MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES POSTAL SERVICE AND THE AMERICAN POSTAL WORKERS UNION

Re: Commercial Driver's License (CDL) training for Automotive Mechanics and Technicians

The Parties agree to resolve dispute No. Q00C-4Q-C 02166288, APWU No. HQTV20026 concerning the interim policy – Driver's License Requirement for Automotive Mechanic/Technicians and Lead Automotive Technician Applicants in the following manner:

- Local Vehicle Maintenance management may optionally require applicants to obtain a Commercial Driver's License within 89 days of employment or bid assignment. Not all vehicle maintenance employees will be required to obtain a CDL. Applicants are not required to have a CDL prior to appointment.
- The CDL requirement for these positions should be reasonably related to the position hired or promoted. For example, an Automotive Mechanic whose job duties require the road test of a vehicle being serviced that requires a CDL endorsement for operation.
- Applicants hired into these VMF positions requiring CDLs will be required to have successfully passed the CDL written test and obtained a temporary operators permit (TOP) at the employee's expense within 30 days of hire.
- For these positions, the USPS will provide up to 40 hours of Driver Familiarization and Training within the first 60 days of hire. Training will be provided by a CDL certified Driver Safety Instructor (DSI) or Ad Hoc DSI. However, on a case by case basis, and strictly in consideration of individual fact circumstances, the local parties may agree to extend this allotted time based upon input from the DSI.
- The USPS will allow employees for these positions to utilize USPS equipment to take the CDL Road Test.
- The parties agree it is in the best interest of all parties for local management to make the employee and DSI available for the CDL training, according to the time schedule listed above for these positions. For any disputes which may arise regarding the application of this provision, the matter may then be referred to the national level for resolution. If, after further discussion at the national level the matter is not resolved, the issues would then be returned to the local parties through normal application of the Article 15 provisions.
- Any newly-hired career employee, PSE, or PSE converted to career, that has not successfully obtained their CDL for these positions due to not receiving the training as stipulated above will not be separated on the 89th day of employment unless it is specific

to conduct or job performance, or separated for lack of work in accordance with the PSE MOU.

- Any newly-hired career employee, PSE, or PSE converted to career, that has not successfully obtained their CDL for these positions within 89 days, but has desirable automotive skills, local management may optionally retain the employee as long as no other contractual provisions are violated.
- Any Motor Vehicle Craft employee who is promoted into an Automotive Mechanic/Technician position with a CDL requirement and meets the minimum qualifications except for the CDL and fails to complete the training and obtain their CDL within 89 days but has desirable automotive skills, local management may optionally retain the employee as long as no contractual provisions are violated.
- Any Motor Vehicle Craft employee who was promoted into an Automotive/Technician position with a CDL requirement and fails to complete the training and obtain their CDL within 89 days will be able to return to their former occupational group.

Although the intent of this MOU is to enhance the hiring, and recruitment, and retention of applicants or employees who have yet to obtain a CDL prior to appointment, it is further agreed that in job postings and/or hiring announcements where possession of valid CDLs are indicated as a requirement, local application of this settlement should not serve as a mechanism to circumvent the above provisions for applicants to obtain a CDL endorsement in those facilities wherein this is required. Further, this agreement is not to preclude current employees within the Motor Vehicle Craft from being afforded the same opportunity and consideration.

Accordingly, the parties further agree that this settlement will permit Motor Vehicle Craft Mechanics, Technicians, and other employees in the Motor Vehicle Craft who would otherwise be minimally qualified, but do not possess CDL privileges to bid or apply for those Automotive Mechanic/Technician positions with that requirement. Furthermore, it is understood that this MOU does not constitute a waiver regarding the general requirement that an applicant for a Motor Vehicle Craft position must be minimally qualified.

In addition, the parties agree that the settlement shall not create an obligation to train any other career employees, except those identified in this agreement.

This agreement completely resolves case Q00C-4Q-C 02166288 and all grievances held pending resolution of Q00C4QC02166288.

Patrick M. Devine Manager, Contract Administration Unit (APWU) Director, Motor Vehicle Craft United States Postal Service

8.18.15

Date

Michael O. Foster APWU. AFL-CIO

8/18/15