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PREAMBLE

This Agreement referred to as the **2012** USPS-NPPN Agreement is entered into by and between the United States Postal Service (USPS), hereinafter referred to as the "Employer," and the National Postal Professional Nurses Union/American Postal Workers Union, AFL-CIO (NPPN/APWU), hereinafter referred to as the "Union." The terms of this Agreement are effective **August 10, 2012** except where otherwise noted.

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The following Articles included in the 2007 USPS/NPPN National Agreement will continue in the successor National Agreement:

Article 1	Article 18
Article 2	Article 19
Article 4	Article 20
Article 5	Article 22
Article 6	Article 23
Article 7	Article 24
Article 8	Article 25
Article 11	Article 27
Article 12	Article 28
Article 13	Article 29
Article 14	Article 31

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ARTICLE 3  
MANAGEMENT RIGHTS

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

- 3.01(a). To determine the methods, means, and personnel by which health care is to be rendered;
- 3.01(b). To direct employees of the Employer in the performance of official duties;
- 3.01(c). To hire, promote, transfer, assign, lay off, subject to the provisions of Article 6, and retain employees in positions within the Postal Service and to suspend, demote, discharge, or take other disciplinary action against such employees;
- 3.01(d). To maintain the efficiency of the operations entrusted to it;
- 3.01(e). ~~To prescribe a uniform dress to be worn by its employees;~~ and
- 3.01(f)(e). To take whatever actions may be necessary to carry out its mission in emergency situations; i.e., an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

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ARTICLE 9  
SALARIES AND WAGES

**Section 9.01. Annual Basic Salary**

The annual basic salary for all employees covered under the terms and conditions of this Agreement, with proportional application to part-time (hourly-rate) employees, shall be increased as follows:

9.01(a). Effective the second full pay period after the release of the June 2014 ECI, the basic annual salary for each step shall be increased by a percentage amount equal to the change in the June 2014 ECI over the June 2013 ECI plus 1.1 percent.

9.01(b). Effective the second full pay period after the release of the June 2015 ECI, the basic annual salary for each step shall be increased by a percentage amount equal to the change in the June 2015 ECI over the June 2014 ECI.

9.01(c). Effective the second full pay period after the release of the June 2016 ECI, the basic annual salary for each step shall be increased by a percentage amount equal to the change in the June 2016 ECI over the June 2015 ECI.

**Section 9.02. Employment Cost Index Definition**

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).

**Section 9.03. Grade Designation**

The bargaining unit nurse position will be designated Grade 1, Postal Nurses' Schedule (PNS).

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**Section 9.04. Salary Schedule Step Progression**

From Step	To Step	Waiting Period
1	2	52 weeks
2	3	44 weeks
3	4	44 weeks
4	5	44 weeks
5	6	44 weeks
6	7	44 weeks
7	8	44 weeks
8	9	44 weeks
9	10	44 weeks
10	11	44 weeks
11	12	44 weeks
12	13	44 weeks
13	14	44 weeks
14	15	44 weeks

**Section 9.05. Granting Step Increases**

The Employer will continue the program on granting step increases for the duration of this Agreement.

**Section 9.06. Application of Salary Rates**

The Employer shall follow the current application of salary rates for the duration of this Agreement.

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### Section 9.07. Protected Salary Rates

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

### Section 9.08. Professional Enhancement Incentive

~~9.08(a). Any Occupational Health Nurse who demonstrates proof that nurse possessed a current certification as a Certified Occupational Health Nurse (COHN) on August 18, 2007, or August 16, 2008, shall receive an annual professional enhancement incentive lump-sum payment in the amount of \$416 for each year in which they were eligible.~~

~~Additionally, occupational health nurses who possess a current certification as a COHN on August 15, 2009, August 14, 2010, or August 13, 2011, shall also receive an annual professional enhancement incentive lump-sum payment in the amount of \$416.~~

~~9.08(b). Any Occupational Health Nurse who demonstrates proof that the nurse possesses a current certification as either a Certified Occupational Health Nurse Case Manager (COHN/CM) or Certified Case Manager (CCM) on August 15, 2009, shall receive an annual professional enhancement incentive lump-sum payment in the amount of \$416. Additionally, occupational health nurses who possess a current certification as a COHN/CM or CCM on August 14, 2010, or August 13, 2011, shall also receive an annual professional enhancement incentive lump-sum payment in the amount of \$416.~~

~~9.08(c). Occupational Health nurses who possess certification as a COHN and either a COHN/CM or CCM are eligible to receive both professional enhancement incentives. Nurses have the responsibility of notifying their personnel offices of their status as a COHN, COHN/CM, or CCM.~~

