

AGREEMENT

between

United States Postal Service

and

Postal Police Officers Association

2012-2017

Handbook EL-906



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Notes:

1. Bold Face Type in the text indicates revised or new language. Bold Face Type in headings does not necessarily indicate change.
2. Cross references to relevant Memoranda of Understanding and Letters of Intent are included in the text of the Agreement. The location of the cross references is for the convenience of the reader, and in no way affects the content or intent of the Agreement, the Memoranda of Understanding, or the Letters of Intent.

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PREAMBLE

This Agreement referred to as the **2012-2017 USPS-PPOA National** Agreement is entered into by and between the United States Postal Service (hereinafter referred to as the “Employer”) and the **Postal Police Officers Association** (hereinafter referred to as the “Union”) with respect to the bargaining unit of postal police officers represented by the Union and employed by the United States Postal Service, pursuant to an arbitration award issued **April 1, 2014**. The term “Area” as used in this Agreement means that area that was formerly defined a “Region” for purposes of this Agreement (see 52 Fed. Reg. 47002) and not what the term “Area” means concerning current organization of Postal Service field management. The terms of this Agreement are effective **April 5, 2014**, unless otherwise provided in the aforementioned arbitration award of **April 1, 2014**.

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ARTICLE 1 UNION RECOGNITION

Section 1.01. Recognition.

The Union having been certified by the National Labor Relations Board in Case No. 5-RC-13548(P) is recognized by the Employer as the exclusive bargaining representative of all postal police officers (hereinafter referred to as "PPOs") (uniformed personnel of the Inspection Service as defined in the Postal Reorganization Act (P.R.A.)), Title 39, United States Code, Sections 1201 and 1202 who have such authority as conferred by Title 18, United States Code, Section 3061(c)(2) employed by the United States Postal Service in the Inspection Service, but excluding all other employees, maintenance employees, any employee engaged in personnel work, other than in a purely non-confidential clerical capacity, official clerical employees, professional employees, management officials, and supervisors as defined in the National Labor Relations Act (N.L.R.A.) and the P.R.A.

(See Memo, Page 100.)

Section 1.02. Performance of Bargaining Unit Work.

Security Force supervisory personnel may substitute for bargaining unit PPOs where the efficiency of the operation requires such duties. However, this right does not permit the Employer to involuntarily reassign a PPO to another facility as a result of the use of Security Force supervisory personnel. The local Union will be informed of the reason(s) for such substitutions. Utilization of supervisory personnel is a proper subject for discussion at the regularly scheduled local labor-management meeting. An individual grievance concerning the use of supervisory personnel shall not be made the subject of discussion during the local labor-management meeting.

Section 1.03. Staffed Security at Postal Service Facilities.

The Postal Inspection Service is responsible for the protection of mails, enforcement of postal laws and facility and personnel security. The authority for utilization and deployment of staffed security, whether by Inspection Service personnel or otherwise, rests solely with the Chief Postal Inspector in the role of Security Officer of the U.S. Postal Service. The Union, at the national level, shall be given notice of any deployment or utilization or alteration of any staffed security at postal facilities within 30 days of the effective date of the decision on such actions. At postal facilities where PPOs are deployed, any decision to subcontract security work shall be promptly communicated in writing to the Union, at the national level, and such communication shall be given, if practicable, prior to the effective date of the deployment of contract personnel. The Union may request that the subject of the above referenced notice be discussed at a national level labor-management meeting.

ARTICLE 2 NONDISCRIMINATION AND CIVIL RIGHTS

Section 2.01. Nondiscrimination and Civil Rights.

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against PPOs because of race, color, creed, religion, national origin, sex, age, or marital status or because of a disability, as prohibited by the Rehabilitation Act, with respect to a position the duties of which can be performed efficiently by an individual with such a disability without danger to the health or safety of the disabled person and without diminishing the protection and safety of property, the mail, or persons on the premises.

Section 2.02. Labor-Management Committees.

The labor-management committees established under Article 17, Section 17.04 may discuss matters arising under this Article. The committees may discuss affirmative action proposals on all matters affecting minority groups.

The committees will also be advised of the location of new facilities, where PPOs covered by this Agreement will be employed, and will review the availability of adequate housing and public transportation in the area of such facilities. Matters which are the subject of a grievance in process under either Article 15 of this Agreement or the Equal Employment Opportunity complaint procedure may not be the subject of these meetings.

Section 2.03. Grievances.

Grievances arising under this Article may be filed at Step 2 of the grievance procedure within fourteen (14) calendar days of when the PPO or the union has first learned or may reasonably have been expected to have first learned of the alleged discrimination. Nothing in this provision shall preclude the

filing of a grievance at Step 1, under the provisions of Article 15, Grievance-Arbitration Procedure.

Section 2.04. Dual Filing.

2.04(a). The parties recognize that the Grievance-Arbitration Procedure is the proper appeals forum for a dispute which is essentially contractual in nature. The parties further recognize that the EEO complaint procedure is the proper forum for presenting a discrimination issue and that dual filing of both a grievance and an EEO complaint on a dispute which is essentially contractual in nature both circumvents that negotiated procedure and serves as a disservice to the integrity of the EEO complaint process. The parties acknowledge the special expertise required in non-contractual discriminatory issues and give deference to the EEO complaint procedures and remedies for the redress of such discrimination.

2.04(b). If a PPO appeals an EEO complaint as defined in Subsection 2.04(c) to the Merit Systems Protection Board (MSPB), that appeal to MSPB will constitute a waiver of any further access to the Grievance-Arbitration Procedure pursuant to Article 16.09. An arbitrator will not have any jurisdiction to hear or render a decision on any grievance after an appeal is made to the MSPB.

2.04(c). For the purposes of this section, the term “EEO complaint” includes the following: EEO complaint and mixed case complaint.

2.04(d). The Union, at the national and local levels, will take steps to ensure that bargaining unit PPOs are informed that essentially contractual matters should be pursued under the Grievance-Arbitration Procedure.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.01. Employer Rights.

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

- 3.01(a).** to direct PPOs of the Employer in the performance of official duties;
- 3.01(b).** to hire, promote, transfer, assign, and retain PPOs in positions within the Postal Service and to suspend, demote, discharge or take other disciplinary action against such PPOs;
- 3.01(c).** to maintain the efficiency of the operations entrusted to it;
- 3.01(d).** to relieve PPOs from duties because of lack of work, subject to the provisions of Article 33, Section 33.08;
- 3.01(e).** to determine the methods, means, and personnel by which such operations are to be conducted;
- 3.01(f).** to prescribe a uniform dress to be worn by designated PPOs; and
- 3.01(g).** to take whatever actions may be necessary to carry out its mission in emergency situations.

Section 3.02. Emergency Situation.

An emergency situation is 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. Whenever such emergency situations occur, the Union may request a meeting with the Employer to discuss the matter.

ARTICLE 4 TECHNOLOGICAL AND MECHANIZATION CHANGES

Section 4.01. Advance Notice.

Both parties recognize the continuing need for improvement of postal security. The Union will be informed in advance of implementation of technological changes which affect wages, hours, or working conditions of PPOs covered by this Agreement at regularly scheduled labor-management meetings as provided for in Article 17. 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 sixty (60) days in advance. The views and suggestions of the Union, including those related to safety issues and other matters affecting PPOs, will be considered prior to implementation of such changes. The Union may also raise any such safety issues pursuant to the provisions of Article 14.

Section 4.02. New Jobs.

Any new job or jobs created by technological or mechanization changes shall be offered to present PPOs capable of being trained by the Employer to perform the new or changed job. During training the PPO will maintain the PPO's rate. It is understood that the training herein referred to is on the job and not to exceed sixty (60) days. Certain specialized training may be required by the Employer and extend beyond sixty (60) days and/or be provided off-site.

Section 4.03. Eliminated Jobs.

A PPO, whose job is eliminated as a result of a technological and mechanization change and who cannot be placed in a job

of equal grade, will receive salary rate protection pursuant to Article 9.07.

Section 4.04. Training.

The obligation herein above set forth shall not be considered to abridge in any way the right of the Employer to make such a change. Under no circumstances shall the Employer be required to select more person(s) for training than the number of new position(s) available.

ARTICLE 5
PROHIBITION OF UNILATERAL ACTION

Section 5.01. 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 (29 USC § 158(d)) which violate the terms of this Agreement or are otherwise inconsistent with its obligations under law.

ARTICLE 6 POSTAL POLICE OFFICER RIGHTS AND RESPONSIBILITIES

Section 6.01. Basic Principles.

Every employee of the Postal Service should be treated at all times with dignity, respect, and fairness in order for the Postal Service to serve the public efficiently and productively and for employees to perform their duties.

Section 6.02. PPO Conduct.

The Employer and the Union jointly agree that PPOs shall discharge their assigned duties conscientiously and effectively. Further, they jointly recognize that the nature of the positions covered under this contract imposes a high degree of public trust and requires the highest standards of conduct, honesty, and integrity. PPOs are expected to conduct themselves during and after working hours in a manner which will reflect favorably upon the U.S. Postal Service. Off-duty conduct shall be considered a basis for discipline only if there is a nexus to the PPO's ability to perform the PPO's job duties and/or command the necessary respect from fellow employees and the public.

Section 6.03. PPO Disciplinary Interviews.

When a PPO is to be interviewed regarding conduct for which discipline could be imposed, the PPO will be advised of the purpose of the interview at the outset of the interview. Normally, such disciplinary interviews will be conducted during the PPO's regularly scheduled tour, and if the PPO makes the request, the PPO shall have the right to have a steward or union representative present before the interview begins. If a PPO requests Union representation and a Union representative is not available, the Employer may request that the PPO

continue with the interview without Union representation, postpone the interview until Union representation is available, or cancel the interview.

ARTICLE 7 EMPLOYEE CLASSIFICATIONS

Section 7.01. Definition.

The following shall constitute the regular bargaining unit work force of the United States Postal Service Security Force:

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

7.01(b). Part-Time — The Employer may hire persons pursuant to such procedures as management may establish, and assign them to work weeks of less than forty (40) hours. Such PPOs will not be utilized solely to avoid the payment of overtime to full-time PPOs, nor assigned in lieu of full-time PPOs where full-time positions are established. The utilization of such part-time PPOs will be a proper subject for discussion at labor-management committee meetings.

ARTICLE 8 HOURS OF WORK

Section 8.01. Work Week.

The work week for full-time PPOs shall be forty (40) hours per week, eight (8) hours per day within nine (9) consecutive hours, except when a PPO is assigned to mobile or protective duty, in which case the PPO shall be on duty as is required to complete the assignment. Such PPO shall be eligible for overtime as set forth in Section 8.04.

Section 8.02. Work Schedule.

8.02(a). Service Week. The PPO's service week shall be a calendar week beginning at 0001 hours Saturday and ending at 0000 hours the following Friday.

8.02(b). Service Day. The PPO'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.

8.02(c). Basic Work Week. The full-time PPO's basic work week is five (5) days each consisting of eight (8) hours within nine (9) consecutive hours. As far as practicable, the five (5) days shall be consecutive days within the service week.

(See Memos, Pages **101** and **102**.)

8.02(d). Recall from Lunch Break. The time remaining in the lunch period, when a PPO is called back to duty from the lunch period, will be rescheduled at another time during the PPO's scheduled tour of duty, if practicable. If the rescheduling is not practicable, such PPO shall be eligible for overtime pay as

provided in Section 8.04(a) below.

Section 8.03. Exceptions.

Exceptions to Sections 8.01 and 8.02(a), (b) and (c).

8.03(a). Application. The above shall not apply to part-time PPOs.

8.03(b). Part-Time Schedules. Part-time PPOs may be scheduled for less than eight (8) hours per service day and less than forty (40) hours per basic work week.

Section 8.04. Overtime Work.

8.04(a). Overtime Rate. Overtime work is to be paid at the rate of one and one-half (1-1/2) times the base hourly straight time rate.

8.04(b). Overtime Payment. Overtime pay shall be paid to PPOs only for work performed after eight (8) hours on duty in any one service day or forty (40) hours in any one service week.

8.04(c). Pyramiding of Overtime or Premium Rates.

Wherever two or more overtime rates may appear applicable to the same hour or hours of work by a PPO, there shall be no pyramiding or adding together of such overtime or premium rate and only the higher of the PPO's applicable rates shall apply.

Section 8.05. Overtime Assignments.

Overtime shall be required on the basis of need, where needed and when needed as determined by the Employer. PPOs shall be subject to the assignment of overtime at the direction of the Employer. In those instances where the Employer determines overtime is needed, the Employer shall attempt to distribute such overtime opportunities among available, qualified PPOs at the work facility where the overtime is required.

(See Memo, Page 104.)

Section 8.06. Temporary Changes in Schedule.

Temporary changes in schedule (tours and days off) shall be kept to a minimum consistent with operational needs. Out-of-schedule pay at the rate of one and one-half (1-1/2) times the base hourly straight time rate shall be paid to full-time PPOs for the time worked outside of their regularly scheduled workday or work week. Nothing contained in this section shall require the payment of such out-of-schedule pay for temporary schedule changes made for the purpose of training, e.g., including first aid, firearms training and in-service training, for PPOs' personal convenience or at PPOs' own request. Pursuant to ELM 434.622, a request for a schedule change for the employee's personal convenience requires written approval by the employee's supervisor and shop steward or other collective bargaining representative. The Employer will provide the local Union with a copy of the completed PS Form 3189 when a PPO's request for a temporary schedule change is approved.

Section 8.07. Night Shift Differential.

For time worked between the hours of 1800 hours and 0600 hours, PPOs shall be paid additional compensation at the rate of 10 percent of their base hourly straight time rate.

Section 8.08. Sunday Premium Payment.

Each PPO whose regular work schedule includes a period of service, any part of which is within the period commencing at

0000 hours (midnight) Saturday and ending at 0000 hours (midnight) Sunday, shall be paid extra compensation at the rate of 25 percent of the PPO's base hourly straight time rate for each hour of work performed during that period of service.

Section 8.09. Guarantees.

8.09(a). Minimum Guarantees. A full-time PPO who is scheduled or called in to work on the PPO's scheduled day off (SDO) shall be guaranteed a minimum of eight (8) hours work or pay in lieu thereof. Such guarantee shall not apply to a PPO who works overtime on one of the PPO's regularly scheduled work days either before or after the PPO's regularly scheduled shift. If a PPO's request for annual leave for an entire regularly scheduled work day is approved and such annual leave is cancelled subsequently and the PPO reports for duty as scheduled, the PPO is guaranteed eight hours work or pay in lieu thereof.

8.09(b). Early Release. A PPO may request an early release during a guarantee period by completing and submitting a PS Form 3971, with the type of absence marked as "LWOP." If the request is approved, the PPO will be released and be paid only for the actual time worked.

ARTICLE 9 SALARY AND WAGES

Section 9.01. Basic Annual Salary.

For those grades and steps in effect during the term of the **2012** Agreement, the basic annual salary schedules, with proportional application to hourly rate PPOs, for those PPOs covered under the terms and conditions of this Agreement shall be increased as described in Sections 9.02 and 9.03.

Section 9.02. Salary Schedules.

Employees with career appointments before April 5, 2014 shall be paid and earn step increases according to the rates and waiting periods outlined in Table One.

Employees appointed to career positions on or after April 5, 2014 shall be paid and earn step increases according to the rates and waiting periods outlined in Table Two.

(See Pay Tables, Pages 18 and 19.)

Section 9.03. Employment Cost Index Periodic Adjustments.

