Berrien**  
President  
National Postal Mail  
Handlers Union, a Division  
of Laborers' International  
Union of North America,  
AFL-CIO

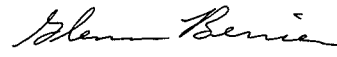
**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL POSTAL MAIL HANDLERS UNION,  
A DIVISION OF THE LABORERS'  
INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO  
ELIGIBILITY FOR LUMP SUM PAYMENTS**

The parties agree that they will establish at the national level a committee to review individual cases, brought directly to the committee by the union, where the union believes that application of the eligibility criteria set forth at Article 9.C.1 and 2 would produce inequitable results. The intent of the parties is not to deprive an employee of a lump sum payment solely because such employee is not in a pay status during the pay-period immediately prior to the effective date of the lump sum payment. Some examples of where an employee would not be considered ineligible for a lump sum payment include:

A 14-day suspension which happens to fall exactly within the pay-period immediately prior to the effective date of a lump sum payment; Union-Officer leave pursuant to Article 24, Section 2 or other short-term union detail; or short-term approved leave.



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



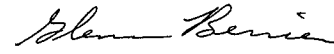
**Glenn Berrien**  
President  
National Postal Mail  
Handlers Union, a Division  
of Laborers' International  
Union of North America,  
AFL-CIO

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL POSTAL MAIL HANDLERS UNION,  
A DIVISION OF THE LABORERS' INTERNATIONAL  
UNION  
OF NORTH AMERICA, AFL-CIO  
LUMP SUM ELIGIBILITY COMMITTEE**

The U.S. Postal Service and the National Postal Mail Handlers Union, a Division of the Laborers' International Union of North America, AFL-CIO, agree that payment of the November 20, 1990, one-time lump-sum cash payment will be made as soon as administratively practicable. Payment of the November 20, 1991, one-time lump-sum cash payment will be made on or before December 20, 1991. Payment of the November 20, 1992, one-time lump-sum cash payment will be made on or before December 18, 1992.



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



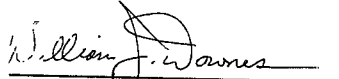
**Glenn Berrien**  
President  
National Postal Mail  
Handlers Union, a Division  
of Laborers' International  
Union of North America,  
AFL-CIO

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
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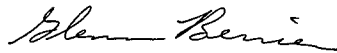
**STEP INCREASE, UNSATISFACTORY PERFORMANCE**

The Parties agree that periodic step increases will not be withheld for reason of unsatisfactory performance and that all other aspects of the current step increase procedures remain unchanged, unless otherwise provided for by the 1990 National Agreement.

The Employee and Labor Relations Manual (ELM) shall be amended to conform with the above stated agreement.



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



**Glenn Berrien**  
President  
National Postal Mail  
Handlers Union, a Division  
of Laborers' International  
Union of North America,  
AFL-CIO

**Mr. Glenn Berrien**  
National President  
National Postal Mail Handlers Union,  
A Division of Laborers' International Union  
of North America, AFL-CIO  
One Thomas Circle, N.W., Suite 525  
Washington, DC 20005-5802

**RE: ANNUITY PROTECTION, REVISED NOTICE**

**Mr. Berrien:**

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

**IMPORTANT**

This document should be kept with other important personal papers. In the event of your death, your survivors or beneficiaries should contact the Retirement Branch, Minneapolis Postal Data Center, Twin Cities AMF, Minnesota 55511-9620 (Phone: 612-725-1467) to ensure they receive any benefits to which they may be entitled.

Sincerely,

**William J. Downes**  
Director  
Office of Contract Administration

**LETTER OF INTENT  
REGIONAL INSTRUCTION 399**

The parties recognize that Regional Instruction 399 identifies the mail handler craft as the primary craft for the transportation of mail. In this regard, when mail is transported via an elevator, the principle contained in Regional Instruction 399 that the mail handler craft is the primary craft for transportation of mail applies.