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Postal Nurses Schedule																
Full-Time Annual Basic Rates																
Effective August 13, 2011 (PP 18-2011)																
RSC G (NPPN)																
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	MOST PREV. STEP
1	53,253	53,906	54,560	55,210	55,864	56,517	57,170	57,822	59,041	59,699	60,362	61,019	61,674	62,336	62,995	653
Part-Time Nurses																
1	26.63	26.95	27.28	27.61	27.93	28.26	28.59	28.91	29.52	29.85	30.18	30.51	30.84	31.17	31.50	
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 1	52	44	44	44	44	44	44	44	44	44	44	44	44	44		
Cumulative	52	96	140	184	228	272	316	360	404	448	492	536	580	624	12.0	
<b>NOTE: This schedule reflects a 1.7% general increase effective August 13, 2011 (PP 18-2011).</b>																

Postal Nurses Schedule																
Full-Time Night Differential Hourly Rates																
Effective February 3, 1996 (PP 04-96)																
RSC G (NPPN)																
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
1	1.66	1.68	1.70	1.72	1.74	1.76	1.78	1.80	1.84	1.86	1.88	1.90	1.92	1.95	1.97	
Part-Time Nurses																
1	1.73	1.75	1.77	1.79	1.81	1.83	1.86	1.88	1.92	1.94	1.96	1.98	2.00	2.02	2.04	

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ARTICLE 10  
LEAVE

**Section 10.01. Funding**

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

**Section 10.02. Leave Regulations**

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

**Section 10.03. Choice of Vacation Period**

10.03(a). Vacation Program. It is agreed to establish a program for vacation planning for employees in the regular work force with emphasis upon the choice vacation period(s) or variations thereof. At local installations, requests for annual leave during the choice vacation period will be granted in accordance with seniority.

10.03(b). Forfeiture of Annual Leave. Care shall be exercised to assure that no employee is required to forfeit any part of such employee's annual leave.

10.03(c). Annual leave will be granted as follows:

10.03(c)(1). Employees who earn thirteen (13) days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed ten (10), shall be at the option of the employee.

10.03(c)(2). Employees who earn twenty (20) or twenty-six (26) days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave



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during the choice period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.

10.03(c)(3). An employee may request two (2) selections during the choice vacation period in units of either five (5) or ten (10) working days, the total not to exceed the ten (10) or fifteen (15) days above.

10.03(c)(4). The remainder of the employee's annual leave may be granted at other times during the leave year, as requested by the employee.

10.03(d). Duration of Choice Vacation Period. The choice vacation period will be the entire year ~~except for a period of up to six (6) continuous weeks between September 15<sup>th</sup> and December 1<sup>st</sup>. This time period will be designated by the Employer, with notice given to the Union at the national level.~~ The choice vacation period shall include military leave and approved leave to attend National, State and Regional meetings.

10.03(e). Employee's Vacation Period. The employee's vacation period shall start on the first day of the employee's basic workweek. Exceptions may be granted by agreement among the employee, the Union representative and the Employer.

10.03(f). Jury Duty or Attendance at Conventions. An employee who is called for jury duty during the employee's scheduled choice vacation period or who attends a National, State, or Regional meeting during the choice vacation period is eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacations.

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Article 15, Section 15.02(b)(4) is amended, as follows:

The Union may appeal an adverse decision directly to arbitration at the **HQ LR Service Center, P.O. Box 23788, Washington, DC 20026-3788**, within twenty-eight (28) days after the receipt of the Employer's Step 2 decision in accordance with the procedure hereinafter set forth; provided the Employer's Step 2 decision states that no interpretive issue under the USPS-NPPN Agreement or some supplement thereto which may be of general application is involved in the case.

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Article 16, Section 16.04, Suspensions of Not More Than 14 Days, is amended, as follows:

In the case of discipline involving suspensions of fourteen (14) days or less, the employee against whom disciplinary action is sought to be initiated shall be served with a written notice of the charges against the employee and shall be further informed that said employee will be suspended after **ten (10) calendar** days during which **ten-day** period the employee shall remain on the job or on the clock (in pay status) at the option of the Employer. **However, if a timely grievance is initiated, the effective date of the suspension will be delayed until disposition of the grievance, either by settlement or an arbitrator's final and binding decision. The employee shall remain on the job or on the clock (in pay status) at the option of the Employer.**

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ARTICLE 17  
UNION REPRESENTATION

**Section 17.01. Appointment of Representatives**

17.01(a). The Union may certify a steward from the bargaining unit for each **the work locations in a specified district**. The Union may also certify an area representative for the **work locations** in a specified area. Grievances and disciplinary actions will be handed by stewards designated by the NPPN President as provided in Section 17.01(b).