9.03(a). As used herein, the Employment Cost Index (ECI) is a measure of the change in the cost of labor for private industry workers (wages and salaries index) as published by the United States Department of Labor's Bureau of Labor Statistics (December 2005 = 100).

9.03(b). **Effective the second full pay period after the release of the March 2014 ECI, the basic annual salary for each step shall be increased by an amount equal to 3.2% of the basic annual salary for the grades and steps in effect on April 5, 2014.**

9.03(c). **Effective the second full pay period after the release of the March 2015 ECI, each PPO covered by this Agreement shall receive an ECI derived adjustment to**

basic wages. The basic annual salary for each step shall be increased by a percentage amount equal to the percentage change in the March 2015 ECI over the March 2014 ECI. The resulting percentage will be the basic wage increase applied to the salary in effect on April 5, 2014.

9.03(d). Effective the second full pay period after the release of the March 2016 ECI, each PPO covered by this Agreement shall receive an ECI derived adjustment to basic wages. The basic annual salary for each step shall be increased by a percentage amount equal to the percentage change in the March 2016 ECI over the March 2015 ECI. The resulting percentage will be the general basic wage increase applied to the salary in effect on **April 5, 2014.**

Section 9.04. 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 9.05. 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 9.06. Protected Salary Rates.

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

Postal Police Officers' (PPO) Schedule

Full-Time Annual Basic Rates

For employees hired before April 5, 2014

RSC Y (FOP)

PFO

Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	MPS
6	34,154	38,609	40,915	42,468	45,658	46,066	46,473	46,884	47,292	47,701	48,111	48,517	48,925	49,338	49,743	50,154	50,561	50,972	51,380	51,790	52,608	53,425	53,833	408

Part-Time Employees - Hourly Basic Rates

6	17.08	19.30	20.46	21.23	22.83	23.03	23.24	23.44	23.65	23.85	24.06	24.26	24.46	24.67	24.87	25.08	25.28	25.49	25.69	25.90	26.30	26.71	26.92
---	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------	-------

Step Increase Waiting Periods (in Weeks)

Steps (From-To)	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	12-13	13-14	14-15	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	Years	
Grade 6	78	42	34	34	34	34	34	34	34	34	26	26	26	26	26	26	26	26	26	26	52	52	26	14.5

Postal Police Officers' (PPO) Schedule Full-Time Annual Basic Rates For employees hired on or after April 5, 2014																
RSC.Y7 (POF)																
PPO																
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Step
6	31,517	33,111	34,705	36,299	37,893	39,487	41,081	42,675	44,269	45,863	47,457	49,051	50,645	52,239	53,833	1,594
Part-Time Employees - Hourly Basic Rates																
6	15.76	16.56	17.35	18.15	18.95	19.74	20.54	21.34	22.13	22.93	23.73	24.53	25.32	26.12	26.92	
Step Increase Waiting Periods (in Weeks)																
Steps (From-To)	1-2	2-3	3-4	4-5	5-6	6-7	7-8	8-9	9-10	10-11	11-12	12-13	13-14	14-15	Years	
Grade 6	52	52	52	52	52	52	52	52	52	52	52	52	52	52	14	

ARTICLE 10 LEAVE

Section 10.01. Funding.

The Employer will continue funding the Leave Program so as to continue the current leave earning level for the duration of this Agreement.

(See Memos, Pages **108** and **109**.)

Section 10.02. Choice Vacation Period.

10.02(a). Vacation Program. It is agreed to establish a program for vacation planning for PPOs in the regular work force with emphasis upon the choice vacation period. Choice vacation period will be on seniority basis only. The choice vacation period will be the entire leave year.

10.02(b). Forfeiture of Annual Leave. Care will be exercised to assure that no PPO is required to forfeit any part of the PPO's annual leave.

10.02(c). Start of Vacation Period. The vacation period will start on the first day of the PPO's basic work week. Exceptions may be granted by agreement among the PPO, the Union representative and Employer.

10.02(d). Jury Duty or Attendance at Convention. A PPO who is called for jury duty during a scheduled choice vacation period or who attends a National Convention during the choice vacation period is eligible for another available period provided this does not deprive any other PPO of that PPO's first choice for scheduled vacation.

Section 10.03. Vacation Planning.

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

10.03(a). Leave Year. The Employer will, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which will begin with the first day of the first full pay period of the new calendar year.

10.03(a)(1) Selection During Choice Period. Choice vacation selections will be made from November 1 through November 30, inclusive. Choice vacation selections will be made by seniority and by tour. The Manager, Postal Police Division, will designate a manager or supervisor at each work facility to coordinate choice vacation selections. Management will record on a calendar the number of choice vacation selections available during each week of the choice period. Starting with the senior PPO on the tour and proceeding through the tour in seniority order, PPOs will each be given an opportunity to make their selections as provided in Subsection 10.03(a)(2).

10.03(a)(2) Annual Leave Options. Subject to the provisions above, annual leave during the choice vacation period will be granted in accordance with one (1) of the options listed below:

a. PPOs who earn thirteen (13) days annual leave per year will be granted leave as follows:

Option 1. A single selection of up to ten (10) days of continuous annual leave (two consecutive weeks). The number of days of annual leave, not to exceed ten (10), will be at the option of the PPO; or

Option 2. Two selections of five (5) days of continuous annual leave (each of one week).

- b. PPOs who earn twenty (20) or twenty-six (26) days of annual leave per year will be granted leave as follows:
- Option 1. A single selection of up to fifteen (15) days of continuous annual leave (three consecutive weeks). The number of days of annual leave, not to exceed fifteen (15), will be at the option of the PPO; or
- Option 2. One selection of five (5) days of continuous annual leave and an additional selection of either five (5) or ten (10) days of continuous annual leave (two consecutive weeks); or
- Option 3. Three selections of five (5) days of continuous annual leave (any available three weeks during the choice period).

10.03(a)(3). After the above selection process is completed, management will make available, subject to the options above and advance submission of PS Form 3971, on a seniority basis, those choice period selection slots (choice period vacation weeks) that were not taken during the selection process. PPOs who choose successfully from these remaining choice vacation slots must have sufficient annual leave to cover the selection(s) at the time the leave is to be used.

(See Memo, Page 111.)

10.03(a)(4). Failure to Select a Choice Leave Period. Individual PPOs who do not select leave pursuant to the above procedures will be assigned an annual leave use period during the choice leave period for those hours of leave which are in

the “use or lose category”, in accordance with Subsection 10.03(a)(2).

10.03(b). Meeting with Union Representative. The designated Inspection Service manager in charge of the Security Force at the work facility will meet with the representatives of the Union to review local service needs as soon after October 15 as practical, but not later than November 1. The designated Inspection Service manager will then:

10.03(b)(1). Determine the amount of annual leave accrued to each PPO’s credit including that for the current leave year and the amount the PPO is expected to earn in the next leave year.

10.03(b)(2). Provide official notice to each PPO of the Security Force of the vacation schedule approved for that PPO. The leave schedule for the work facility will be posted as soon as possible but not later than December 15.

10.03(c). Selection of Annual Leave other than Choice Period. 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 procedures established in the work facility.

10.03(d). Advance Leave Commitment. All advance commitments for granted annual leave must be honored except in serious emergency situations.

10.03(e). Completion of Probationary Period. After the completion of the probationary period, a PPO will be given an opportunity to make a vacation selection in accordance with Section 10.03.

Section 10.04. Sick Leave.

The Employer agrees to continue the administration of the present sick leave program which will include the following specific terms.

10.04(a). Earned Credits. Credit PPOs with sick leave as earned.

10.04(b). Leave Options. Charge to annual leave or leave without pay (at PPO's option) approved absence for which the PPO has insufficient sick leave.

10.04(c). Change of Leave Status. PPOs becoming ill while on annual leave may have leave charged to sick leave upon request.

10.04(d). Employee's Certification. For period of absence of three (3) days or less, a supervisor may accept a PPO's certification as reason for absence.

(See Memo, Page 112.)

ARTICLE 11 HOLIDAYS

Section 11.01. Holidays Observed.

The following ten (10) days shall be considered holidays for full-time PPOs:

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

(See Memo, Page **113**.)

Section 11.02. Eligibility.

To be eligible for holiday leave pay, a PPO must be in a pay status the last hour of the scheduled workday prior to or the first hour of the scheduled workday after the holiday.

Section 11.03. Holiday Leave Pay.

11.03(a). A PPO shall receive holiday leave pay at the PPO's base hourly straight time rate for a number of hours equal to the PPO's regular daily working schedule, not to exceed eight (8) hours. PPOs who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave in lieu of holiday leave pay.

11.03(b). Holiday leave pay is in lieu of other paid leave to which a PPO might otherwise be entitled on a holiday.

Section 11.04. Holiday Worked Pay.

11.04(a). A PPO 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. PPOs who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive holiday leave pay to which the PPO is entitled as above described.

11.04(b). A PPO 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. PPOs who work their holiday, at their option, may elect to have their annual leave balance credited with up to eight (8) hours of annual leave or receive holiday leave pay to which the PPO is entitled as above described.

11.04(c). Deferred holiday leave credited in accordance with 11.04(a) or 11.04(b) above, will be subject to all applicable rules for requesting and scheduling annual leave and shall be combined with annual leave and counted as annual leave for purposes of annual leave carryover.

Section 11.05. Holiday on Nonworkday.

11.05(a). General Rule. When a PPO's scheduled nonworkday falls on a day observed as a holiday, the scheduled workday preceding the holiday will be that PPO's designated holiday except as stated in Subsection 11.05(b).

11.05(b). For PPOs Having Nonworkdays of Saturday and/ or Sunday. When a holiday falls on Sunday, the next scheduled workday will be observed as the designated holiday for PPOs whose nonworkday is Sunday. When a holiday falls on Saturday, the last preceding workday shall be observed as the designated holiday for PPOs whose nonworkday is Saturday.

Section 11.06. Holiday Schedule.

The Employer will determine the need for holiday coverage and shall post a schedule as of the Tuesday preceding the service week in which the holiday falls. To the extent special qualifications are not needed to meet service needs, PPOs who normally work on the day on which a holiday (or designated holiday) falls will be offered the first opportunity to work on the holiday on a voluntary basis by seniority. In situations where holiday work needs are not satisfied by the voluntary procedure described above, the Employer will make assignments of PPOs who normally work on that holiday (or designated holiday) by inverse order of seniority. Management will not require a bargaining unit PPO to work on a holiday or day designated as a holiday involuntarily in order to excuse a supervisor who does not wish to work the holiday or day designated as a holiday. Absent exigent or unanticipated circumstances, management will not require a bargaining unit PPO to work on a holiday or day designated as a holiday involuntarily due to absence of a supervisor. Management will inform the local Union representative of the reason(s) why management believes there is/are exigent or unanticipated circumstance(s). A PPO scheduled to work on a holiday who does not work shall not receive holiday leave pay, unless such absence is based on an extreme emergency situation and is excused by the Employer.

Section 11.07. Part-Time PPOs.

A PPO assigned to a work week of less than 40 hours shall not receive holiday leave pay as such. The PPO shall be compensated for the ten (10) holidays by basing the PPO's regular straight time hourly rate on the annual rate divided by 2000 hours. For work performed on December 25, such PPO shall be paid in addition to the PPO's regular straight time hourly rate, one-half (1/2) times the PPO's regular straight time hourly rate for each hour worked up to eight (8) hours.

ARTICLE 12 PROBATIONARY PERIOD AND SENIORITY

Section 12.01. Probationary Period.

12.01(a). Length of Probationary Period. The probationary period for a PPO shall be one hundred eighty (180) calendar days after the successful completion of the Postal Police Officer Basic Training Course. The probationary period shall be extended by one work day for each work day the PPO is absent from work due to illness, injury, or other causes. The Employer shall have the right to separate from its employ any probationary PPO at any time during the probationary period and those probationary PPOs shall not be granted access to the grievance procedure in relation thereto.

12.01(b). Falsification of Employment Application. The parties recognize that the failure of the Employer to discover a falsification or omission by any PPO in the employment application prior to the expiration of the probationary period shall not bar the use of such falsification or omission as a reason for discharge.

12.01(c). Rehire. When a PPO, who was separated from the Postal Service for any reason, is rehired the PPO shall serve a new probationary period.

12.01(d). Seniority Accrual. When a PPO completes the probationary period, the PPO shall be granted seniority rights as established in this Article.

Section 12.02. Seniority.

The Employer and the Union agree to the following seniority principles. These principles will establish the relative seniority standing among PPOs covered by this Agreement.

Section 12.03. Coverage.

These seniority rules apply to all PPOs for the purposes specifically enumerated in this Agreement.

Section 12.04. Responsibility.

Where practicable, an updated seniority list will be posted at each work facility every six (6) months indicating the relative seniority standing among PPOs permanently assigned to that work facility. If not practicable, such information will be made available to the Union, upon request.

Section 12.05. Definitions.

Seniority is computed from date of appointment to the position of a postal police officer (or its predecessor position) and continues to accrue so long as service is uninterrupted in such position(s). Seniority will be maintained on a Nation-wide basis.

12.05(a). Relative Standing. Relative standing on the seniority roster will be determined in the following order:

1. U.S.P.S. Security Force seniority;
2. Total career Postal Service time;
3. Other creditable Federal Service including military service;
4. 10 Point veteran; 5 Point veteran
5. Last four digits in PPO's social security number, whichever is lowest.

Section 12.06. Changes in Which Seniority Is Retained, Regained or Restored.

12.06(a). Reemployment After Disability Separation. On reinstatement or reemployment after separation caused by disability, retirement or resignation because of personal illness and the PPO so stated in the resignation and furnished satisfactory evidence for inclusion in the PPO's personnel folder, the PPO receives seniority credit for past service in a position covered by this Agreement for time on the disability retirement or for illness if reinstatement or reemployment is made within six months from the date of recovery.

12.06(b). Restoration. On restoration to a position covered by this Agreement after return from military service, or unjust removal, a PPO shall regain the same seniority rights as if the PPO had not been separated.

12.06(c). Returning PPOs. Return from any position in the Postal Service not covered by this Agreement on or after December 6, 1975 to a position covered by this Agreement and returns to the division the PPO left.

12.06(c)(1). Such PPO will begin a new period of seniority if the PPO returns from a position within the Postal Service except as provided in Subsection 12.06(c)(2) below.

12.06(c)(2). Upon involuntary reassignment of a Postal Service employee from a position not covered by this Agreement, except for disciplinary reasons, the PPO shall have seniority established after reassignment as the PPO's former seniority plus seniority for service in positions not covered by this Agreement. Seniority for service in positions not covered by this Agreement shall be included only if the PPO is reassigned

back to the bargaining unit within two (2) years.

12.06(c)(3). Upon involuntary assignment of a PPO to another Security Force facility such PPO shall not begin a new period of seniority.

Section 12.07. New Period of Seniority.

Except as specifically provided elsewhere in this Agreement, a PPO begins a new period of seniority:

12.07(a). Voluntary Transfers. When a PPO is voluntarily transferred from one Area to another, such PPO shall not begin a new period of seniority in such Area. In the event such PPO is voluntarily transferred back to the Area from which the PPO was transferred, effective the date of such transfer back, the PPO shall maintain seniority.

12.07(b). Reinstatement or Reemployment. Upon reinstatement or reemployment.

12.07(c). Transfer into Bargaining Unit Position. Upon transfer into a position covered by this Agreement.

ARTICLE 13 ASSIGNMENT OF ILL OR INJURED PPOs

Section 13.01. Introduction.