Regional Instructions

Part 300  
Postal Operations  
1085-PO-204

Subject	Date	Filing No.
Mail Processing Work Assignment Guidelines	2/16/79	399

**I. INTRODUCTION**

The enclosed "Mail Processing Work Assignment Guidelines," provide primary craft designations relative to the performance of specific mail processing work functions. Compliance with the principles contained therein is mandatory and applicable to the assignment of all categories of employees in the regular work force. These assignment guidelines are to be implemented at all postal installations which perform mail processing, in accordance with the implementation criteria outlined below and consistent with the terms of the 1978 National Agreement.

**II. IMPLEMENTATION CRITERIA**

**A. Efficient and Effective Operation**

All actions taken relative to implementation of these guidelines must be consistent with an efficient and effective operation. Consistent with this obligation, no postal installation shall declare employees excess, increase the number of employees and/or increase work hours solely as a result of this instruction.

**B. Four (4) Hours Criteria**

If there are four (4) or more hours of continuous work consisting of one or more work functions in one or more operations designated to the same primary craft, the performance of the work should be assigned to an employee of that primary craft.

**C. Distribution Activities**

Where the functions of obtaining empty equipment, obtaining

unprocessed mail, loading ledges and sweeping are an integral part of the distribution function and cannot be efficiently separated, the entire operation will be assigned to the primary craft performing the distribution activity.

#### D. Changes in Duty Assignments

No employee's current duty assignment will be modified by removing functions designated to another primary craft until and unless such duty assignment becomes vacant through attrition. In addition, management may continue to revert or abolish positions no longer needed.

#### E. Assignment of New and/or Additional Work

Assignment of new or additional work, not previously existing in the installation, shall be made in accordance with the primary craft designations contained in this instruction.

### III. IMPLEMENTATION PROCEDURES

#### A. Responsibilities

Sectional Center Managers will review mail processing operations in installations within their designated MSC areas. This review will include, at a minimum, an examination of the work being performed, current duty assignments and a determination concerning what actions will be necessary to comply with the "Mail Processing Work Assignment Guidelines."

#### B. Identification of Primary Craft

All post offices with mail processing operations will, based on the primary craft designations, identify:

1. full-time clerk or mail handler duty assignments which are assigned to the inappropriate craft.
2. full-time clerk or mail handler duty assignments which include both clerk and mail handler primary craft functions.
3. work functions performed by part-time flexible clerks and mail handlers.

#### C. Implementation Plan

Based upon the above identification, each sectional center manager will develop a detailed implementation plan which will contain at a minimum:

1. the number of full-time clerk and mail handler employees.
2. the number, by tour and duties, of full-time clerks and mail handlers:
  - a. with 8 hour assignments in the inappropriate craft.

- b. whose duty assignments include 4 or more (but less than 8) hours of work in the inappropriate craft.

3. the number of full-time clerk and mail handler vacancies as of January 26, 1979.
4. the number of full-time clerk and mail handler vacancies that are anticipated, by postal quarter, during PQ's III and IV, FY 1979, and FY 1980.
5. the number of clerk and mail handler part-time flexible employees.
6. the number of clerk and mail handler part-time flexible employees, by tour, duties and hours, performing primary craft functions designated to a different craft.
7. actions that will be taken to achieve immediate compliance, and those actions which will require phased implementation.
8. the estimated time frame (as may be necessary) for implementation, including quarterly estimates.
9. any current clerk or mail handler functions not covered in the "Mail Processing Work Assignment Guidelines."

#### D. Adherence

Each sectional center manager will insure that the following actions, when taken, are consistent with this instruction:

1. Review each vacant full-time clerk and mail handler duty assignment.
2. Establishment of new full-time duty assignments.
3. Accession of clerk and mail handler employees.
4. Scheduling and staffing studies.

#### E. Reporting Requirements

The management sectional center implementation plan will be forwarded by March 19, 1979, through the **Division** Office to the Regional Director, Mail Processing, who will be responsible for approving the MSC's plan, insuring its timely and effective implementation, and for monitoring performance against the plan. At least once every six months, a designated regional coordinator will review each MSC to determine its progress relative to making proper clerk-mail handler work assignments. The first review cycle must be completed no later than September 1, 1979, with subsequent regional

reviews of MSC performance occurring semi-annually thereafter.

