postal agreement with the department of defense

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FOREWORD

Postal service for all branches of the Armed Forces is provided jointly by the U.S. Postal Service and the Department of Defense under terms of a formal agreement as printed in this publication. The Agreement has been published to insure that postal officials concerned with providing postal services to the Armed Forces are fully acquainted with its terms.

Pursuant to paragraph V of the general policy statements of the Agreement, the Postmaster General has designated the Senior Assistant Postmaster General, Operations Group, as the U.S. Postal Service official to maintain continuing liaison with the military postal authorities and to represent the U.S. Postal Service in carrying out terms of the Agreement.

C. Neil Benson

Senior Assistant Postmaster General
Operations Group

POSTAL AGREEMENT BETWEEN THE UNITED STATES POSTAL SERVICE AND THE DEPARTMENT OF DEFENSE

I. PURPOSE In recognition of the need for providing coordinated and efficient postal services for the Armed Forces in time of peace, war, or national emergency, and during maneuvers, the Department of Defense and the United States Postal Service consider it appropriate to enter into the following agreement setting forth their respective responsibilities.

II. DEFINITIONS Terms used in this Agreement are defined in Appendix A.

III. POLICY

A. The Military Postal Service is operated as an extension of the United States Postal Service as authorized by 39 U.S.C. 406.

B. The Department of Defense and the Postal Service agree to attempt to furnish mail service to the military equal to that provided the civilian population in the United States.

C. The Department of Defense and the Postal Service affirm the importance of the national goal of energy conservation, and both parties resolve to minimize energy expenditure while conducting military postal operations.

IV. RESPONSIBILITIES

A. The Department of Defense agrees to:

1. Maintain and operate military post offices in support of Armed Forces operations and personnel at locations outside the United States, or inside the United States where the military situation requires;

2. Ensure that each military post office that provides postal financial or accountable mail services or exchanges incoming and outgoing mail directly with carriers is supervised by at least one qualified, on site, military member of the Armed Forces;

3. Administer the military postal service in accordance with law, with policies and regulations of the Postal Service, and with consistent implementing directives of the Department of Defense;

4. Arrange with foreign governments to permit military post offices to be established and military postal operations to be conducted in foreign countries;

5. Furnish information required by the Postal Service to provide efficient postal services to authorized personnel and units;

6. Establish and operate mail control activities at principal locations used by the Postal Service to receive and dispatch military mail and to provide information to distribute and dispatch mail for overseas and maneuver forces, ships, and other mobile units;

7. In time of war or national emergency, assist or supplement Postal Service operation of bulk mail centers, postal concentration centers, and airport mail facilities;

8. Establish and operate mail control activities at military aerial ports to receive outgoing military mail from the Postal Service for dispatch via military air transport and to receive incoming military mail via military air transport for entry into civilian postal channels;

9. Conduct postal finance services at military post offices, to include selling stamps and stamped paper; issuing domestic money orders; cashing money orders, when feasible, and providing certified, insured, and registered mail services. Remittances to the Postal Service shall be in dollars in the amounts required by the schedules of rates, fees, and charges provided by postal regulations;

10. Make periodic audits and inspections of military post offices.

B. The United States Postal Service agrees to:

1. Provide postal services for the Armed Forces at locations inside the United States, including the establishment of civilian post offices on military installations and the usual postal finance, mail handling, carrier delivery and collection, and special delivery services consistent with United States postal laws and regulations, normal standards of the Postal Service, and changing military requirements;

2. Establish and operate postal concentration centers, as needed, for the concentration, sorting, and delivery or dispatch of military mail in accordance with requirements of the Department of Defense.

3. Process military mail in an expeditious manner while efficiently separating mail for the Armed Forces prior to delivery or dispatch;

4. Furnish information to the Department of Defense to permit proper routing of military mail prior to its entry into civilian postal channels;

5. Authorize the establishment of military post offices as branches of designated civilian post offices;

6. Extend stamp credits from designated civilian post offices to postal finance offices and other custodians of postal effects;

7. Assist the Department of Defense by informing postmasters and the public of proper addressing practices, applicable restrictions, and other military mail matters of interest.