The Employer and the Union, recognizing the responsibility to aid and assist PPOs who, through a nonoccupational illness or injury, are unable to perform their regularly assigned duties, agree to the following provisions and conditions for reassignment to temporary positions within the bargaining unit for a period not to exceed 120 calendar days, which require duties the PPO is capable of performing effectively.

Section 13.02. Nonoccupational Illness or Injury.

A PPO, who as a result of a nonoccupational illness or injury is unable to perform the PPO's assigned duties, may voluntarily submit a request to be temporarily assigned to duties that the PPO is capable of performing. Such request shall be supported by a statement from a licensed physician, stating the PPO's specific medical limitations and the anticipated duration of the convalescence period. The Employer may request a further medical examination.

Section 13.03. Temporary Assignments.

The Employer will make a reasonable effort to honor such request based upon the availability of duties which the PPO is capable of performing effectively without injury or danger to the PPO or others and without diminishing the protection and safety of property, mail, or persons on the premises. The PPO must be able to wear the full uniform, use the assigned firearm and be able to respond to defend self and others. Nothing in this Article is intended to remove the Employer's right to determine the scheduling and feasibility of any temporary assignment within a work facility.

(See Memo, Page **116**.)

Section 13.04. Out-of-Schedule Pay.

In no case will the placement of an ill or injured PPO in a temporary assignment result in out-of-schedule pay.

Section 13.05. Permanent Reassignment.

If a PPO's nonoccupational illness or injury results in permanent inability to effectively perform assigned duties, the Employer will make a reasonable effort to honor a request for reassignment to another position in the Postal Service, the duties of which the PPO is capable of performing effectively without injury or danger to self or others.

Section 13.06. Disagreement Concerning PPO's Physical Condition.

The following procedures shall not apply to cases where the PPO's medical condition arose out of an occupational illness or injury. When there is a disagreement between the PPO's physician and the physician designated by the Employer concerning the PPO's medical condition and permanent inability to perform assigned duties of a postal police officer, the Employer and the Union agree to the following procedures. On the written request of the local union which must be received by the Employer within 30 days after the decision of the physician designated by the Employer, 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 by the Union and the Employer.

The Employer will provide the selected physician with all relevant facts including the job description and occupational requirements. The decision of the third physician shall be final as to the PPO's medical condition and permanent ability or inability to perform the assigned duties of a postal police officer. The costs of the services of the third physician shall be shared by the Union and the Employer.

Section 13.07. Occupational Illness or Injury.

A PPO who is partially disabled as a result of an occupational illness or injury shall be accorded such rights as are established pursuant to the Federal Employees' Compensation Act, and applicable regulations, including the provisions of the Employee and Labor Relations Manual.

ARTICLE 14 SAFETY AND HEALTH

Section 14.01. Responsibilities.

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

Section 14.02. Health Service.

The Employer will make health services available for the treatment of a job related injury or illness where it determines they are needed. This health service will be available from any of the following sources: 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 work facility.

Section 14.03. Cooperation.

The Employer and the Union insist on the observance of safety rules and safe procedures by PPOs and insist on correction of unsafe conditions. Machines, vehicles and vehicle equipment, and the workplace must be maintained in a safe condition. The Employer shall make available at each work site forms to be used by PPOs reporting unsafe and unhealthful conditions. Any grievance which has as its subject a safety or health issue affecting a PPO or PPOs 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 of contract grievances, at the request of the Union.

Section 14.04. Reporting Unsafe Conditions.

If a PPO believes the PPO is being required to work under unsafe conditions, which are of a purely local nature, the PPO may: a) notify the PPO's supervisor who will immediately investigate the condition and take corrective action if necessary; b) file a grievance (the affected PPO may have the local Union representative authorized to appeal grievances to Step 2 initiate such a grievance at Step 2 of the grievance procedure); and/or c) make a written report to the local labor-management committee. If the Union believes PPOs are being required to work under unsafe conditions, which are purely local in nature, the union may a) notify the affected PPOs' supervisor(s) who will immediately investigate the condition and take corrective action if necessary; b) file a class grievance, as defined in Article 15.03(a)(1), at Step 2 of the grievance procedure; and/or make a written report to the local labor-management committee.

Section 14.05. Labor-Management Meetings.

Safety and health are proper subjects for discussion at the regularly scheduled local labor-management committee meetings. Individual grievances concerning safety or health shall not be made the subject of discussion during the local labor-management committee meetings.

(See Memo, Page 118.)

Section 14.06. Special Conditions.

Whenever a health or safety condition of an urgent nature arises, the local Union representative will inform the Employer at the local facility of such a condition. If the Employer agrees that the condition is of an urgent nature, then the Employer will have the condition investigated as soon as possible. The report

of the Employer will be made available to the Union.

Section 14.07. Equipment.

It is the responsibility of the Employer to provide all PPOs with the equipment necessary to adequately perform their duties without endangering themselves or others.

Section 14.08. Safety Committees.

The Union may designate one representative to each local safety committee, or local Inspection Service safety committee, where PPOs are deployed and the designated PPO will be paid for time within assigned tour of duty.

ARTICLE 15 GRIEVANCE-ARBITRATION PROCEDURE

Section 15.01. Definition.

A grievance is defined as a dispute, difference, disagreement or complaint between the parties related to wages, hours, and conditions of employment within the terms and provisions of this Agreement. When a PPO covered by the terms of this Agreement or the Union believes that the Employer has violated the terms of this Agreement and that by reason of such violation the PPO's or the Union's rights arising out of this Agreement have been adversely affected, the PPO or the Union shall be required to follow the procedure set forth below in presenting the grievance.

Section 15.02. General Policy.

Grievances which are filed pursuant to this Article are to be processed and adjudicated based on the principle of resolving such grievances at the lowest possible level in an expeditious manner, insuring that all facts and issues are identified and considered by both parties. In the event that a grievance is processed beyond Step 1, the parties are responsible to insure all facts, issues and documentation are provided to their respective representatives at the next higher level of the grievance procedure. The parties further agree that, at any step in the grievance procedure, the steward or other Union representative shall have full authority to settle or withdraw the grievance in whole or in part. The Employer's representative, likewise, shall have full authority to grant, settle or deny the grievance in whole or in part.

Section 15.03. Grievance Procedure.

Step 1:

15.03(a)(1). The aggrieved PPO must discuss the grievance with the PPO's immediate supervisor or the replacement supervisor within fourteen (14) calendar days of when the PPO or the Union has learned or may reasonably have been expected to have learned of its cause. The PPO, if he or she so desires, may be accompanied by the PPO's steward. The PPOs' steward, certified as provided in Article 17, Section 17.02 of this Agreement, may also initiate a class grievance at Step 1 when the grievance concerns the complaint of more than one PPO. However, the aggrieved PPOs must be identified at the time the grievance is initiated. In a class grievance, the participation of the individual grievants is not required. A resolution reached as the result of a discussion at this step shall not be a precedent for any purpose.

15.03(a)(2). The supervisor shall render an oral decision stating the reason(s) therefor within ten (10) calendar days. The Union shall be entitled to appeal an adverse decision to Step 2 of the grievance procedure within ten (10) calendar days after receipt of the supervisor's decision. Such appeal shall be in writing, to the designated Inspection Service manager in charge of the work facility. That 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:

- a. Detailed statement of facts;
- b. Contentions of the grievant;
- c. Particular contractual provisions involved; and
- d. Remedy sought.

Step 2:

15.03(b)(1). The Inspection Service designated manager will meet with the steward or a union representative, designated in writing pursuant to Article 17.02, as expeditiously as possible, but not later than seven (7) calendar days after receipt of the appeal.

15.03(b)(2). At the meeting the steward or the Union representative will make a full and detailed statement of facts relied upon, contractual provisions involved, and remedy sought. The steward or the Union representative may also furnish written statements from witnesses or other individuals, if applicable. The Employer representative will also make a full and detailed statement of facts and contractual provisions relied upon. The parties' representative will also cooperate fully in the effort to develop necessary facts, including the exchange of copies of all relevant papers or documents.

15.03(b)(3). A decision by the Employer's representative shall be rendered within ten (10) calendar days after the Step 2 meeting. Any settlement or withdrawal of a grievance at Step 2 shall be in writing or shall be noted on the standard grievance form, but shall not be a precedent for any purpose. Where agreement is not reached the Employer's decision shall be in writing. It will include a full statement of the Employer's understanding of (a) all relevant facts, (b) the contractual provisions involved, and (c) the detailed reasons for denial of the grievance. If the parties are unable to resolve the grievance, the National President of the Union or designee shall be entitled to appeal in writing an adverse decision to Step 3 of the grievance procedure within twenty-one (21) calendar days after receipt of the Employer's decision. Any appeal of an adverse Step 2 decision shall be in writing to the designated Management representative at the designated

Grievance/Arbitration Processing Center. If the Union sends its Step 3 appeal to a Processing Center other than the designated Processing Center, this will not be considered a procedural defect. Such written appeal should include a copy of the Union's written appeal to Step 2. Omission of the written appeal to Step 2 when the Union appeals to Step 3 will not be considered a procedural defect.

Step 3:

15.03(c)(1). The Union's designee shall meet with the Employer's Area Labor Relations designee within twenty-one (21) calendar days of such appeal in an attempt to resolve the grievance. If the parties' designees meet in person, the parties will alternate designation of meeting sites, or the parties may agree to meet telephonically.

15.03(c)(2). A decision by the Employer shall be rendered within twenty-one (21) calendar days following this meeting. Such decision shall be in writing and state the reason(s) therefor. If the parties are unable to resolve the grievance, the National President of the Union or designee shall be entitled to certify in writing to the Employer at the designated Grievance/Arbitration Processing Center within thirty (30) calendar days after receipt of the Employer's decision any case the Union wants scheduled for arbitration. If the Union sends its arbitration appeal to a Processing Center other than the designated Processing Center, this will not be considered a procedural defect.

15.03(c)(3). If either party's Step 3 representative believes that a dispute between the Union and the Employer as to the interpretation of a provision of this Agreement is involved in the grievance, the parties at the national level will discuss the

alleged interpretive issue. If, after this discussion, either party's national representative determines the issue to be interpretive, a written notice detailing the specific contractual language in dispute, and the moving party's interpretation of that language will be sent to the designated Grievance/Arbitration Processing Center as notification of an appeal to Step 4 within fourteen (14) days of either party's decision to refer the dispute to Step 4. The grievance will be held in abeyance at Step 3 pending discussion at the national level or outcome of a national arbitration award on the interpretive issue in the grievance.

Step 4:

15.03(d). In any dispute filed at the national level or referred to this step properly pursuant to Article 15.03(c)(3), the parties at the national level will arrange to meet within thirty (30) days after such dispute is received at the national level to review the precise issue(s) involved and in an effort to reach agreement. The Union representative shall have authority to settle or withdraw the dispute in whole or in part and the Employer's representative shall have authority to grant or settle the dispute in whole or in part. The parties' Step 4 representatives may, by mutual agreement, return any dispute to Step 3 appealed to Step 4 from Step 3 where the parties agree no national interpretive issue is fairly presented. In such event, the Step 3 parties will meet within fifteen (15) days after the dispute is returned to Step 3. Thereafter, the time limits and procedures applicable to Step 3 grievances shall apply. If the Step 4 parties are unable to reach agreement, each will provide the other with a detailed written statement of its understanding of the specific issue(s) involved, and its views on interpretation/general application of the specific contract language in question. The Union may appeal the dispute to national arbitration within thirty days of the date the parties exchange their written statements. Any local grievances filed involving

the specific interpretive issue shall be held in abeyance at their current step pending outcome of the national interpretive dispute.

Section 15.04. Grievance Procedure — General

(See Letter, Page 119.)

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

15.04(b). The failure of the aggrieved PPO or 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 withdrawal of the grievance. Such withdrawal shall be without precedential value with respect to other grievances and/or arbitration proceedings. However, if the Employer fails to raise the issue of timeliness by Step 2, or at the step thereafter at which the Union fails to meet the prescribed time limits, such objection to processing of the grievance is waived. Once raised at the appropriate step, that timeliness issue need not be addressed again at subsequent steps.

(See Letter, Page 121.)

15.04(c). It is agreed that in the event of a dispute between the Union and the Employer as to the interpretation of this Agreement, or a dispute concerning an issue of general application, such dispute may be initiated as a grievance at Step 4 by the National President.

Section 15.05. Arbitration.

15.05(a). A request for arbitration must be submitted within the time limit for appeal as specified in subsection 15.03(c), Step 3, above.

15.05(b). The arbitrator's decision shall be final and binding. The arbitrator, if possible, shall render the award within thirty (30) days of the date of the hearing. All decisions of the arbitrator shall be limited to the terms and provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended or modified by the arbitrator.

15.05(c). All costs, fees and expenses charged by the arbitrator, including the cost of a transcript if requested by the arbitrator, will be shared equally by the parties.

15.05(d). Arbitration hearings shall be held during working hours. PPO witnesses shall be on Employer time when appearing at the hearing provided the time spent as a witness is part of the PPO's regular working hours. Requests from PPOs for voluntary temporary schedule changes for this purpose will not be denied unreasonably.

15.05(e). Any dispute as to arbitrability may be submitted to the arbitrator and be determined by the arbitrator. That determination shall be final and binding.

15.05(f). Contract Interpretation Cases.

15.05(f)(1). The parties shall select two arbitrators who shall serve as permanent arbitrators for the life of this Agreement, unless otherwise agreed by the parties. The permanent arbitrators shall decide all cases concerning contract interpretation disputes. The arbitrators should be selected as follows: The parties shall jointly request from the Federal

Mediation & Conciliation Service a panel of 6 arbitrators, who are National Academy of Arbitrator members, in the Washington, D.C. Metropolitan area. Each party shall additionally identify a list of 5 arbitrators. The arbitrators will be chosen by the alternate striking from this list of 16 arbitrators. The last two arbitrators remaining after each side has had seven strikes shall be the arbitrators. Following selection of the permanent arbitrators, the parties shall jointly notify the arbitrators in writing of their selection and appointment.

15.05(f)(2). Unless otherwise mutually agreed by the parties, contract interpretation cases shall be scheduled for hearing on a “first in-first out” basis. A contract interpretation case filed by the Union at the national level, alleging a violation of either Article 14, Article 19, or Article 33.01, will have priority scheduling for an arbitration hearing. Article 19 grievances may be scheduled, to the extent possible, so as to be heard prior to the implementation of the proposed change(s). Upon certification of a case for arbitration, the parties shall request the permanent arbitrators to submit to them a list of available hearing dates. Upon receipt of the list of available hearing dates, the parties shall mutually agree upon a date and advise the arbitrator in writing of the date selected. The arbitrator shall then set the matter for hearing on the date selected and shall so notify the Employer and the Union in writing.

15.05(g). Disciplinary and Contract Application Cases.

15.05(g)(1). The parties shall select a 3-member arbitration panel for each Area from a list of 15 names provided by the Federal Mediation & Conciliation Service for each Area. Such arbitrators shall be selected by the alternate striking from the list. In each case certified for arbitration, the

parties shall assign the case on a rotating basis to an arbitrator on the parties' panel of arbitrators within the Area in which the grievance arose. Unless otherwise mutually agreed, removal actions will be the first cases scheduled for hearing by the parties. Other cases will be scheduled on a "first in first out" basis and on the basis of the availability of the arbitrator and mutually acceptable dates, except that the union may designate three contract application cases per year for priority hearing by each panel.