17.01(b). The NPPN President may designate any NPPN steward or any APWU steward to handle a particular grievance or disciplinary matter. If the union representative does not work at the facility in which the grievance arose, the matter may be handled by telephone.

**Section 17.02. Rights of NPPN Representatives**

17.02(a). Stewards and other union representatives may investigate, present, and adjust Grievances. The steward or representative properly certified in accordance with Section 17.01 may request and shall have access through the appropriate supervisor to review the documents, files, and other records necessary for and relevant to processing a grievance or determining if a grievance exists and shall have the right to interview the aggrieved employee(s), supervisors, and witnesses during working hours, provided such interviews do not disrupt the operations of the **work location** or other postal work units. Such requests shall not be unreasonably denied.

17.02(b). When it is necessary for a steward or other union representative to leave his or her **work location** or facility to investigate and adjust grievances or to investigate a

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specific problem to determine whether to file a grievance, he or she shall request permission from the immediate supervisor. Such request shall not be unreasonably denied. In the event the duties require the steward or representative to leave the **work area** and enter another area within a facility or another facility, the steward or Union representative must also receive permission from the supervisor of the area to be entered, and such request shall not be unreasonably denied.

While serving as a steward, an employee may not be involuntarily transferred to another tour or **work location** unless there is no other assignment for which the employee is qualified on his or her tour or in the **work location**.

17.02(c). All polygraph tests shall be voluntary.

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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:

21.01(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.

21.01(b). **For career employees on the rolls prior to the effective date of this Agreement**, the bi-weekly Employer contribution for self only and self and family plans is adjusted to an amount equal to ~~82% in 2014~~ **79% in 2014, 77% in 2015**, and ~~81% in 2014~~ **76% in 2016** 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 2014~~ **2014, January 2015**, and ~~January 2014~~ **2016**. **For career employees hired on or subsequent to the effective date of this Agreement, the bi-weekly Employer contribution for self only and self and family plans in Plan Years 2014 and 2015 is adjusted to the amount equal to 77% of the weighted average bi-weekly premiums under the FEHBP as determined by OPM. The employer contribution will be adjusted to 76% in January 2016.** The Employer's contribution rate for Plan Years ~~2012~~ **2017** and ~~2013~~ **2018** shall equal the rate then in effect for the American Postal Workers Union, AFL-CIO.

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21.01(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 FEHB as determined by the Office of Personnel Management.

21.01(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 child care and elder care expenses as authorized under Section 125 of the Internal Revenue Code.

21.01(e). **For career employees on the rolls prior to the effective date of this Agreement**, the limitation upon the Employer's contribution towards any individual employee shall be ~~85.5% in 2010~~ **82.25% in 2014, 80.25% in 2015**, and ~~84.5% in 2011~~ **79.25% in 2016** of the subscription charge under the FEHB. **For career employees hired on or subsequent to the effective date of this Agreement, the limitation shall be 80.25% for 2014 and 2015, and 79.25% for 2016.** The Employer's contribution limitation for Plan Years ~~2012~~ **2017** and ~~2013~~ **2018** shall equal the rate then in effect for the American Postal Workers Union, AFL-CIO.

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Article 26 of the 2007 USPS/NPPN National Agreement, entitled "Uniforms," is removed from the successor National Agreement.



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ARTICLE 30  
NONPOSTAL TRAINING AND EDUCATION

**Section 30.01. General Training Policy**

The Employer recognizes that the availability of training opportunities is in the best interests of the Employer and all of its employees. Therefore, the Employer shall continue in effect the provisions of Chapter 7 of the Employee and Labor Relations Manual, Training and Development, as such chapter may apply to employees covered by this Agreement. The United State Postal Service Occupational Medical Program strives to maintain the highest level of medical and nursing expertise. Employer-provided continuing education for nurses will be part of this effort. In furtherance of this policy, nurses may be required to attend courses, seminars, and meetings to enhance their occupational nursing skills as those skills relate to employment as Postal Service Occupational Health Nurses.

**Section 30.02. Continuing Education**

Section 30.02(a). Continuing Education Required For License

Each nurse must earn the number of nursing continuing education hours **units** (CEHs **CEUs**) as required by state law or regulation to maintain their nursing licenses by attending courses, seminars, or similar programs. Each nurse will also be provided CPR training as required by their state of licensing with the training provided or paid for by the Employer.