C. Neil Benson  
Acting Senior Assistant  
Postmaster General  
Operations Group

Enclosure

Standard distribution plus 2 copies to each MSC

**MAIL PROCESSING WORK ASSIGNMENT  
GUIDELINES**

U.S. Postal Service  
November 15, 1978

(The June 15, 1979 (1096-PO-209) Revision to the Mail Processing Work Assignment Guidelines (1085-PO-204) have been incorporated herein.)

11/15/87

**POST OFFICE—PRIMARY CRAFT DESIGNATIONS**

Operation	Function	Primary Craft
001 Platform Acceptance and Weigher's Unit	1. Accept, classify, and compute postage on second- and third-class mail.	Clerk
	2. Determine correct classification of second- and third-class and all other matter mailed under a permit, and determine if sufficient deposit has been made by the mailer to cover the cost of mailing.	Clerk
	3. Accept pre-cancelled and meter matter mailed in bulk quantities and verify postage.	Clerk
	4. Accept other classes of mail and receipts if necessary.	Clerk
	5. Advise customers as to proper mailing procedures.	Clerk

**Operation**

**Function**

**Primary Craft**

010 Originating Mail Preparation	6. Maintain records of permit holders, deposits, withdrawals and miscellaneous information.	Clerk
	7. Make necessary reports and submit to the manager of finance or equivalent.	Clerk
	1. Transport empty equipment.	Mail Handler
	2. Obtaining mail (courtesy windows, drop units, staging areas, etc.).	Mail Handler
	3. Open and dump sacks or other containers.	Mail Handler
	4. Cull (separate mail by type, and make basic local/out of town splits into trays, hampers, conveyors, etc.). Distribution to cases or sack/pouch racks will be assigned in accordance with the appropriate distribution operation.	Mail Handler
	5. Tray loose metered mail, etc.	Mail Handler
	6. Face and cancel letters on the facer canceler (Mark II or equivalent).	Mail Handler
	7. Cancel letters on Mark II that were rejected on first pass.	Mail Handler
	8. Hand cancel, cancel with Model G or other device.	Mail Handler
	9. Tray canceled mail for distribution operations.	Mail Handler
	10. Rate and cancel short paid mail.	Clerk
11. Repair damaged letters.	Mail Handler	
12. Examine sacks for mail content.	Mail Handler	

Operation	Function	Primary Craft
020 Originating Meter Mail Preparation	13. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	14. Back stamping of missent mail.	Mail Handler
	1. Transporting empty equipment.	Mail Handler
	2. Prepare originating metered, permit imprint, and official penalty mail received from collection routes, lobby drop, dock, slides, chutes, conveyors, and other sources for distribution.	Mail Handler
	3. Traying letters and separating mail by type into different containers, separating by local and out of town.	Mail Handler
029 Riffle Mail	4. Reporting mail with incorrect meter dates and rating short paid mail.	Clerk
	5. Identification and handling of presorted and riffle mail.	Clerk
	Distribution of customer sequenced mail by ZIP Code, state or otherwise, which is sorted by batches, avoiding piece by piece distribution. Riffle mail can be sorted at letter cases, tray packs or pouch racks, depending on the make up.	Clerk
030 Combined Outgoing-Incoming Letter Primary	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining letters from staging areas for distribution.	Mail Handler
	3. *Loading ledges.	Mail Handler

\*In offices where the tasks of obtaining empty equipment, obtaining unprocessed mail, loading ledges, sweeping and containerizing is an integral part of the distribution function, the entire operation is a function of the primary craft performing the distribution.

Operation	Function	Primary Craft
040 Outgoing Letter Secondary	4. Manual distribution of letter mail.	Clerk
	5. Distribution of NIXIE mail.	Clerk
	6. *Sweeping, containerizing and transporting.	Mail Handler
	7. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	8. *Pulling and transporting pouches and/or other containers.	Mail Handler
	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining unprocessed mail.	Mail Handler
	3. *Loading ledges.	Mail Handler
043 State Distribution Letters	4. Manual distribution of letter mail.	Clerk
	5. Distribution of NIXIE mail.	Clerk
	6. *Sweeping.	Mail Handler
	7. *Containerizing and transporting.	Mail Handler
	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining unprocessed mail.	Mail Handler

\*See asterick below Operation 030.