15.05(g)(2). Following selection of an arbitrator, the parties shall jointly notify the arbitrator of the selection and appointment and request that the arbitrator submit to them a list of available hearing dates. Upon receipt of the list of available hearing dates, the parties shall mutually agree upon a date and advise the arbitrator in writing of the date selected. The arbitrator shall then set the matter for hearing on the date selected and shall so notify the Employer and the Union in writing. Arbitration of discipline and contract application grievances will be conducted onsite at the affected facility, to the extent physically possible.

ARTICLE 16 CORRECTIVE ACTION

Section 16.01. Administration.

In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. Except for serious misconduct which may warrant termination for the first offense (e.g., sale, possession or use of illegal drugs or assault on a superior), corrective action will be progressive. No PPO may be disciplined or discharged except for just cause such as, but not limited to, sale, possession, or use of illegal drugs or alcohol, insubordination, theft, 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.

The Employer will not accept a resignation in lieu of termination without notifying a PPO of their right to consult with a Union representative.

(See Memo, Page 122.)

Section 16.02. Discussions.

For minor infractions of work rules by a PPO, management has a responsibility to discuss such matters with the PPO.

Discussions of this type shall be held in private between the PPO 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 PPO

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 PPO's personnel folder. While such discussions may not be cited as an element of a prior adverse record in any subsequent disciplinary action against a PPO, they may be, where relevant and timely, relied upon to establish that PPOs have been made aware of their obligations and responsibilities.

Section 16.03. Formal Counseling.

For a minor offense, counseling in private shall be the method of dealing with that offense. Counseling is a private matter between the supervisor and the PPO. The supervisor and the PPO shall sign and date a written statement which acknowledges that the PPO was given a counseling and the reason(s) therefor. Grievances involving a formal counseling shall not be appealed beyond step 2 of the Grievance-Arbitration Procedure.

Section 16.04. 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.

(See Memo, Page 124.)

Section 16.05. Suspensions of 14 Days or Less.

In the case of discipline involving suspensions of fourteen (14) days or less, the PPO against whom disciplinary action is sought to be initiated shall be served with a written notice of the charges against the PPO. The PPO shall be further informed that the PPO will be suspended after not less than two (2) or more than twenty-one (21) working days. During

that period the PPO shall remain on-the-job or on-the-clock (in pay status) at the option of the Employer.

(See Memo, Page 125.)

Section 16.06. Suspensions of More Than 14 Days or Discharge.

In the case of suspensions of more than fourteen (14) days, or of discharge, any PPO shall, unless otherwise provided herein, be entitled to an advance written notice of the charges against the PPO 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 PPO shall remain on the rolls (non-pay status) until disposition of the PPO's case has been made 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 a 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 made either by settlement or through exhaustion of the PPO's MSPB appeal.

(See Memo, Page 128.)

Section 16.07. Arrest or Indictment for a Crime.

When there is reasonable cause to believe a PPO is guilty of a crime for which a sentence of imprisonment can be imposed, except as provided in Section 16.09, the advance notice requirement shall not apply and such a PPO may be immediately removed from pay status. If after further investigation or after resolution of the criminal charges against the employee, the Employer determines to return the employee to 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 pursuant to this Section.

Section 16.08. Emergency Suspension.

A PPO, except as provided in Section 16.09, may be immediately placed in an off-duty status (without pay) by the Employer, but remain on the rolls where the allegation involves intoxication, sale, possession or use of illegal drugs or alcohol, theft, or failure to observe safety rules and the Security Force regulations, or in cases where retaining the PPO on duty may result in damage to or loss of U.S. Postal Service property, loss of mail or funds, or where the PPO may be injurious to self or others. The PPO shall remain on the rolls (non-pay status) until disposition of the case has been made. If it is proposed to suspend such a PPO for more than fourteen (14) days or discharge the PPO, the emergency action taken under this section may be made the subject of a separate grievance.

Section 16.09. Veterans' Preference.

A preference eligible is not hereunder deprived of whatever rights of appeal such PPO may have under the Veterans' Preference Act; however, if the PPO appeals under the Veterans' Preference Act, the PPO will be deemed to have waived further access to the grievance-arbitration procedure beyond Step 3 under any of the following circumstances:

- a. If an MSPB settlement agreement is reached.
- b. If the MSPB has not yet issued a decision on the merits, but a hearing on the merits before the MSPB has begun.
- c. If the MSPB issues a decision on the merits of the appeal.

In the event the grievance of a preference eligible is due to be scheduled in accordance with Article 15.05 and the preference eligible has a live MSPB appeal on the same action, the parties

will not schedule the grievance for arbitration until a final determination is reached in the MSPB procedure. If the grievance is not waived under Section 16.09(a), (b), or (c) above, the case will be scheduled promptly for arbitration. Should the grievance ultimately be sustained or modified in arbitration, the preference eligible employee will have no entitlement to back pay under the National Agreement for the period from the date the case would have been scheduled for arbitration and the date it is actually scheduled for arbitration.

Section 16.10. Review of Discipline.

In no case may an immediate supervisor impose suspension or discharge upon a PPO unless the proposed disciplinary action by the immediate supervisor has first been reviewed and concurred in by the next higher level of supervision or designee.

ARTICLE 17 REPRESENTATION

Section 17.01. Stewards.

Stewards, who must be members of the bargaining unit at the individual work facility, may be designated for the purpose of investigating, presenting and adjusting grievances.

Section 17.02. Appointment of Stewards.

The union shall certify, by the local representative to the Inspector-in-Charge of the division in which the work facility is located, in writing, a steward or stewards and alternates for each work facility in accordance with the following guidelines:

17.02(a). Steward Formula. The number of stewards certified shall not exceed, but may be less than, the number provided by the following formula. In each facility there will be one steward authorized on each tour plus an additional steward for each 25 additional PPOs in a facility over the base number of 30 PPOs.

17.02(b). Alternate Stewards. The number of alternate stewards certified must not exceed the total number of stewards authorized for that work facility and those alternate stewards shall serve only in the absence of a certified steward or when the certified steward is not available to meet.

Section 17.03. The Rights of Stewards.

17.03(a). Investigate and Adjust Grievances. A steward shall be permitted, during the steward's regular tour, with the permission of the steward's immediate supervisor and

subject to business conditions, to leave the work assignment to investigate and adjust grievances or to investigate a specific problem to determine whether to file a grievance, within the confines of the work facility. Such requests shall not be unreasonably denied. The steward shall have the right to interview the aggrieved PPO(s), supervisors, and witnesses. In the event this necessitates the steward leaving the area of employment and entering another area of the work facility, the steward shall request and, shall not be unreasonably denied authorization from the supervisor in such other area the steward wishes to enter. When a grievant requests a union steward for grievance representation at a facility where there are no stewards, or the steward will not be available for more than a two-week period, the grievant may contact their Area National Union Representative and arrange for the Step 1 and/or Step 2 meeting to be conducted telephonically. The Area National Union representative will contact the appropriate management official to coordinate the time, date, and logistics for the telephonic meeting.

17.03(b). Request Information. The steward may request and shall not be unreasonably denied files and other records necessary for processing a grievance wherein it is determined by the supervisor that the requested records are not restricted within the regulations of the Postal Service, subject to business conditions concerning the time, place and manner of review.

17.03(c). Involuntary Transfer. The Employer will, subject to operational needs, make every reasonable effort to insure that a PPO certified as a steward shall not be involuntarily transferred to another tour or another work facility.

17.03(d). Pay for Grievance Processing. The Employer will authorize payment to a steward for time reasonably necessary, during the steward's regular workday and with the permission of the steward's immediate supervisor, to review the documents, files, and other records necessary for processing a grievance or determining if a grievance exists and to write a grievance.

17.03(e). Pay for Grievance Meetings. The Employer will authorize payment for the aggrieved PPO and one Union steward, at the Step 1 level and for one Union representative or a designee for time actually spent in meetings with the Employer at Step 2 of the Grievance-Arbitration Procedure. Payment, when applicable, will be limited to straight time rate, providing the time spent is part of the individuals' regular workday. The Union representative meeting at the Step 3 national grievance meeting will be authorized payment at the straight time rate for time actually spent at the meeting, if the meeting is held on the Union representative's regular work day. In no circumstances shall the PPO or steward, Union representative or a designee be paid time and one-half pursuant to this provision. Schedule changes for PPOs or Union representatives to attend grievance meetings shall not be unreasonably denied.

17.03(f). Inspection of Lockers. The Employer agrees that, except in matters where there is reasonable cause to suspect criminal activity, the PPO (if available), or a Union representative (if available), or a PPO and a Union representative if requested by the PPO, shall be given an opportunity to be present at any inspection of the PPO's locker. For a general inspection where PPOs have had prior notification of at least a week, the above is not applicable.

Section 17.04. Labor-Management Committee Meetings.

17.04(a). National Labor-Management Meetings. The Union shall be entitled to meet, at times mutually agreed to by the parties, with the designee of the Employer at the national level. The purpose of such meeting shall be to discuss with the Employer matters of mutual concern, provided that neither party shall attempt to change, add to, or vary the terms of this Agreement. The Employer will compensate one designated representative of the Union for time actually spent at the meeting at the applicable straight time rate, providing the time spent at such meeting is part of the PPO's regularly scheduled workday. Under no circumstances shall the PPO be paid time and one-half pursuant to this provision.

17.04(b). Local Labor-Management Meetings. The Union shall be entitled to meet quarterly at the local level with the Inspector-in-Charge or designee. The purpose of such meeting shall be to discuss with the Employer matters of mutual concern, provided neither party shall attempt to change, add to, or vary the terms of this Agreement. Payment to one designated representative of the Union, from each facility within a division, shall be made in accordance with Subsection 17.04(a) of this Article.

(See Memos, Pages **129** and **131**.)

Section 17.05. Dues Checkoff.

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 PPOs who are members of the 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 PPO on whose account such deductions are to be made. The Employer agrees to remit to the Union all deductions to which it is entitled fourteen (14) days after the pay period for which such deductions are made. Deductions shall be in such amounts as are designated to the Employer in writing by the Union.

Section 17.06. Authorization Form.

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

UNITED STATES POSTAL SERVICE

Date: _____

I hereby assign to **Postal Police Officers Association**, Alpha Code "C", 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
(Print last, first, middle)

Social Security Number

Home Address
(Street Address)

(City and State)

(Zip Code)

Postal Installation

Installation Finance Number

I Hereby certify that the regular dues of this organization for the above named member are currently established at \$_____ per biweekly pay period (based on 26 biweekly pay periods).

Signature and Title
of Authorized Union Official

Date

Date of Delivery to Employer

Signature and Title of Employer Representative

Contributions of gifts (including dues) to the labor organization shown above are not tax deductible as charitable contributions. However, they may be tax deductible under other provisions of the Internal Revenue Code. (Form to be revised to conform to P.S. Machine requirements as on SF 1187).

Section 17.07. Union Participation in New PPO Orientation.

During the course of employment orientation for new PPOs at the facilities, a representative of the Union will be afforded no more than 30 minutes to address new PPOs, provided that this provision does not preclude the Employer from addressing PPOs concerning the same subject.

Section 17.08. Polygraph Examinations.

Polygraph examinations will continue to be on a voluntary basis.

ARTICLE 18 NO STRIKE

Section 18.01. Union Responsibility.

The Union, on behalf of its members, agrees that it will not call a strike or sanction a strike or slowdown. The Union and its locals will take reasonable action to avoid such activity and where such activity occurs, immediately inform striking PPOs they are in violation of this Agreement and order said PPOs back to work. It is agreed that the Union and its locals which comply with the requirements of this Article shall not be liable for the unauthorized action of their members or other postal employees.

Section 18.02. Work Stoppage by Others.

Further, in recognition of the responsibilities of PPOs covered by this Agreement, PPOs will not refuse to perform their services due to the presence of or threat of any work stoppage or slowdown by any other employee of the U.S. Postal Service, its suppliers or contractors. Further, all PPOs will recognize their primary obligation to the Postal Service as the Employer and will carry out and perform all duties pertaining to the mission of the Security Force as directed by the Employer if there is any work stoppage or slowdown, either by employees of the U.S. Postal Service, its suppliers or contractors. All PPOs will perform their duties where there are picket lines for whatever purpose called or by whomever called, whether such picketing, including handbilling, is formal or informal.

ARTICLE 19 HANDBOOKS AND MANUALS

Section 19.01. Intent.

Those parts of all handbooks, manuals and published regulations of the Postal Service that directly relate to wages, hours or working conditions, as they apply to PPOs 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.

Section 19.02. Union Notification.

Notice of such proposed changes that directly relate to wages, hours or working conditions shall be furnished to the Union at the national level at least sixty (60) days prior to issuance. Such proposed changes will be furnished to the Union in hard copy and, if available, electronically. At the request of the Union, the parties shall meet concerning such changes. Such a meeting may include management representative(s) knowledgeable about the proposed change(s) and possible impact(s) on the PPOs. If the Union, after the meeting, believes the proposed changes violate this Agreement, 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 or changes.

Section 19.03. Copies to Union.

Copies of those parts of all new handbooks, manuals and regulations that directly relate to wages, hours or working conditions, as they apply to PPOs covered by this Agreement, shall be furnished the Union, at the national level, upon issuance.

(See Memo, Page **132.**)

**ARTICLE 20
PARKING**

Section 20.01. Existing Program.

The existing parking program will remain in effect.

ARTICLE 21 BENEFIT PLANS

Section 21.01. Health Benefits.

The method for determining the Employer bi-weekly contributions to the cost of employee health insurance programs under the Federal Employees Health Benefits Program (FEHBP) will be as follows:

- A. The Office of Personnel Management shall calculate the subscription charges under the FEHBP that will be in effect the following January with respect to self only enrollments and self and family enrollments.
- B. **For career employees on the rolls prior to April 5, 2014, the bi-weekly Employer contribution for self only and self and family plans is adjusted to an amount equal to 80% in 2013 and 2014, 77% in 2015, 76% in 2016, and 76% in 2017 of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management. For career employees hired on or subsequent to April 5, 2014, the bi-weekly Employer contribution for self only and self and family plans is adjusted to an amount equal to 77% in years 2013 through 2015, and 76% in 2016 and 2017, of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management.** The adjustment begins on the effective date determined by the Office of Personnel Management in January 2013, January 2014, January 2015, January 2016, and January 2017.
- C. The weight to be given to a particular subscription charge for each FEHB plan and option will be based on the number of enrollees in each such plan and option for whom contributions have been received from employers covered by the FEHBP as determined by the Office of Personnel Management.

- D. 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. To the extent permitted by law, the Employer shall permit employees covered by this Agreement to make their premium contributions to the cost of each plan on a pre-tax basis, and shall extend eligibility to such employees for the U.S. Postal Service's flexible spending account plans for unreimbursed health care expenses and work-related dependent child care and elder care expenses as authorized under Section 125 of the Internal Revenue Code.
- E. **For career employees on the rolls prior to April 5, 2014, the limitation upon the Employer's contribution towards any individual employee shall be 83.5% in 2013 and 2014, 80.25% in 2015, 79.25% in 2016 and 2017 of the subscription charge under the FEHBP in 2013, 2014, 2015, 2016, and 2017. For career employees hired on or subsequent to April 5, 2014, the limitation shall be 80.25% for years 2013 through 2015, and 79.25% for 2016 and 2017.**

Section 21.02. Life Insurance.

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

Section 21.03. Retirement.

The provisions of Chapter 83 or 84 of Title 5 U.S. Code, and any amendments thereto, shall continue to apply to employees covered by this Agreement.

Section 21.04. Injury Compensation.

PPOs 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.

Section 21.05. 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 brochure of the Union signatory to this Agreement which represents the craft in which the employee is to be employed.