Section 30.02(b). Other Continuing Education **Reimbursement**

~~The Employer is required to permit each nurse to receive a minimum of 64 hours of training in courses which offer approved continuing education hours (CEHs) including~~

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~~CEHs earned under 30.02(a), if any, during the period from April 15, 2009, through August 10, 2012. A nurse may use 32 hours of continuing education in a single year of a two-year period. However, nurses shall not be permitted to wait until the end of the Agreement expiration period before attending continuing education courses. Reasonable requests for training may not be denied solely on the basis of lack of district or area funding.~~

**Occupational Health Nurses will be permitted to attend a maximum of 24 hours of continuing education unit (CEU) courses on the clock per calendar year.**

**The Employer will reimburse career Occupational Health Nurses for up to \$500 per calendar year for the following expenses:**

- (1) Courses for CEU credits to maintain RN certification and costs associated with those courses, including travel costs;**
- (2) Courses for CEU credits to maintain other relevant professional certifications (e.g., COHN), and costs associated with those courses, including travel costs;**
- (3) Annual renewal fees for RN certifications or other relevant professional certifications; or**
- (4) Annual membership fees in professional nursing organizations, except that such reimbursement will be conditioned upon proof that the employee obtained at least one CEU credit through their membership in the professional organization in the year for which the membership fee is being reimbursed.**

The USPS is committed to providing educational opportunities that enable career occupational health nurses to acquire the skills and knowledge necessary to practice competently in the specialty of occupational health nursing. Occupational health nurse continuing education may be provided through the National, State and Local American

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Association of Occupational Health Nurses Chapters and other approved sources which provide educational courses in Occupational Health Nursing. The Postal Service recommends that these, or equivalent sources, are used for this required continuing education.

Particular emphasis in continuing education training shall be placed on enabling nurses to acquire the skills and knowledge necessary to perform the duties of the newly-revised OHN Position Description. Such training may be provided by the USPS using in-house resources at the discretion of the USPS.

#### Section 30.02(c). Exceptions

Nurses who enter the bargaining unit less than twelve (12) months before the expiration of this Agreement are not entitled to training financed by the Employer.

#### **Section 30.03. Requests and Approvals**

**Occupational Health Nurses will have the discretion to apply their reimbursement funds toward any of the categories listed in Section 30.02(b). Occupational Health Nurse attendance at and reimbursement for continuing education sessions will be subject to Management approval.** Requests for approval to attend continuing education sessions and for schedule changes to cause such attendance to coincide with scheduled work hours are to be submitted through the employee's supervisor to the Senior Area Medical Director for review and recommendation to the installation head. These requests must be made in writing as far in advance as possible, but not less than thirty (30) days before the date of the program. The installation head shall act on the request as expeditiously as possible, and shall, to the extent possible, advise the employee of the approval or denial of the request in writing no later than fourteen (14) days after the date on which the request was received. The Senior Area Medical Director reserves the right to provide or prescribe continuing education hours (CEHs) courses. Training denials may be reviewed in accordance with Elm 742.22.  
The Postal Service does not recognize or pay for "home study courses."

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**Section 30.04. Payment**

Approved attendance hours in training as described in 30.02 will be paid at the nurse's straight time basic salary but excluding night shift, Sunday premium, out-of-schedule and all other premiums. However, nurses continue to be subject to FLSA regulations. Training tuition, fees, books, and supplies will be provided in accordance with Section 742.31 of the ELM.

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ARTICLE 32  
SEPARABILITY AND DURATION

**Section 32.01. Separability**

Should any part of this Agreement or any provision contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portion of this Agreement, and they shall remain in full force and effect. When any provision is declared invalid, the parties will negotiate for a substitute provision concerning that subject matter in accordance with the procedures specified in 39 U.S.C. §1207.

**Section 32.02. Duration**

This Agreement effective upon the date of execution, except where otherwise noted, shall remain in full force and effect to and including 12 midnight ~~August 10, 2012~~ **August 18, 2017**, and unless either party desires to terminate or modify it, for successive annual periods. The party demanding such termination or modification must serve written notice of such intent to the other party, not less than 90 or more than 120 days before the expiration date of the Agreement.