Operation	Function	Primary Craft
	3. *Loading ledges.	Mail Handler
	4. Manual distribution of letter mail.	Clerk
	5. Distribution of NIXIE mail.	Clerk
	6. *Sweeping.	Mail Handler
	7. *Containerizing and transporting.	Mail Handler
	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
044 Sectional Center Distribution Letters	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining unprocessed mail.	Mail Handler
	3. *Loading ledges.	Mail Handler
	4. Manual distribution of letter mail.	Clerk
	5. *Sweeping.	Mail Handler
	6. *Containerizing and transporting.	Mail Handler
	7. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk

\*See asterick below Operation 030.

Operation	Function	Primary Craft
	8. Distribution of NIXIE mail.	Clerk
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
045 Non-Preferential Distribution Codes	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining unprocessed mail.	Mail Handler
	3. *Loading ledges.	Mail Handler
	4. Manual distribution of letter mail.	Clerk
	5. *Sweeping.	Mail Handler
	6. *Containerization and transporting.	Mail Handler
	7. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	8. Distribution of NIXIE mail.	Clerk
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
050/055 Priority Mail Distribution	1. *Transporting empty equipment.	Mail Handler
	2. *Culling, facing and canceling.	Mail Handler
	3. *Opening and dumping.	Mail Handler
	4. *Transporting mail.	Mail Handler
	5. *Loading ledges.	Mail Handler
	6. Distribution of priority mail.	Clerk
	7. *Sweeping.	Mail Handler

\*See asterick below Operation 030.



Operation	Function	Primary Craft
060 Outgoing Flat Primary	8. *Containerizing.	Mail Handler
	9. *Pulling and transporting pouches or other containers.	Mail Handler
	10. Rating mail matter.	Clerk
	11. Maintaining current schedules and schemes.	Clerk
	12. Handling registry mail.	Clerk
	13. Maintaining receipt and dispatch records.	Clerk
	14. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining unprocessed mail.	Mail Handler
	3. *Loading ledges.	Mail Handler
	4. Manual distribution of flat mail.	Clerk
	5. *Sweeping.	Mail Handler
	6. *Containerizing and transporting.	Mail Handler
	7. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
8. Distribution of NIXIE mail.	Clerk	
9. *Pulling and transporting pouches and/or other containers.	Mail Handler	

\*See asterick below Operation 030.

Operation	Function	Primary Craft
070 Outgoing Flat Secondary	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining unprocessed mail.	Mail Handler
	3. *Loading ledges.	Mail Handler
	4. Manual distribution of flat mail.	Clerk
	5. *Sweeping.	Mail Handler
	6. *Containerizing and transporting.	Mail Handler
	7. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	8. Distribution of NIXIE mail.	Clerk
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
073 State Distribution Flats	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining unprocessed mail.	Mail Handler
	3. *Loading ledges.	Mail Handler
	4. Manual distribution of flat mail.	Clerk
	5. Distribution of NIXIE mail.	Clerk
	6. *Sweeping.	Mail Handler
	7. *Containerizing and transporting.	Mail Handler

\*See asterick below Operation 030.

Operation	Function	Primary Craft
074 Sectional Center Flat Distribution	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining unprocessed mail.	Mail Handler
	3. *Loading ledges.	Mail Handler
	4. Manual distribution of flat mail.	Clerk
	5. *Sweeping.	Mail Handler
	6. *Containerizing and transporting.	Mail Handler
	7. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
075 Outgoing Flat Secondary Non-Preferential	8. Distribution of NIXIE mail.	Clerk
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining unprocessed flats.	Mail Handler
	3. *Loading ledges.	Mail Handler
	4. Manual distribution of flat mail.	Clerk

\*See asterick below Operation 030.