ARTICLE 22 BULLETIN BOARDS

Section 22.01. Separate Bulletin Boards.

At each work site under control of the Employer where PPOs covered by this Agreement are employed, the Employer shall furnish a separate bulletin board for the exclusive use of the Union, if space is available. The Employer will determine the location of the bulletin board. The location of the bulletin board is a proper subject for discussion at local labor-management meetings. In addition, the Union may place their literature racks, which have been approved by the Employer at the national level, in swing rooms, if space is available.

(See Memo, Page **133** and Letter, Page **135**.)

Section 22.02. Suitable Postings.

Only suitable notices and literature may be posted on the bulletin board. There shall be no posting of notices or literature on such bulletin board except upon authority of officially designated representatives of the Union.

**ARTICLE 23
RIGHTS OF UNION OFFICIALS
TO ENTER WORK FACILITIES**

Section 23.01. Notice to Employer.

Upon reasonable notice to the relevant Manager Postal Police Division/Manager Postal Police Facility, duly authorized representatives of the Union shall be permitted to enter postal facilities and Security Force swing room/locker room areas for the purpose of performing and engaging in official Union duties and business related to the Collective Bargaining Agreement. There shall be no interruption of the work of employees due to such visits and representatives shall adhere to established security regulations.

ARTICLE 24 EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS

Section 24.01. Determination of Continuation of Benefits.

Any PPO on leave without pay to devote full-time or part-time service to the Union signatory to this Agreement shall be credited with step increases as if the PPO had been in a pay status. Retirement benefits will accrue on the basis of the PPO's step so attained, provided the PPO 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 24.02. Leave for Union Conventions.

Full-time PPOs in the Security Force will be granted annual leave or leave without pay at the election of the PPO to attend a National Convention provided that a request for leave has been submitted by the PPO to the designated Inspection Service manager in charge of the Security Force at that work facility thirty (30) days in advance and provided that approval of such leave does not seriously adversely affect the service needs of the work facility. National level union officials/representatives shall not be denied leave for Union Conventions.

Section 24.03. Leave Prior to Choice Vacation Schedule.

If the request is submitted prior to the determination of the vacation schedule, it will be granted prior to making commitments for vacations and will be considered part of the total vacation plan for the work facility. Where the specific

delegates to the Convention have not been determined, upon the request of the Union, the Employer will make provision for leave for these delegates prior to making commitments for vacations.

Section 24.04. Requests for Leave Without Pay.

A PPO may request leave without pay to devote full-time or part-time service to the Union signatory to this Agreement by submitting to the PPO's immediate supervisor a fully completed PS Form 3971, including the number of hours requested and the month, day and hour that the leave would start and end. Such requests shall be submitted a minimum of twenty-four (24) hours in advance of the start of the requested period of leave without pay. The Employer recognizes that in exceptional circumstances a Union official may make an oral request for the above-described leave less than twenty-four (24) hours in advance of the start of such leave. The Employer will make every reasonable effort to grant such exceptional requests.

ARTICLE 25 HIGHER LEVEL AND SPECIAL ASSIGNMENTS

Section 25.01. Pay Administration.

When a bargaining unit PPO is assigned to a ranked higher level non-bargaining unit position, the PPO shall be paid at the higher level for time actually spent on such job. Under no circumstances will a PPO suffer loss of pay as a result of such higher level assignment.

Section 25.02. Leave Pay.

Annual leave or sick leave for a PPO who has been assigned to a higher level position for a period of 30 consecutive workdays or longer at the time the leave is taken, and who resumes that assignment upon return to work, will be paid at the higher level rate.

Section 25.03. Application for Assignment.

The Employer will solicit applications from PPOs at each work facility who are interested in serving in higher level assignments. The Employer shall select the applicants deemed qualified and establish a list of such PPOs at each work facility. The number of PPOs selected at each work facility will be determined by the Employer based on the anticipated need to assign PPOs to higher level positions. The Employer will make a reasonable effort to make higher level assignments on an equitable basis. The Employer will not require bargaining unit PPOs to cover higher level supervisory assignments involuntarily except as provided in Article 25.04 below.

Section 25.04. Other Employer Assignments.

When it is necessary, the Employer may assign a bargaining unit PPO to a ranked higher level non-bargaining position, notwithstanding the above procedure. The Employer will not require bargaining unit PPOs to cover higher-level supervisory vacancies involuntarily absent exigent circumstances. Such circumstances will be explained to the local Union representative in the event the Employer determines there is a need to require a bargaining unit PPO to cover a higher level supervisory assignment involuntarily.

Section 25.05. Special Assignments.

When the Employer identifies the need for the establishment of an assignment which requires certain special skills, qualifications or training, the following principles will be used:

- a. Announcement of such special assignment shall be posted in accordance with the requirements of Article 32.08(a).
- b. Selection will be made on the basis of the best qualified applicant. Where there is no appreciable difference in the qualifications of the best qualified applicants and the Employer selects from among such applicants, seniority shall be the determining factor.
- c. There may be on-the-clock training for the senior qualified PPO when there are no otherwise qualified PPO currently possessing these skills.
- d. The Union, at the local level, shall be advised of the special assignment and its recommendations concerning the special qualifications will be considered prior to the announcement of the special assignment.

Section 25.06. Temporary Assignments to Higher Level Positions Outside the Bargaining Unit.

Temporary assignments to higher level positions outside the bargaining unit shall be in accord with the applicable provisions of ***Employee and Labor Relations Manual***, Chapter 4, Pay Administration.

ARTICLE 26 UNIFORMS

Section 26.01. Uniform Allowance.

26.01(a). New Eligible PPOs. Effective **April 5, 2014**, a new eligible PPO entering the Uniform Program will receive a credit to the PPO's allowance in the amount of **\$747**.

26.01(b). All Other PPOs. Effective **April 5, 2014**, the annual allowance for all other eligible PPOs shall be in the amount of **\$396** per annum.

Section 26.02. Uniform Program.

The administration of the uniform program will be continued. The Union may make recommendations concerning uniforms only at regularly scheduled national level labor-management meetings. The Employer will take such recommendations into consideration when making changes to the uniforms.

Section 26.03. Postal Police Retired Credentials.

Upon the retirement of a PPO with a minimum of five years in the PPO craft, in recognition of service provided to the Postal Service, the PPO shall be provided with the identification portion of his/her credentials with the word "RETIRED" perforated or otherwise marked on the identification portion of the credentials.

ARTICLE 27 EMPLOYEE CLAIMS

Section 27.01. Procedure.

Subject to a ten dollar (\$10) deduction, a PPO may file a claim within fourteen (14) days of the date of loss or damage or the discovery of the loss or damage and be reimbursed for loss or damage to the PPO's 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 PPO's employment while on duty or on postal premises. The possession of the lost or damaged property must be reasonable or proper under the circumstances, and damage or loss was not caused by a negligent or wrongful act of the PPO. Loss or damage will not be compensated because of normal wear or tear associated with day-to-day working conditions. Claims for damage to a privately owned motor vehicle caused by an act of the Postal Service may be filed in accordance with the procedures of the Federal Tort Claims Act, as set forth in Part 250 of the ***Administrative Support Manual*** (ASM).

Section 27.02. Submitting Claims.

Claims (other than those filed by a PPO under the Federal Tort Claims Act) should be documented and submitted 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 recommendations, to the designated office for determination. An adverse determination may be appealed through the Grievance-Arbitration Procedure.

ARTICLE 28 MONEY CLAIMS BY THE EMPLOYER

Section 28.01. Intent.

The parties agree that continued public confidence in the Postal Service requires the proper care and protection of Postal Service property, funds, and the mails. Within fourteen (14) days of the date of any loss or damage or the discovery of any loss or damage to Postal Service property, funds or the mails, the PPO will be informed in writing of the Employer's intent to determine if the PPO will be held financially liable for any loss or damage. When such a determination is made, the PPO will be informed in writing and the demand must include the reasons therefor.

Section 28.02. Damage to USPS Property.

A PPO shall be financially liable for any loss or damage to property of the Employer including leased property and vehicles when the loss or damage was the result of the gross negligence of such PPO.

Section 28.03. Collection Procedures.

Any amount due the Employer may be collected through payroll deductions not to exceed 15% of the PPO's bi-weekly disposable pay unless the Employer and the PPO agree to another method of payment.

ARTICLE 29 LIMITATION ON REVOCATION OF DRIVING PRIVILEGES

Section 29.01. Revocation or Suspension of Driving Privileges.

A PPO's driving privileges may be revoked or suspended when the on-duty record shows that the PPO is an unsafe driver.

Section 29.02. On Duty Record.

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

Section 29.03. Factors to be Considered.

When revocation or suspension of a PPO's driving privileges is under consideration, based on the PPO's on-duty period, the PPO's off-duty driving record may be considered in making a final determination. A PPO's driving privileges will be automatically revoked or suspended concurrently with any revocation or suspension of the state driver's license and restored upon reinstatement. Reasonable effort will be made to reassign such PPO to non-driving duties in positions covered by this Agreement. In the event such revocation or suspension of the state driver's license is with the condition that the PPO may operate a vehicle for employment purposes, the PPO's driving privileges will not be automatically revoked.

Section 29.04. PPO's Responsibility.

A PPO must inform the PPO's supervisor immediately of the revocation or suspension of the state driver's license.

ARTICLE 30 REIMBURSEMENT FOR AUTHORIZED TRANSPORTATION

Section 30.01. Travel, Subsistence and Transportation.

The Employer shall continue the applicable current travel and subsistence program. PPOs will be paid a mileage allowance at the rate provided by the USPS Methods Handbook F-15, ***Travel and Relocation***, for use of privately owned automobiles for travel on official business when authorized by the Employer.

Section 30.02. Travel Between Work Sites.

Provided such travel between work facilities or between work sites within a work facility has been duly authorized by the Employer, a PPO will be entitled to necessary travel time on-the-clock on a no gain, no loss basis, and to reimbursement for transportation expenses in accordance with the Handbook F-15, ***Travel and Relocation***, if transportation is not provided by the Employer, when:

30.02(a). The PPO is regularly scheduled to work at more than one work facility or work site within a work facility during a single tour of duty without a break in duty status, except for normal lunch periods, or,

30.02(b). The PPO reports to a work site as scheduled and is directed to report to another work facility or work site within a work facility during a single tour of duty. If transportation is not provided by the Employer, such PPO is only entitled to reimbursement for transportation expenses in accordance with the Handbook F-15, ***Travel and Relocation***, to return to the PPO's original reporting work facility or work site within a work facility at the completion of the tour, or to the PPO's residence, whichever is

less. This provision is not applicable if the PPO is regularly scheduled to the different work facility or work site within a work facility.

ARTICLE 31 UNION-MANAGEMENT COOPERATION

Section 31.01. Membership Solicitation.

The Union, through PPOs employed by the Employer at a work facility, may solicit PPOs for membership in the Union and receive Union dues from PPOs in non-work areas of that facility, provided such activity is carried out in a manner which does not interfere with the performance of assigned duties and responsibilities.

Section 31.02. Information Provided by the Employer.

The Employer shall furnish the Union at the national level, on an accounting period basis, the information set forth in the Memorandum of Understanding containing information regarding Article 31.

(See Memo, Page **140**.)

Section 31.03. Union Information Requests.

Requests for information relating to purely local matters should be submitted by the local Union representative or the Area National Representative to the designated manager at the local facility. All other requests for information shall be directed by the National President of the Union or designated member(s) of the Union's Executive Board to the Vice President of Labor Relations or designee.

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 to reimburse the USPS for any costs reasonably incurred in obtaining the information. The Union's step 3 representative may make information requests, dealing with a pending grievance, in writing, to the appropriate local management officials where the information is necessary to determine whether to continue to process the pending grievance.

(See Memo, Page **142**.)

ARTICLE 32 SCHEDULES (TOURS AND DAYS OFF)

Section 32.01. The Nature and Scope of Security Coverage Required.

The complement and number of assignments by tour and work facility, and the schedules needed will be determined by the Employer. In order to fulfill the primary mission of providing security for the mail, postal employees, customers, and postal facilities, the parties recognize the need of the Employer to retain mobility of personnel.

Section 32.02. Temporary Assignments.

As operational needs require, a PPO may be temporarily assigned to another schedule or work facility. Such temporary assignments should be kept to a minimum consistent with operational needs. In no event should an individual PPO's temporary assignment be continued for more than ninety (90) calendar days. Where the Employer determines a choice of preferred schedules is available, the Employer will assign the least senior PPO(s) within this group of preferred schedules to the temporary assignment. The Employer may also consider volunteer(s) for temporary assignments.

Section 32.03. Reassignment of Existing Preferred Schedules.

Should operational needs require permanent assignment to another individual preferred schedule (IPS), such assignment shall be of the least senior PPO having the affected IPS. If the PPO with the affected IPS is senior to another PPO on the affected tour, the affected PPO shall have the right to assume the least senior PPO's IPS. If the senior PPO elects to assume

the least senior PPO's IPS, the least senior PPO on the affected tour will assume the permanent assignment (replacement IPS) to the other schedule.

Reassignments as provided in this Section to a replacement IPS will not require posting of the schedules.

The views of the Union will be considered prior to the reversion of an encumbered IPS.

Section 32.04. Assignment of Least Senior PPO.

Should operational needs require assignment to another work facility, such assignment shall be of the least senior PPO in the affected work facility.

Section 32.05. Individual Preferred Schedule.

Full-time PPOs permanently assigned to a work facility may bid for an individual preferred schedule (IPS) at that work facility. An IPS shall be defined as a particular tour within a particular work facility with regularly scheduled days off or a regularly recurring cycle of days off which is preferred by a PPO eligible to bid.

Section 32.06. Posting or Reverting Vacant and New Individual Preferred Schedules.

32.06(a). Vacant Individual Preferred Schedule. When a vacancy occurs on an existing individual preferred schedule (IPS), the vacant IPS shall be posted at that work facility, unless it is reverted. The decision as to whether to revert should be made as soon as possible, but not later than twenty-eight (28) days after the vacancy occurs. The local Union representative may provide input before a decision

is made. If the vacant IPS is reverted, the Union shall be so informed.

32.06(b). New Individual Preferred Schedule. When a new individual preferred schedule (IPS) is created, the IPS shall be posted.

32.06(c). Exception. The provisions of this Section are not applicable to reassignments under provisions of Section 32.03 above.

Section 32.07. Posting and Selection.

A notice stating the individual preferred schedule (IPS) and soliciting bids for such IPS shall be posted for seven (7) days. The senior qualified PPO bidding for the IPS shall be designated the successful bidder within five (5) days after the close of bids, and the PPO will normally assume the new IPS no later than the start of the second pay period after it was awarded. Normally, the successful bidder shall work the IPS as posted. A PPO may be designated as the successful bidder no more than five (5) times during the duration of this Agreement, except this number will not include successful bids when a PPO's IPS is reverted. A PPO not having an IPS will be assigned a schedule by the Employer.

Section 32.08. Bidding Procedures.

32.08(a). Information on Notices. A notice soliciting bids for an individual preferred schedule will contain the following information:

1. The work facility.
2. Tour.
3. Hours of duty.
4. Fixed days off.
5. Closing date for acceptance of bids.

32.08(b). Standard Bid Form. The Employer shall provide a standard form to be used by bidders (**PS Form** 1717 or equivalent). Posted notices shall inform bidders of convenient locations from which to obtain bid forms.

32.08(c). Worksite Information. The worksite for the preferred schedule, as of the date of posting, will be added by the Employer for informational purposes only.

ARTICLE 33 REASSIGNMENTS

Section 33.01. Principles of Reassignments.