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The following Memoranda of Understanding (MOUs) included in the 2007 USPS/NPPN National Agreement will continue in the successor National Agreement:

Memorandum for Responsible Health Unit Managers Re: Use of Contract Nurses  
MOU Re: Selection of Arbitration Panels  
LOI Re: Immunity from Liability  
LOI Re: Medical Directives  
MOU Re: Annual Leave Exchange Option  
MOU Re: Deaf and Hard of Hearing  
MOU Re: Electronic Access to Information  
MOU Re: Leave Sharing  
MOU Re: Removal of Social Security Number References  
MOU Re: Sick Leave for Dependent Care  
MOU Re: Time Limitations Concerning Bone Marrow, Stem Cell, Blood Platelet, and Organ Donations  
MOU Re: Seniority Tie Breaker

The following Memoranda of Understanding (MOUs) included in the 2007 USPS/NPPN National Agreement will **not** continue in the successor National Agreement:

MOU Re: Reassignment of Occupational Health Nurses

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED STATES POSTAL SERVICE  
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**Re: Layoff**

Each employee who is employed in the regular work force as of **August 10, 2012**, shall be protected henceforth against involuntary layoff or force reduction during the term of this Agreement. This Memorandum of Understanding shall expire on **August 18, 2017**.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED STATES POSTAL SERVICE  
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**Re: Flexible Starting Salary**

The United States Postal Service and the National Postal Professional Nurses (NPPN) agree that the Employer, where it determines in its discretion that such action is warranted, may set the starting salary for newly hired bargaining unit employees at ~~up to Step 3~~ **any step** of the salary schedule. Any current bargaining unit employee at the facility at a lesser step(s) than the newly hired employee at that facility, will be placed at the same step as the newly hired employee.



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED STATES POSTAL SERVICE  
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**Re: Article 21.01**

The method for determining the Employer bi-weekly contributions to the cost of employee health insurance for those NPPN career employees enrolled in the APWU Health Plan Consumer Driven Self or Consumer Driven Family options (FEHBP Codes 474 and 475) shall be as follows:

- A. The bi-weekly Employer contribution for the APWU Health Plan Consumer Driven Self option or Consumer Driven Family option will be 95% of the total premium, subject to the conditions in parts B and C, for Plan Years 2010 **2014, 2015**, and 2014 **2016**. For Plan Years 2012 **2017** and 2013 **2018**, the Employer's contribution will equal the rate then in effect for the American Postal Workers Union, AFL-CIO.
- B. The limitation upon the Employer's contribution toward the APWU Health Plan Consumer Driven Self and Consumer Driven Family options shall be 79% of the weighted average bi-weekly premiums under the FEHBP as determined by the Office of Personnel Management in January 2010 **2014, January 2015**, and January 2014 **2016**. For Plan Years 2012 **2017** and 2013 **2018**, the Employer's contribution limitation will equal the rate then in effect for the American Postal Workers Union, AFL-CIO.
- C. ~~Those employees on the rolls August 18, 2007 but not enrolled in an FEHBP plan, and those employees hired after August 18, 2007,~~ will receive the Employer contribution in the APWU Health Benefit Consumer Driven Self or Consumer Driven Family plans only after those employees are first enrolled in a FEHBP plan for a period of one full year. Otherwise, the Employer contribution for those employees who may choose to enroll in the APWU Health Plan Consumer Driven Self or Consumer Driven Family plans shall be the same as the contribution for other plans under this Agreement.

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**MEMORANDUM OF UNDERSTANDING  
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**Re: Bereavement Leave**

NPPN represented employees may use a total of up to three workdays of annual leave, sick leave, or leave without pay, to make arrangements necessitate by the death of a family member or to attend the funeral of a family member. Authorization of leave beyond three workdays is subject to the conditions and requirements of Article 10 of this 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 – **including a mother-in-law or father-in-law**; or
- (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 available.

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.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE UNITED STATES POSTAL SERVICE  
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**Re: Alternative Work Schedules**

The USPS and the NPPN agree to explore the implementation of a pilot program utilizing a voluntary alternative work schedule (AWS) at one or more work sites selected by the parties.

The implementation of an alternative work schedule is contingent upon the NPPN 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 OHN 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 is anticipated a joint committee consisting of members from the Union and the Employer will choose the work site(s) and type(s) of flexible work arrangements that will be part of the AWS pilot program. 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 the Employer's personnel costs are increasing.

The discontinuance of the alternative schedule will not be a grievable action. Any disputes involving the flexible work arrangement will be resolved by a subcommittee of the National Joint Labor-Management Committee as outlined in Section 27.02 of the parties' Agreement.

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The Employer will provide the Union with the staffing and related salary information to assist the Union in preparing its proposal as outlined above.

At the selected site(s) where the pilot program is implemented, the Union will waive any overtime premium or out of schedule pay an OHN would otherwise be entitled to pursuant to the terms of the Agreement but for the implementation of the alternate schedule.