Operation	Function	Primary Craft
080-087 MPLSM Distribution	5. *Sweeping.	Mail Handler
	6. *Containerization and transporting.	Mail Handler
	7. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	8. Distribution of NIXIE mail.	Clerk
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
	Machine distribution of all classes of letters	Clerk
	Note: Allied labor required is normally performed by clerks because of the rotation system employed.	
	OCR machine distribution of all classes of mail.	Clerk
	Note: See 080-087 note.	
088-089 Optical Character Reader Distribution	Machine distribution of all classes of letters.	Clerk
	Note: See 080-087 note.	
090-098 SPLSM Distribution	Machine distribution of all classes of letters.	Clerk
	Note: See 080-087 note.	
100 Outgoing Parcel Distribution	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining mail from staging area.	Mail Handler
	3. *Dumping sacks or containers.	Mail Handler

\*See asterick below Operation 030.

Operation	Function	Primary Craft
105 Mechanized Parcel Sorter	4. Manual distribution of parcel post, without scheme knowledge.	Mail Handler
	5. Manual distribution of parcel post requiring scheme knowledge.	Clerk
	6. *Pulling and dispatching sacks or other containers.	Mail Handler
	7. *Containerizing and transporting mail to dispatch areas.	Mail Handler
	8. *Hanging sacks and inserting labels.	Mail Handler
	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining mail from staging area.	Mail Handler
	3. *Dumping sacks or containers.	Mail Handler
109 Rewrap	4. Distribution of parcel post through the use of parcel sorting machines.	Clerk
	5. *Pulling and dispatching sacks or other containers.	Mail Handler
	6. *Containerizing and transporting mail to dispatch areas.	Mail Handler
	7. *Hanging sacks and inserting labels.	Mail Handler
	1. Transporting empty equipment.	Mail Handler
	2. Obtaining mail from staging area.	Mail Handler
	3. Assembling contents of damaged parcels.	Mail Handler

\*See asterick below Operation 030.

Operation	Function	Primary Craft
110-129 Outgoing IPP Distribution, Opening and Traying Pouch Sack & Loose Pouch.	4. Operating strapping machines, heat tunnels and other rewrap mechanization. Reload mechanization with strapping, film, etc., and provide routine daily maintenance on mechanization.	Mail Handler
	5. Readdressing parcels.	Mail Handler
	6. Keeping records as required.	Mail Handler
	Note: All of the work performed in this operation can be considered an integral function of Operation 100 or 200 and may be assigned to the craft doing that distribution.	
	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining mail from staging area.	Mail Handler
	3. *Dumping sacks, pouches, or containers. Cull/separate mail by type/characteristics and make basic local/out-of-town splits to trays, hampers, gurneys, conveyors, nutting trucks, or other containers.	Mail Handler
	4. *Hanging sacks or pouches.	Mail Handler
	5. *Inserting labels.	Clerk
	6. *Cutting bundles and facing letters and flats.	Mail Handler

\*See asterisk below Operation 030.

Operation	Function	Primary Craft
134 Sectional Center Distribution	7. Distribution of outgoing IPP's newspapers, rolls, letter or flat bundles, slugs, Special Delivery or Special Handling parcel post.	Clerk
	8. *Pulling sacks, pouches, or containers for dispatch.	Mail Handler
	9. *Containerizing and transporting.	Mail Handler
	10. *Operating "strapping" equipment.	Mail Handler
	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining unprocessed mail.	Mail Handler
	3. *Loading unprocessed mail.	Mail Handler
	4. Manual distribution of mail.	Clerk
	5. *Sweeping.	Mail Handler
	6. *Containerization and transporting.	Mail Handler
150 Incoming Letter Primary	7. Distribution of NIXIE mail.	Clerk
	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining mail from staging area.	Mail Handler

\*See asterisk below Operation 030.