A primary principle in effecting reassignments will be that dislocation and inconvenience to PPOs in the work force shall be kept to a minimum consistent with the needs of the Employer. Reassignments will be made in accordance with this Article. The Union, at the national level, will be given advance notice at least ninety (90) days prior to the closing of any Security Force facility or worksite (as currently defined by the Employer). The views of the Union shall be given consideration prior to the final decision to close any Security Force worksite or facility.

(See Page **143**.)

Section 33.02. Excessing and Relocation.

Where excess PPO(s) are determined to exist at a work facility, the Employer shall offer to all PPO(s) assigned to that work facility the opportunity to voluntarily transfer to vacant positions in such other work facility(s) within the Area, or elsewhere within the bargaining unit if necessary, as the Employer designates, if any such vacant positions exist. After exhausting such voluntary reassignments, should excess PPO(s) still exist, permanent reassignment to another work facility(s) where vacant positions exist, shall be by the senior excess PPO(s) in the affected work facility in order to offer excess PPO an opportunity for continued employment. The Employer will pay the expenses of relocation in accordance with the **Handbook F-12**, and the PPO will be reassigned at present grade level and without loss of seniority.

Section 33.03. Reassignment of Least Senior PPO.

Should operational needs require permanent reassignment to another work facility, such reassignment shall be of the least senior PPO in the affected work facility. The Employer will pay the expenses of relocation in accordance with the **Handbook F-12**, and the PPO will be reassigned at present grade level and without loss of seniority.

Section 33.04. Voluntary Reassignment.

33.04(a). Transfer Request. Any PPO may request voluntary reassignment to any work facility within the bargaining unit where vacant positions exist. If the requesting PPO has a satisfactory work record (including work performance, attendance and safety record) and meets the qualifications for the position such requests shall be granted before the consideration of new hires subject to operational needs at both facilities. When vacant positions exist within an Area which are not designated for excess PPO(s) nor scheduled for reversion, the Employer may post such vacant positions for a fifteen (15) day period throughout the bargaining unit for eligible PPO(s) to apply for such vacant positions. If selection among PPOs requesting voluntary reassignment is necessary, seniority will be used. Voluntary transfers will be at the PPO's own expense.

33.04(b). Mutual Exchange Request. PPOs from different Security Force facilities may request mutual exchanges. A PPO who wishes a mutual exchange is responsible to find another PPO interested in exchanging facilities. Mutual exchanges will be at the PPOs' own expense. Both PPOs will retain their respective bargaining unit seniority dates. Work record and qualification requirements applicable to transfer requests apply to mutual exchange requests.

Mutual exchange requests meeting these requirements will not be unreasonably denied. The requesting PPOs and their respective Managers, Postal Police will determine mutually the PPOs' reporting date at their new facilities. A mutual exchange shall not be considered the filling of a vacancy.

Section 33.05. Request for Return Reassignment.

33.05(a). Retreat. A PPO excessed from a work facility may submit a request for voluntary reassignment back to that work facility. Such request shall receive first consideration, for two years from the date of the reassignment prior to filling of any future vacancies at that work facility.

33.05(b) Recall. Subject to the provisions of the preceding subsection (a) and to the provisions of this Agreement governing seniority, schedules, and bidding, any PPO who has left the bargaining unit because of excessing from a security force work facility during the life of this Agreement shall be placed on a recall list for their former security force work facility and shall be entitled to remain on such list for two years after leaving the bargaining unit. Such employees shall keep the Employer informed of their current address. Employees on the list shall be notified in order of their former PPO seniority of any vacant assignments in their former security force work facility. A preference-eligible will be accorded no recall rights greater than non-preference-eligible employees 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 the Union's National President. An employee so notified must acknowledge receipt of the notice and advise the Employer

of his or her intentions within five business days after receipt of the notice. If the employee accepts the position offered, he or she must report for work within 28 days after receipt of notice. If the employee fails to reply to the notice within five business 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 or does not have a satisfactory reason for failure to reply to a notice, the employee shall be removed from the recall list.

33.05(c). Priority. The provisions of this section shall be applied prior to the consideration of requests for voluntary reassignment.

Section 33.06. Reassignments in Certain Work Facilities.

For the purpose of reassigning PPOs excess to the needs of a work facility, all work facilities in the New York Division will be treated as a single "Work Facility."

Section 33.07. Failure to Qualify with a Firearm.

33.07(a). PPOs are required to qualify with authorized weapons as specified in the **Handbook IS-135, *Threat Management***. The authorized carriage of the firearm while on duty is an essential element of the position and failure to qualify will result in disqualification from employment as a PPO. The Employer recognizes the need to assist qualified PPOs who fail to qualify by offering the PPO the opportunity for continued employment in the Postal Service.

33.07(b). The Employer will place qualified PPOs into positions within the Postal Service, within the commuting area of the PPOs, assigned facility, provided (1) the PPO has not been suspended from duty for attendance or disciplinary reasons within the two year period preceding the disqualification date, and (2) the PPO is qualified for the postal position offered to the PPO at the postal facility.

33.07(c). Reassignment to a position in another bargaining unit shall be consistent with appropriate postal regulations and under the terms and conditions of the current collective bargaining agreement governing the offered position.

Section 33.08. Employment Protection.

33.08(a). Coverage. No full-time PPO employed in the bargaining unit prior to April 9, 1999, will be involuntarily removed from employment within the Postal Service because of a reduction of security service during the life of this Agreement.

33.08(b). Procedure. Pursuant to Subsection 33.08(a), the Employer may reassign a PPO employed in the bargaining unit prior to April 9, 1999, within the bargaining unit, or if no appropriate vacancies exist within the bargaining unit, such PPO(s) will be assigned to positions within the Postal Service, for which the PPO is qualified. Reassignments within the bargaining unit will be in accordance with Sections 33.02 and 33.03 of this Article. Reassignments to other positions within the Postal Service, for which the PPO is qualified, will be made in the inverse order of bargaining unit seniority, subject to the applicable Veterans' Preference regulations, and consistent with appropriate postal regulations and the terms and conditions of the current collective bargaining agreements governing those positions. The salary rate protection program will apply to these PPOs.

(See Memo, Page 147.)

ARTICLE 34 TRAINING

Section 34.01. Training.

The Employer and the Union recognize the benefits derived from in-service refresher training courses for PPOs and the Employer will endeavor to provide such training, as appropriate, with due consideration for operational requirements. The Union shall have the right to submit its views and opinions regarding the types of training programs at labor-management meetings.

ARTICLE 35 EMPLOYEE ASSISTANCE PROGRAM

Section 35.01. Employee Assistance Program (EAP).

Program of Self-Help. The Employer and the Union express strong support for the program of self-help. The Employer shall provide and maintain a program which shall encompass the education, identification, referral, guidance and follow-up of those PPOs afflicted by the disease of alcoholism and/or drug abuse. When a PPO is referred to EAP by the Employer, the EAP counselor will have a reasonable period of time to evaluate the PPO's progress in the program. Consistent with the provisions of the ELM, Section 870, communications between a PPO and an EAP counselor shall be confidential.

Section 35.02. PPO's Participation.

A PPO's participation in such program will be considered favorably in disciplinary action proceedings, if the disciplinary action occurred after the date when the PPO began voluntary participation in the program. The EAP counselor must also certify that the PPO has been cooperating and following the agreed upon program of self-help.

Section 35.03. National Labor-Management Committee.

The existing EAP program and new programs may be the subject of discussion at the national labor-management meetings.

ARTICLE 36 SEPARABILITY

Section 36.01. Separability.

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

Section 36.02. Savings.

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

ARTICLE 37 DURATION

Section 37.01. Effective Date and Duration.

The Agreement, effective **April 5, 2014**, unless otherwise provided in the **April 1, 2014** interest arbitration award referenced in the Preamble to this Agreement, shall remain in full force and effect to and including 0000 hours (midnight), **April 14, 2017**, and unless either party desires to terminate or modify this Agreement, for successive annual periods. The party demanding termination or modification of this Agreement must serve written notice of such intent to the other party not less than ninety (90) nor more than one hundred twenty (120) days before the expiration date of this Agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Committee for the Transformation of the Postal Security Force

It is critical for both parties to resolve a fundamental disagreement over the status and duties of the existing PPO force, all members of which serve in one job description and a single pay grade. The Inspection Service claims that the PPO's principal responsibility is building security so that private sector pay comparability should be based on security guard status. The PPOA takes the position that PPOs conduct police duties similar to those of their federal uniformed counterparts, many of whom are considered Police (0083 Series) as defined in the OPM Grade Evaluation Guide, and thus argues for pay comparability to federal police personnel. There are elements of truth in both positions.

Over time, three distinct roles within the postal security spectrum have emerged: strictly fixed post building security work limited to a particular facility (duties previously performed by PPOs and now largely performed by unarmed contract security guards), traditional PPO duties that include emergency responses and fixed, mobile, and foot posts at urban, airport, and other high-value Postal Service locations, and finally, more mobility, emergency response, community policing, and carrier patrol functions in higher-crime areas. The parties have expressed a fundamental disagreement over where PPOs fall on this spectrum.

The current PPO force performs a mixture of both building security and police duties, with some PPOs devoted predominantly to building security and others to broader street patrol and carrier protection. The PPOA has asserted that, more frequently, Postal Police are expected to perform the latter category of duties, without commensurate compensation or federal police status. The Panel believes that the underlying dispute between the parties cannot be resolved without the parties engaging in a frank and honest dialogue as to the kind of security force the Inspection Service needs going forward. This will necessitate a delineation and forecast of duties that are and will be needed, particularly as the Postal Service enters ever more deeply into the parcel and package delivery business.

Simultaneously, the Postal Inspection Service has experienced pressure to explore consolidation of the Inspection Service with the Office of the Inspector General and the contracting out of the entire postal police function, given its cost. The two-tier wage structure endorsed by the Board of Interest Arbitration is a suggested or possible first step in eventually reducing unit labor costs in the overall PPO unit. However, it is largely meaningless so long as PPOs are hired internally.

It is in the best interest of both parties to resolve these issues as they work toward a cost-effective Postal Police force that best meets the varied security needs of the Postal Service. To that end, the parties have agreed to jointly create a Committee to explore these issues, in accordance with these terms:

- 1. The USPS and the PPOA will each appoint up to four members within 30 days of the date of the Opinion and Award to which this Memorandum of Understanding is attached.**

- 2. The Committee will issue recommendations on the below-listed issues to the parties within six (6) months of the date of the Opinion and Award. The parties may extend this deadline by mutual agreement.**
- 3. The Committee will consider and make recommendations on the following issues (and any other relevant considerations that may arise):**
 - a. The creation of a new position and grade within the PPOA bargaining unit to encompass more expanded duties;**
 - b. The exploration of ways to expand duties within the existing grade;**
 - c. If the Committee finds a new position and grade appropriate or finds it appropriate to reevaluate or expand duties within the existing grade and position:**
 - (1) The duties, work rules, and responsibilities of the new position, and/or any expanded duties and applicable work rules for the existing position;**
 - (2) Job qualifications;**
 - (3) Training; and**
 - (4) Compensation.**
 - d. The appropriateness of internal versus external hiring for the current Grade 6 PPO position in light of the two-tier wage structure awarded by the Board of Interest Arbitration.**
- 4. If the Committee is unable to agree on recommendations or agree to extend the six-month deadline, the parties will enlist the services of the Chairman of the Board of Interest Arbitration, James Oldham, for mediation. As the Panel noted in its decision, in the end, it cannot dictate to the**

Inspection Service the kind of security force it needs or wants going forward nor can it dictate to the union a division of the bargaining unit. Ultimately, the decision rests with the parties and the formation of this Committee is simply to foster a thorough discussion of the issues for purposes of making a recommendation to the Inspection Service.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Exercise of Authority

It is hereby agreed between the United States Postal Service and the **Postal Police Officers Association** that applicable references to “employee” or “employees” shall be “Postal Police Officers” (hereinafter referred to as “PPO(s)”).

It is also agreed that in order to provide an additional safety factor for the PPOs, the Postal Service will continue to provide new decals for the Security Force vehicle doors and offices, which will be changed to indicate “Postal Police,” rather than “Security Force.”

In addition, the parties to this Agreement mutually agree that none of the changes to the language of this Agreement, including the changes from “employee(s)” to “PPO(s)” and the change in the vehicle and office decal from “Security Force” to “Postal Police,” shall be construed as a modification or increase or decrease in the PPOs’ authority as conferred by statute and regulations.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Schedule Changes

The parties agree that for the life of this Agreement, notwithstanding Article 8.02(c), the Employer will retain the existing consecutive work hours for the permanent schedule of full-time PPOs (for example, 8 within 8-1/2 hours), unless the Employer, at the local level, provides the local Union with operational justification for any proposed change (except in emergency circumstances). Such justification shall be in writing and shall be provided at least 45 days prior to the start of the proposed change, and a copy of the notice and justification shall be provided simultaneously to the representative of the Inspection Service at the national level, who will forward a copy to the National Union President.

After receiving the Employer's operational justification, the Union may then request a labor-management meeting at the divisional level to discuss the impact of the proposed schedule change on the PPOs. The parties will meet within 15 days of the date of the notice. If the Union, after the divisional level labor-management meeting, still believes that the proposed schedule change is not for justifiable operational needs it may request that the proposed schedule change be discussed at the national level labor-management meeting.

This Memorandum of Understanding expires at 12 midnight on April 14, 2017.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Alternative Work Schedules

The USPS and the **Postal Police Officers Association** agree to **continue to** explore the implementation of a pilot program utilizing an alternative work schedule (AWS).

The implementation of an alternative work schedule is contingent upon the **PPOA** first establishing the feasibility of operating an alternative schedule at the chosen facility in an acceptable manner to the Employer. Specifically the Union must demonstrate that the alternate work schedule will not cause the USPS to incur any additional costs with respect to PPO salaries, salary premiums (i.e., night differential and/or Sunday premium pay) and overtime. Incursion of minimal costs by the USPS will not be the basis for a determination that AWS is not feasible. The USPS claim that the costs are more than minimal is not grievable. It will ensure the existing posts and normal level of coverage are maintained at that facility.

Union representatives at all work sites may submit alternative schedules to a joint committee, consisting of member(s) from the Union and the Employer, at the National level, for consideration. Implementation or discontinuance of an AWS is at the sole discretion of the employer and is not a grievable action. The alternate schedule, if implemented at a work site, would remain in existence for a period of six months, at which time the employer will assess the feasibility of continuing its existence. The Employer will discontinue the pilot at an earlier time if requested to do so by the Union or if it is determined its personnel costs are increasing. The discontinuance of the

alternative schedule would not be a grievable action.

The Employer will provide the **Union** with the staffing and related salary information to assist the Union in preparing its proposal as outlined above. **All expenses incurred by the bargaining unit in development of alternative schedules and in meeting(s) with the Employer will be the responsibility of the Union.**

At the selected site where the pilot program is implemented, the Union will waive any **postal** overtime premium or out of schedule pay a PPO would otherwise be entitled to pursuant to the terms of the Agreement but for the implementation of the alternate schedule. Each PPO at the selected pilot site must participate in the program.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Overtime Assignments

Overtime shall be scheduled as needed by the Employer based on operational need. Where the operational needs require special qualifications, the Employer reserves the right to select and assign those individuals with the required knowledge, skills and abilities, notwithstanding the procedures set forth below. Special qualifications include an officer needing time to finish an assignment.

Overtime Desired List. PPOs will have an opportunity to indicate their desire to work overtime on a quarterly basis. Overtime desired lists will be established by tours.

Management in each work facility will make the overtime-desired list (ODL) available for PPOs who wish to sign the list and indicate their desire to work overtime during the next quarter. This sign-up opportunity will be available during a two-week period immediately preceding the start of each calendar quarter. PPOs will provide a current telephone number on each quarterly list. New PPOs may sign-up on the ODL when they report for duty at their work facility after completion of basic PPO training.

PPOs may remove their name from the ODL by submitting written notification to their supervisor. Removal from the ODL will be effective the day after the supervisor receives such notification, provided a notice does not relieve an officer from previously assigned overtime.

PPOs who sign-up on the ODL during the two-week opportunity may also indicate their desire to be telephoned if an opportunity to work rest day (non-scheduled day) overtime occurs while the PPO is on annual leave. If the PPO is not reached or chooses not to work this rest day overtime, he/she will be bypassed and will not be assigned overtime.

Overtime opportunities will be distributed to available PPOs as follows:

If a need for overtime is for four hours or more see subsection A. If a need for overtime is for less than four hours, see subsection B.

- a. When a need for overtime is for four hours or more, ODL PPOs from the affected tour will be assigned overtime on a rotating basis from most to least senior. In those situations where overtime needs are not satisfied by available PPOs on the affected tour, overtime will then be assigned to available ODL PPOs from other than the affected tour on a rotating basis from most to least senior. If the ODL does not meet the overtime need, qualified PPOs not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior PPO; or at the option of management, the overtime may be offered to non-ODL PPOs on a rotating basis from most to least senior. Such overtime will first be offered/assigned to the affected tour non-ODL PPOs prior to being offered/ assigned to other than affected tours.
- b. If a need for overtime is less than four hours in duration, ODL PPOs from other tours will be assigned overtime on a rotating basis from most to least senior. If the ODL does not meet the overtime need, qualified PPOs not on

the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior PPO; or at the option of management, the overtime may be offered to non-ODL PPOs on a rotating basis from most to least senior. Such overtime will be offered/assigned to other than affected tours.

The rotations described in these subsections, as to both ODL and non-ODL PPOs, reset each quarter.

If an ODL PPO is not available to work the overtime opportunity, this shall be recorded as an opportunity to work and the next available PPO on the ODL will be assigned the overtime opportunity.

For purposes of this memorandum, “available” means that the PPO is able to be contacted by the supervisor immediately either at work or by telephone. Except as otherwise provided by this memorandum, PPOs who are on annual leave, sick leave, leave without pay, on a non-bargaining unit assignment, in a non-pay status, or that the PPO Supervisor is unable to immediately contact by telephone will be considered not available for overtime opportunities.

For purposes of this memorandum, “affected tour” means the operational duty tour within which hours the overtime will be worked.

If a PPO and/or the Union demonstrate at any step of the grievance procedure that overtime was not distributed to the grievant in a manner pursuant to the procedures contained in Article 8.05 and this Memorandum, the grievant shall be assigned an equal overtime opportunity within 60 days after an appropriate decision in the grievance process. Such an assignment shall not constitute a further violation. If the

overtime opportunity is not assigned within 60 days, that PPO shall be paid for the number of hours missed at the overtime rate.

The parties to this Memorandum of Understanding agree that the above procedures shall be implemented as a pilot program during the life of this Agreement as an attempt to simplify the procedures for the assignment of overtime opportunities.

This Memorandum of Understanding expires at 12 midnight on **April 14, 2017.**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Leave Carryover

Regular work force PPOs covered by this Agreement may continue to carry over 440 hours of accumulated annual leave from one leave year to the next leave year.

PPOs 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.

The parties agree that pursuant to ELM 512.321 a PPO covered by the USPS-**PPOA** 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.

This Memorandum of Understanding expires at 12 midnight on April 14, 2017.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: 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. 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 PPO would not be permitted to use before the end of the leave year) may not be donated, and PPOs 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 the career employee's own annual leave and/or sick leave balance(s), as applicable, will cover, and (c) must have the PPO's 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.

This Memorandum of Understanding expires at 12 midnight on **April 14, 2017**.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Annual Leave Exchange Option

The parties agree that **PPOA** career employees will be allowed to sell back a maximum of forty (40) hours of annual leave prior to the beginning of the leave year provided the following two (2) criteria are met:

The employee must be at the maximum leave carry-over ceiling at the start of the leave year, and

The employee must have used fewer than 75 sick leave hours in the leave year immediately preceding the year for which the leave is being exchanged.

This Memorandum of Understanding expires on the expiration date of the 2012 Agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Sick Leave for Dependent Care

The parties agree that, during the term of the **2012** Agreement, sick leave may be used by an employee to give care or otherwise attend to a family member having an illness, injury or other condition which, if an employee had such condition, would justify the use of sick leave by that employee. Family members shall include son or daughter, parent and spouse as defined in ELM Section 515.2. Up to eighty (80) hours of sick leave may be used for dependent care in any leave year. Approval of sick leave for dependent care will be subject to normal procedures for leave approval.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Rules for National Days of Observance

The parties agree that the following procedures will apply to affected bargaining unit postal police officers (PPOs) if the Postmaster General or designee determines that the Postal Service will participate in a National Day of Observance (e.g., a National Day of Mourning) subsequent to the declaration of a National Day of Observance by Executive Order of the President of the United States.

1. Full-time PPOs whose basic work week includes the National Day of Observance as a scheduled work day, but who are not directed to report for work, will be granted administrative leave for that day.
2. Full-time PPOs whose basic work week includes the National Day of Observance as a scheduled work day, and who perform service, will be granted a day of administrative leave at a future date, not to exceed eight hours.
3. Full-time PPOs whose basic work week includes the National Day of Observance as a non-scheduled day, and are not directed to report for work, will be granted a day of administrative leave at a future date.
4. If the National Day of Observance is a full-time PPO's non-scheduled day and the PPO is scheduled to work, the PPO will receive overtime pay, plus future administrative leave equal to the number of hours worked, not to exceed eight hours.

5. Part-time PPOs should be scheduled based on operational needs. Part-time PPOs who work will be granted a day of administrative leave at a later date. The day of administrative leave will be based on the number of hours actually worked on the National Day of Observance, not to exceed eight hours. Part-time PPOs who are not directed to work on the National Day of Observance will be granted administrative leave at a future date equal to the average number of daily paid hours during the service week previous to the service week in which the National Day of Observance occurs, not to exceed eight hours.
6. If a PPO is on leave or Continuation of Pay on the National Day of Observance, the PPO will be granted a day of administrative leave at a future date, not to exceed eight hours.
7. A PPO on OWCP, AWOL, suspension, or pending removal on the National Day of Observance will not be granted administrative leave. If the PPO on AWOL, suspension or pending removal is returned to duty and made whole for the period of AWOL, suspension, or removal, the PPO will be eligible for administrative leave for the National Day of Observance if the period of suspension or removal for which the employee is considered to have been made whole includes the National Day of Observance. Such determination will be made by counting back consecutive days from the last day of the suspension or removal to determine whether the PPO's make-whole period includes the National Day of Observance.

8. Where provisions in this Memorandum of Agreement provide for a day of administrative leave to be taken at a future date, such leave must be granted and used within six months of the National Day of Observance or by the end of the Fiscal Year, whichever is later. However, administrative leave will not be granted to PPOs who are on extended leave for the entire period between the Day of Observance and six months from that date, or between the Day of Observance and the end of the Fiscal Year, whichever is later.
9. Administrative leave taken at a future date must be taken at one time.
10. Administrative leave to be taken at a future date may, at the PPO's option, be substituted for previously scheduled but not used annual leave.
11. Requests for administrative leave to be taken at a future date will be submitted for approval per the same procedures that govern the request and approval of annual leave.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

**Re: Detail to Nonbargaining Unit Assignments Due to
Temporary Nonoccupational Illness or Injury**

It is hereby agreed between the Employer and the Union that subject to certain conditions and procedures, as listed below, PPOs suffering from a temporary nonoccupational illness or injury may be temporarily detailed, one time during the life of this Agreement, to a nonbargaining unit assignment within the Postal Inspection Service. These provisions will not require that a PPO meet the requirements contained in Section 13.03 (full uniform, use of assigned firearm and response) to be eligible for a temporary detail under this provision. These provisions for temporary details are not intended to supersede or alter the temporary assignment provisions in Section 13.02 and 13.03. The following conditions and requirements must be met:

1. The PPO is unable to perform the duties necessary for a temporary assignment under Section 13.02 and 13.03.
2. The PPO must request the temporary detail and must provide medical documentation certifying the medical limitations and the tasks the PPO can perform.
3. In order to qualify for a temporary detail, a PPO must not have been placed on sick leave restriction or identified as an abuser of sick leave during the preceding three years, and must not have been suspended from duty for attendance deficiencies, or suspended for any other disciplinary reasons, during the preceding two years.

4. The Employer will determine if there is useful nonbargaining unit work the PPO can perform within the certified medical limitations.
5. Each request will be considered on a case-by-case basis by the Employer.
6. Any temporary detail approved under these procedures will last for the duration of the useful work, not to exceed one hundred twenty (120) days.
7. The Employer has the exclusive right to grant or deny the request for a temporary detail and nothing in this provision guarantees any PPO the absolute right to a temporary detail.

The parties agree that the concept of temporary detail and the above provisions for temporary detail will be continued for a trial basis for the term of this Agreement. The parties further agree that any grievance arising from a temporary detail or the denial of temporary detail under this Memorandum of Understanding shall not be appealed beyond Step 3 of the Grievance-Arbitration procedure set forth in Article 15 of this Agreement.

This Memorandum of Understanding expires at 12 midnight on **April 14, 2017**.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Safety and Health

The parties agree that local safety issues and equipment, other than weaponry, which is appropriate for local Security Force operations, are proper subjects, as agenda items, for discussion during local labor-management committee meetings.

This Memorandum of Understanding expires at 12 midnight on April 14, 2017.

Doug A. Tulino
VICE PRESIDENT, LABOR RELATIONS

April 5, 2014

Mr. Christopher Vitolo
National President
Postal Police Officers Association
PO Box 5522
Willowick, OH 44095-5522

Re: Contract Administration

Dear Mr. **Vitolo**:

This is to confirm the commitment of the Employer to provide appropriate training to supervisory personnel who have the responsibility to respond to grievances and otherwise administer the 2012 Agreement. In particular, the Employer will stress the importance of responding to grievances within the contractual time frames or any mutually agreed to extension.

It is the understanding of the Employer that the Union will likewise provide appropriate training to its stewards and Union representatives who have the responsibility to investigate and process grievances.

Both parties mutually agree that the timely processing of grievances is in the best interests of both parties.

The parties have also agreed to cooperate with each other in providing relevant information with respect to grievances and contract administration. In addition, the Employer agrees to **provide** the Union access to relevant Postal Service handbooks and manuals that are maintained at many Security Force facility libraries.

Sincerely,

Doug A. Tulino

This letter remains in effect for the duration of the **2012** collective bargaining agreement.

Doug A. Tulino
VICE PRESIDENT, LABOR RELATIONS

April 5, 2014

Re: Grievance Time Extensions

Mr. Christopher Vitolo
National President
Postal Police Officers Association
PO Box 5522
Willowick, OH 44095-5522

Dear Mr. **Vitolo**:

The parties recognize that there may be circumstances that may warrant an extension of the grievance time limits in Article 15. For grievances pending in the grievance process at the time of the execution of this Agreement (excluding, however, pending grievances where the issue of timeliness has already been addressed), the parties agree that requested extensions of time limits will be considered on a case by case basis.

For grievances filed during the term of the **2012-2017 USPS-PPOA** Agreement, written requests for extensions of time made before the applicable contractual deadline will not be unreasonably denied.

Sincerely,

Doug A. Tulino

This letter remains in effect for the duration of the **2012** collective bargaining agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Discipline Records

The parties agree that upon the effective date of the **2012 USPS-PPOA** Agreement a formal counseling shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the PPO for a period of one year. Upon the PPO's written request, any formal counseling will be removed from the PPO's level two folder after one year if there has been no disciplinary action initiated against the PPO in that one-year period.

The parties agree that upon the effective date of the **2012 USPS-PPOA** Agreement an official disciplinary letter of warning shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the PPO for a period of two years. Upon the PPO's written request, any letter of warning will be removed from the PPO's **official personnel folder (OPF)** after two years if there has been no disciplinary action initiated against the PPO in that two-year period.

The parties agree that upon the effective date of the **2012 USPS-PPOA** Agreement an official letter of suspension shall not be considered in any subsequent disciplinary action if there has been no disciplinary action initiated against the PPO for a period of **two** years. Upon the PPO's written request, any letter of suspension will be removed from the PPO's **official personnel folder (OPF)** after **two** years if there has

been no disciplinary action initiated against the PPO in that **two**-year period.

This Memorandum of Understanding expires at 12 midnight on April 14, 2017.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Purge of Warning Letters

The parties agree there will be a one-time purge of Official Disciplinary Letters of Warning from the official personnel folder of all PPOs represented by the **Postal Police Officers Association**. 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 **USPS-PPOA 2012** Agreement.
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.
4. All grievances associated with discipline that are purged as a result of this Memorandum, shall be withdrawn.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Corrective Action

The U.S. Postal Service and the **Postal Police Officers Association** agree, as general principles, that the purpose and intent of corrective action suspensions as set forth in Article 16, Section 05 of the USPS-**PPOA** Agreement is to correct deficiencies and misconduct pursuant to Article 16.01; to impress upon the PPO the seriousness of the PPOs employment situation; and to provide written notice that the next infraction may warrant removal from the Postal Service.

The parties have agreed to modify the usual pattern of progressive corrective action that has evolved pursuant to Article 16. While Article 16 does not specify the precise steps that constitute progressive corrective action, and the appropriate steps may differ according to the severity of the offense, it is generally the case for those offenses that warrant progressive corrective action, PPOs receive: letter of warning, seven-day suspension, fourteen-day suspension, and removal.

The parties have agreed that a paper suspension shall replace actual time-off suspensions. Paper suspensions shall indicate the length of the suspension being replaced and shall be considered to be the same degree of seriousness and will satisfy the same step in the pattern of corrective action as the

time-off suspension being replaced. As such, paper suspensions are equivalent to time-off suspensions as an element of past corrective action and may be cited as such in subsequent corrective action.

A PPO who has received a fourteen (14) day paper suspension will be given a day of reflection, provided it is agreeable to the Union. The day of reflection will not be served until disposition of a timely filed grievance, if one is filed. If the PPO is directed to take the day of reflection, he or she will be placed in an unpaid, non-duty status for one (1) scheduled work day. The purpose of the day of reflection is for the PPO to reflect upon the seriousness of the factors which led to the discipline, to consider that should the deficiency not be corrected, the PPO can normally expect that the next step of progressive discipline will be removal, and to resolve to correct his or her behavior to conform to the standards necessary for the PPO to remain with the Postal Service.

Prior to the PPO being directed to take a day of reflection, the PPO's Union representative and the Employer will conduct a mandatory session with the PPO. During this session, both the Union representative and the Employer will discuss with the PPO the seriousness of his or her deficiency and attempt to reach an understanding and commitment by the PPO to use the day of reflection on how to correct his or her deficiency and avoid further corrective action.

Failure to grant a PPO a "day of reflection" will not be considered a denial of due process or be considered a procedural or substantive defense if the PPO is subsequently removed.

Nothing contained in this Memorandum of Understanding (MOU) shall be construed to preclude the Employer from placing a PPO in a non-pay status in accordance with

Article 16.07 or 16.08 of the USPS-**PPOA** Agreement or to affect the procedure for allegations of misconduct that are considered appropriate for immediate removal.