Operation	Function	Primary Craft
160 Incoming Letter Secondary	3. *Loading ledges.	Mail Handler
	4. Manual distribution of letter mail.	Clerk
	5. *Sweeping.	Mail Handler
	6. *Containerizing and transporting.	Mail Handler
	7. Distribution of NIXIE mail.	Clerk
	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler
	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining mail from staging area.	Mail Handler
160 Incoming Letter Secondary	3. *Loading ledges.	Mail Handler
	4. Manual distribution of letter mail.	Clerk
	5. *Sweeping.	Mail Handler
	6. *Containerizing and transporting.	Mail Handler
	7. Distribution of NIXIE mail.	Clerk
	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler

\*See asterisk below Operation 030.

Operation	Function	Primary Craft
168/169 Box Section Primary and Secondary	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining mail from staging areas.	Mail Handler
	3. *Loading ledges.	Mail Handler
	4. *Hanging and labeling sacks or pouches.	Mail Handler
	5. Manual distribution of mail.	Clerk
	6. Window Service incidental to box section activities.	Clerk
	7. *Pulling and dispatching sacks or pouches.	Mail Handler
	8. Distribution of NIXIE mail.	Clerk
	9. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk
	10. *Sweeping.	Mail Handler
170 Incoming Flat Primary	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining flats from staging area.	Mail Handler
	3. *Loading ledges.	Mail Handler
	4. Manual distribution of flat mail.	Clerk
	5. *Sweeping.	Mail Handler
	6. *Containerizing and transporting.	Mail Handler
	7. Distribution of NIXIE mail.	Clerk

\*See asterisk below Operation 030.

Operation	Function	Primary Craft	
	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk	
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler	
	175 Incoming Flat Secondary	1. *Transporting empty equipment.	Mail Handler
		2. *Obtaining flats from staging area.	Mail Handler
		3. *Loading ledges.	Mail Handler
4. Distribution of flat mail.		Clerk	
5. *Sweeping.		Mail Handler	
	6. *Containerizing and transporting mail to dispatch areas.	Mail Handler	
	7. Distribution of NIXIE mail.	Clerk	
	8. Identifying and reporting, as appropriate, mail not meeting postal regulations.	Clerk	
	9. *Pulling and transporting pouches and/or other containers.	Mail Handler	
	180-189 Incoming IPP Distribution, Opening and Traying	1. *Transporting empty equipment.	Mail Handler
		2. *Obtaining mail from staging area.	Mail Handler
		3. *Dumping sacks, pouches, or containers. Cull/separate mail by type/characteristics and make basic local/out-of-town splits to trays, hampers, gurneys, conveyors, nutting trucks, or other containers.	Mail Handler

\*See asterisk below Operation 030

Operation	Function	Primary Craft
	4. *Hanging and labeling sacks or pouches.	Mail Handler
	5. Distribution of incoming IPP's, newspaper rolls, letter or flat bundles, Special Delivery or Special Handling parcel post to sacks, pouches, or containers.	Clerk
	6. *Cutting bundles and facing letters and flats.	Mail Handler
	7. *Containerizing and transporting.	Mail Handler
	8. *Pulling and transporting pouches and/or other containers.	Mail Handler
200 Incoming Parcel Distribution	1. *Transporting empty equipment.	Mail Handler
	2. *Obtaining mail from staging area.	Mail Handler
	3. *Dumping sacks or containers.	Mail Handler
	4. *Hanging and labeling sacks.	Mail Handler
	5. Manual distribution of parcel post.	Clerk
	6. *Containerizing and transporting.	Mail Handler
	7. *Pulling and dispatching pouches and/or other containers.	Mail Handler
210-239 Platform Operations	1. Transporting empty equipment.	Mail Handler
	2. Loading and unloading vehicles.	Mail Handler

\*See asterisk below Operation 030.