This Memorandum of Understanding expires at the expiration of the **2012** Agreement.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Interest on Back Pay

Where an arbitration award specifies that a PPO 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 2007 USPS-**PPOA** Agreement. With respect to pending grievances under the prior Agreement, this Memorandum shall not be construed to prevent the award of interest where, under the circumstances, such an award may be appropriate.

This Memorandum of Understanding expires at 12 midnight on April 14, 2017.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Labor-Management in the Inspection Service

The new **2012 USPS-PPOA** labor Agreement has been reached between the Postal Service and the **Postal Police Officers Association**. It is the result of a long negotiation process, in which the parties expressed their views, concerns, and needs about and for PPOs and the Postal Service.

Both the Employer and the Union are committed to improving the labor-management relationship at the division and national levels. We expect our managers, supervisors, Union representatives and stewards to be familiar with the contents of the Agreement and to administer it fairly and in the best interest of our PPOs and the Postal Service. We also expect that our mutual representatives will be respectful of each other and their positions and that our interactions will be professional and courteous.

Communication is the key element to achieving an improvement in our labor relations. Therefore, we emphasize the need for holding regularly scheduled labor-management meetings because they are, in our opinion, the best means to maintain an on-going dialogue on the issues that affect our people and our mission. Besides having these meetings, there is a need to report the results of the meetings, and the Employer agrees that it will continue to submit to the Union a

written summary of the issues discussed and their resolution.

The Agreement maintains the Employer's authority to deploy, control and direct PPOs as necessary to provide the appropriate level of security for postal facilities and to carry out the mission of the Inspection Service. Security requires flexibility, and a PPO's worksite, work schedule or work hours may be changed to make a more efficient use of available PPO resources to meet changes in Postal or Inspection Service operations.

The Employer recognizes that the exercise of its authority must be done responsibly. It cannot be abused, and its abuse will not be tolerated. This authority cannot be used for punitive reasons, for frivolous reasons, or for harassment of our PPOs.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: New York Security Force Facility Work Rules

The parties agree that the Union and the New York Division Inspection Service Management may discuss the provisions of the **collective bargaining agreement and outline modifications that would be specific to the New York Security Force Work Facility**. The parties **will be allowed thirty (30) days after the signing of the 2012 collective bargaining agreement to submit a proposal to the Inspector-in-Charge Security and Crime Prevention Group or designee for final approval**. Any agreement between the local parties as a result of these discussions will be in writing. This memorandum of understanding applies only to the New York Security Force Facility. Absent agreement between the local parties, the terms of the **2012-2017 USPS-PPOA** collective bargaining agreement will govern. The union will not have access to the grievance-arbitration procedure or any other appeal forum based on any disagreement between the local parties resulting from any discussion conducted pursuant to this memorandum. This memorandum does not establish any bargaining obligation or right to appeal any impasse that may result from the local discussion referenced above. The parties agree that this memorandum establishes no precedent and may not be cited for any purpose other than permitting the local discussion referenced above. This memorandum and any resulting local procedures will expire at midnight on the date the **2012-2017 USPS-PPOA** collective bargaining agreement expires.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Michael Healy

The Postal Service agrees that, when it publishes documents depicting a Postal Police Officer's badge, the badge will bear number 3972, which was worn by Michael Healy, a Postal Police Officer (PPO) killed in the line of duty. In honor of Postal Police Officer Healy, no other PPO will be issued that badge number and, if any PPO currently has that badge number, a new badge number will be issued to that PPO.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Bulletin Boards; File Cabinets; Telephone Policy

The Employer agrees to provide, during the life of this Agreement, a locked bulletin board, if one has not already been provided, to the Union at each work site where PPOs under this Agreement are employed. The Employer may maintain a duplicate key for the bulletin board(s).

It is agreed that the Employer further agrees to provide a space for a four drawer file cabinet within the area already occupied by the Security Force. The Employer will provide a file cabinet, if one is available during the life of this Agreement, for use by the Union at each work site where PPOs under this Agreement are employed. The Employer is not required to purchase new file cabinets for this purpose.

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

The Employer will provide office space, desk, and file cabinet for Union use at New York and Baltimore and will make every reasonable effort to provide the same at the facility where the Union's national president is employed.

This Memorandum of Understanding expires at 12 midnight on April 14, 2017.

Guy J. Cottrell
CHIEF POSTAL INSPECTOR

April 5, 2014

Re: Office Space

Mr. Christopher Vitolo
National President
Postal Police Officers Association
PO Box 5522
Willowick, OH 44095-5522

Dear Mr. **Vitolo**:

Based on discussions during negotiations, the Employer agrees that Inspection Service management may, at their discretion, permit a Union steward or Union representative the use of office space, desk, or office equipment, if available, on an ad hoc or other basis, for grievance processing. There is no policy that prohibits other postal managers from authorizing the use of a desk, office space, or office equipment by the Union on an ad hoc basis.

Sincerely,

Guy J. Cottrell

This letter remains in effect for the duration of the **2012** collective bargaining agreement.

Guy J. Cottrell
CHIEF POSTAL INSPECTOR

April 5, 2014

Mr. Christopher Vitolo
National President
Postal Police Officers Association
PO Box 5522
Willowick, OH 44095-5522

Re: Access to and Use of Physical Fitness Equipment

Dear Mr. **Vitolo**:

The Employer agrees that bargaining unit PPOs may use the physical fitness equipment which is presently located in the Inspection Service division. The Union agrees that the PPOs will comply with all national and local postal safety and health policies and procedures.

Before a PPO receives authorization to use the physical fitness equipment, the PPO must sign the enclosed Inspection Service waiver form, releasing the Employer of any liability. Further, the PPO must receive a medical clearance from the PPO's physician, at no cost to the Employer. After the waiver form is signed and the completed medical clearance form has been received by the Employer, the PPO will be authorized to use the available physical fitness equipment.

The use of the physical fitness equipment is strictly voluntary and can only be used by PPOs while in an off-duty status.

Sincerely,

Guy J. Cottrell

Enclosure

This letter remains in effect for the duration of the **2012** collective bargaining agreement.

**RELEASE STATEMENT
FOR THE USE OF
INSPECTION SERVICE FITNESS EQUIPMENT**

In consideration of the permission granted to me to use the physical fitness equipment located in the facility of the Postal Inspection Service located at _____, I do hereby, for myself, my heirs, executors, and administrators, release and forever discharge the United States Postal Service, the Postal Inspection Service, and all of their officers, agents and employees, acting officially or otherwise, from any and all claims, demands, actions, or causes of action, costs, charges, and liabilities of any kind, on account of my death or on account of any injury to me which may occur from any cause during my use of said facility, and all equipment contained therein. This release is intended to cover all injuries, fatal or non-fatal, and illness of every name, type, kind of nature, and personal property damage, if any, which may be sustained or suffered from any cause whatsoever, connected with or arising out of or by reason of participating in the aforementioned activities.

I know the risks and dangers involved in said activities and that unanticipated and unexpected dangers may arise during such activities, and I assume all risks of injury to my person and property that may be sustained in connection with the stated and associated activities, in and about the facility.

I further agree that I will indemnify and will hold harmless the United States Postal Service and the Postal Inspection Service and all of their officers, agents and employees, from any and all costs, charges, claims, demands and liabilities of any kind arising from the improper or negligent actions of the

undersigned while participating in the activities on said property.

Nothing in this Release shall be deemed to abrogate or release my rights to Workers' Compensation benefits under Title 5, United States Code, Chapter 81.

I have read and understand the foregoing Release and certify that my attendance and participation in the stated activities is voluntary.

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

WITNESS: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Bargaining Information

Pursuant to the provisions of Article 31 of the 2012 USPS-**PPOA** Agreement, and as soon as practicable after the ratification of that Agreement, the Employer shall, on a monthly reporting period basis, provide the Union, through an email attachment (the attachment will be password protected to protect sensitive information about individual employees) to the national Union representative designated by the Union, with the following information on PPOs in the bargaining units:

- | | |
|-----------------------|--------------------------|
| 1. SSN or EIN | 14. Rate Schedule |
| 2. Last Name | 15. Nature of Action |
| 3. First Name (Full) | 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 | 25. Pay Location |
| 13. PO CAG | |

The Postal Service will provide the Union with the information above without charge.

This Memorandum of Understanding expires at 12 midnight on April 14, 2017.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Union Notification

The employer agrees to provide a copy of the Quarterly Security Force Activity Reports to the President of the Union on a semi-annual basis.

The Employer further agrees to notify the President of the Union as soon as practicable in the event of the death of a PPO in the line of duty, and in the event a PPO discharges their weapon while officially employed.

This Memorandum of Understanding expires at 12 midnight on April 14, 2017.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Security Force Facilities and Worksites

The following is a list of all Security Force Facilities and Worksites as of April 1, 2014.

IS Division	S/F Work Facility	S/F Worksite Name	Address
Boston	Boston	Boston P&DC	25 Dorchester Ave Boston MA 02205
Charlotte	Atlanta	Atlanta P&DC	3900 Crown Rd SW Atlanta GA 30304
	Memphis	Memphis P&DC	555 S Third St Memphis TN 38101
Chicago	Chicago	Cardiss Collins P&DC	433 W Harrison St Chicago IL 60669
	St Louis	St Louis P&DC	1720 Market St St Louis MO 63155
Detroit	Detroit	George W Young P&DC	1401 W Fort St Detroit MI 48233
Ft Worth	Dallas	Dallas P&DC	401 DFW Tpke Dallas TX 75260
Houston	Houston	No. Houston P&DC	4600 Aldine Bender Rd Houston TX 77315
	New Orleans	New Orleans P&DC	701 Loyola Ave New Orleans LA 70113

IS Division	S/F Work Facility	S/F Worksite Name	Address
Los Angeles	Los Angeles	Los Angeles P&DC & Warehouse	7001 S Central Ave Los Angeles CA 90052
Miami	Miami	Miami MPO	2200 NW 72nd Ave Miami FL 33152
NHQ Security	National Headquarters	L'Enfant Plaza	475 L'Enfant Plz SW Washington DC 20260
New Jersey	Newark	Newark Main Post Office	2 Federal Square Newark NJ 07102
		New Jersey Int'l NDC	80 County Rd Jersey City NJ 07097
		Dominick V Daniels P&DC	850 Newark Tpke Kearny NJ 07099
	San Juan	San Juan GPO	585 Franklin D Roosevelt Ave San Juan PR 00936

IS Division	S/F Work Facility	S/F Worksite Name	Address
New York	New York (= 1 facility) ("Manhattan District")	Morgan P&DC	341 9 th Ave New York NY 10199
		Farley (James A) P&DC	421 8 th Ave New York NY 10001
		FDR Station	909 3rd Ave New York NY 10022
		Church St Station	90 Church St New York NY 10007
		Grand Central Station	450 Lexington Ave New York NY 10017
		Times Square Station	340 W 42nd St New York NY 10036
	("Queens-Bronx District")	Queens P&DC	14202 20th Ave Flushing NY 11351
		Bronx P&DC	558 Grand Concourse Bronx NY 10451
		Jamaica GPO	8840 164th St Jamaica NY 11432
	("Brooklyn-JFK District")	Brooklyn P&DC	1050 Forbell St Brooklyn NY 11256
		JFK ISC	Building 250 Jamaica NY 11430

IS Division	S/F Work Facility	S/F Worksite Name	Address
Philadelphia	Philadelphia	Philadelphia P&DC	7500 Lindbergh Blvd Philadelphia PA 19176
Pittsburgh	Pittsburgh	Pittsburgh P&DC	1001 California Ave Pittsburgh PA 15290
	Cleveland	Cleveland P&DC	2400 Orange Ave Cleveland OH 44101
San Francisco	San Francisco	San Francisco P&DC	1300 Evans Ave San Francisco CA 94188
		Oakland P&DC	1675 7th St Oakland CA 94615
Washington	Washington DC	Curseen & Morris P&DC	900 Brentwood Road NE Washington DC 20066
		Washington NDC	9201 Edgeworth Dr Capitol Heights MD 20790
	Baltimore	Baltimore P&DC	900 East Fayette St Baltimore MD 21233

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND THE
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Employment Protection

The parties agree that no full-time non-probationary PPO employed prior to April 14, 2017, who has not acquired the protection provided under Article 33.08, will be involuntarily removed from employment within the Postal Service because of a reduction of security service during the life of this 2012 USPS-**PPOA** Agreement.

During the life of the 2012 USPS-**PPOA** Agreement, PPOs afforded the employment protection in Article 33.08 may select from among vacant assignments within the bargaining unit in order to exercise the employment protection provided in Article 33.08 or this MOU. During the life of the 2012 USPS-**PPOA** Agreement, PPOs excess to the needs of a work facility pursuant to Article 33.02 may select from vacant assignments in the bargaining unit for purposes of voluntary reassignment under Article 33.02. Both of these selection options will be based on relative seniority in the bargaining unit. The Employer will not revert vacancies for the sole purpose of ensuring that such vacancies are not available for PPOs who may select such vacancies pursuant to Article 33.02 or Article 33.08.

This Memorandum of Understanding expires at 12 midnight on April 14, 2017.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

**Re: Time Limitations Concerning Bone Marrow,
Stem Cell, Blood Platelet, and Organ Donations**

As to the time limitations applicable to bone marrow, stem cell, blood platelet, and organ donations, the parties agree the maximum administrative leave that can be granted per leave year to cover qualification and donation is limited to the following:

- a. A full- or part-time bargaining unit PPO is limited to:
 - (1) For bone marrow, up to 7 days;
 - (2) For stem cells, up to 7 days;
 - (3) For blood platelets, up to 7 days; and
 - (4) For organs, up to 30 days.

- b. A part-time PPO may be granted leave up to the limits set forth above. The amount of leave that may be granted will be based on the employee's average daily work hours in the preceding 26 weeks, but not to exceed 8 hours per day.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: BDU Style Uniform Apparel

PPOs may wear BDU (battle dress utility) style uniform trousers and shirts only in the following circumstances:

- While in training
- While at the shooting range for firearm qualification
- While engaged in armed escort duty (escorting remittance runs or high value mail movements)

The Union may raise the topic of possible additional circumstances in which PPOs could be authorized to wear BDU style uniform apparel on duty for consideration at a national labor-management meeting.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Corporal Stripes

PPOs covered by this Agreement are authorized to wear corporal stripes after three years of service from the date the PPO graduated basic training. These stripes will not result in any increase in pay or authority.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES POSTAL SERVICE
AND
POSTAL POLICE OFFICERS ASSOCIATION**

Re: Leave for Bereavement

Employees covered by this agreement may use a total of up to three workdays of annual leave, sick leave or leave without pay, to make arrangements necessitated by the death of a family member or attend the funeral of a family member. Authorization of leave beyond three workdays is subject to the conditions and requirements of Article 10 of the collective bargaining agreement and Subsection 510 of the Employee and Labor Relations Manual.

Definition of Family Member.

“Family member” is defined as a:

- (a) Son or daughter – a biological or adopted child, stepchild, daughter-in-law or son-in-law;
- (b) Spouse;
- (c) Parent;
- (d) Sibling – brother, sister, brother-in-law or sister in-law;
or
- (e) Grandparent.

Use of Sick Leave. For employees opting to use available sick leave, the leave will be charged to sick leave for dependent care, if eligible.

Documentation.

Documentation evidencing the death of the employee's family member is required only when the supervisor deems documentation desirable for the protection of the interest of the Postal Service.