Operation	Function	Primary Craft
	3. Separating mixed collection mails.	Mail Handler
	4. Non-scheme separation of sacks, pouches or outside parcels for further processing.	Mail Handler
	5. Manual sorting of sacks, pouches, and outside parcels for destination dispatch requiring scheme knowledge.	Clerk
	6. Manual separation of sacks, pouches and outside parcels requiring no scheme knowledge.	Mail Handler
	7. Mechanized sorting of sacks, pouches and outside parcels requiring scheme knowledge.	Clerk
	8. Mechanized sorting of sacks, pouches, and outside parcels requiring no scheme knowledge.	Mail Handler
	9. Operating tow motors, fork lifts and jacks.	Mail Handler
	10. Directing traffic.	Mail Handler
	11. Transporting mail to and from platform areas.	Mail Handler
	12. Making dock connection transfer.	Clerk
240-339 Distribution at Stations & Branches	Distribution of mail.—The designation of a primary craft can be applied to a detached unit which performs or supports a mail processing operation.	Clerk
549 Sack Examination	1. Examining and segregating empty bags.	Mail Handler
	2. Bundling, sacking, tying and labeling empty mail bags.	Mail Handler

\*See asterisk below Operation 030.



## BULK MAIL CENTERS

### Primary Craft Designations

In Bulk Mail Centers, where the tasks of transporting empty equipment and mail, as well as other ancillary activities, are an integral part of the distribution function and cannot be separated, the entire operation is a function of the primary craft performing the distribution.

Operation	Function	Primary Craft
Inbound Docks	1. Unload vehicles.	Mail Handler
	2. Stage and transport pallets.	Mail Handler
	3. Dumping hampers.	Mail Handler
	4. Culling.	Mail Handler
	5. Minor on-site parcel repairs.	Mail Handler
	6. Vehicle record keeping.	Clerk
	7. Weigh and acceptance.	Clerk
Outbound Docks	1. Load vehicles.	Mail Handler
	2. Culling.	Mail Handler
	3. Roller table separations.	Mail Handler
	4. Tend missent/malfunction chutes.	Mail Handler
	5. Stage and transport containers.	Mail Handler
	6. Vehicle record keeping.	Clerk
Primary Parcel Sorting	1. Facing and keying.	Clerk
	2. Culling at parcel induction stations.	Clerk

### Operation

### Function

### Primary Craft

Secondary Parcel Sorting	3. Minor on-site repairs/bag damage.	Clerk
	4. Sort foreign mail.	Clerk
	5. Distribution at roller tables to sacks/containers.	Clerk
	6. Distribution at missent/malfunction chutes.	Clerk
	7. Container loader tending.	Mail Handler
	8. Obtaining and moving empty equipment.	Mail Handler
	1. Facing and keying.	Clerk
	2. Culling for minor on-site repairs.	Clerk
Sack Sorting, Rewrap IPPs and Non-ZIP Coding	3. Distribution of parcels to sacks/containers.	Clerk
	4. Container loader tending.	Mail Handler
	5. Obtaining and moving empty equipment.	Mail Handler
	1. Sack sorting keying.	Mail Handler
	2. Culling and on-site parcel repairs.	Mail Handler
	3. Tend missent/malfunction chutes.	Mail Handler
	4. Rewrap.	Mail Handler
	5. ZIP Coding unzipped mail	Clerk
6. Dumping hampers, sacks, etc.	Mail Handler	
7. Culling of irregular parcels.	Mail Handler	
8. Sorting of irregular parcel.	Clerk	

Operation	Function	Primary Craft
	9. Empty equipment handling.	Mail Handler
	10. Transport sacks/containers.	Mail Handler
	11. Sack sorter run out tending.	Mail Handler
Sack Shake-out, Container Dumping	1. Sack shakeout.	Mail Handler
	2. Container dumping.	Mail Handler
	3. Culling for non-machinable mail and damaged parcels.	Mail Handler
	4. Empty sack processing.	Mail Handler
Loose in Mail	1. Sort, match and recordkeeping.	Clerk
	2. Collect and transport.	Mail Handler
	3. Culling and trash screening.	Mail Handler
NMO	1. NMO sorting.	Mail Handler
	2. Transporting containers and empty equipment.	Mail Handler
Outgoing IPP Opening and Distribution	1. Dumping containers, racks, pallets.	Mail Handler
	2. Culling and bundle repair.	Mail Handler
	3. Distribute second- and third-class to sacks and containers.	Clerk
	4. Empty equipment handling.	Mail Handler
	5. Transport sacks, containers, pallets.	Mail Handler

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