V. ADMINISTRATION

A. The Assistant Secretary of Defense (Manpower, Reserve Affairs and Logistics) shall serve as the point of contact with the United States Postal Service and shall implement and administer this agreement for the

Department of Defense. The Assistant Secretary of Defense (Manpower, Reserve Affairs and Logistics) may enter into supplemental agreements with the United States Postal Service as may be necessary to carry out the purposes of this agreement.

B. The Senior Assistant Postmaster General, Operations Group, shall serve as point of contact with the Department of Defense and shall implement and administer this agreement for the United States Postal Service. The Senior Assistant Postmaster General, Operations Group, may enter into supplemental agreements with the Department of Defense as may be necessary to carry out the purposes of this agreement.

VI. REVIEW AND AMENDMENT This agreement may be amended at any time by mutual agreement. It shall be reviewed every five years by the Department of Defense and the Postal Service.

VII. EFFECTIVE DATE This agreement is effective when signed by both parties, and supersedes the existing agreement dated February 2, 1959, as amended. To the extent provisions in any other agreement between the Postal Service and the Department of Defense are inconsistent with this agreement, this agreement takes precedence.

FOR THE DEPARTMENT OF DEFENSE:	FOR THE UNITED STATES POSTAL SERVICE:
Deputy Secretary of Defense	*Postmaster General*

February 21, 1980

APPENDIX A
USPS-DOD POSTAL AGREEMENT

DEFINITIONS

Accountable Equipment—Postal Service equipment entrusted by an accountable postmaster to a custodian of postal effects for use at a military post office.

Accountable Mail—A term for registered, numbered-insured, and certified mail.

Aerial Mail Terminal—A Department of Defense facility established at foreign airports or U.S. overseas bases to send, receive, distribute, combine, transfer, and dispatch military mail.

Aerial Port—An airfield that has been designated for air movement of personnel and material and as an authorized port for entrance or departure from the country in which it is located.

Airport Mail Facility—A Postal Service mail processing installation established to concentrate, transfer, receive, distribute, and dispatch air eligible mail.

Armed Forces—The United States Army, Navy, Air Force, Marine Corps, Coast Guard, and components thereof.

Army or Air Force Post Office—A military post office, activated, staffed, and operated by the Department of the Army or Department of the Air Force to serve authorized organizations and personnel.

Bulk Mail Centers—Postal Service mail processing centers that comprise a nationwide system for concentration, distribution, and transportation of third and fourth class mail and second class mail without time value.

Civilian Post Office—A United States post office, branch, station, or money order unit operated by employees of the Postal Service or under contract with that agency.

Continental United States—The 48 contiguous states and the District of Columbia.

Custodians of Postal Effects—Members or civilian employees of the Armed Forces accountable for administration of the postal effects entrusted to them by the Postal Service for the operation of military post offices. Civilian custodians of postal effects are supervised by members of the Armed Forces.

Department of Defense—The executive department that includes the Office of the Secretary of Defense, the military departments, Defense agencies, the Organization of the Joint Chiefs of Staff, and the Unified and Specified Commands.

Financial Postal Clerk—A civilian employee of the Armed Forces who receives or delivers incoming or outgoing mail and performs financial services at a military post office. Financial postal clerks are supervised by members of the Armed Forces.

Fleet Mail Center—A facility operated by the Navy to receive, distribute, transfer, and dispatch military mail for transportation to, from, and within overseas areas.

Fleet Post Office—A Naval activity established within the Continental United States by the Chief of Naval Operations near a Postal Concentration Center for the purpose of providing a standard mail address for forces afloat and for mobile shore-based units and activities overseas and maintaining liaison with and furnishing mail routing and dispatching information to appropriate civilian and military postal authorities.

Mail Clerk—(e.g., unit mail clerk, mail orderly, consolidated mailroom clerk, Postal Service Center clerk). A member or civilian employee of the Armed Forces, or an employee of a civilian agency, who receives or delivers incoming or outgoing mail at a civilian or military post office or designated mailroom, on behalf of a military unit or civilian agency.

Mail Control Activity—A civilian or military facility engaged in the handling of mail, i.e., an aerial mail terminal, airport mail facility, bulk mail center, fleet mail center, military mail terminal, or Postal Concentration Center.

Mail Directory—An alphabetical listing by name of individuals served and those departed. Inside the United States, mail directories are maintained by military units to process undeliverable military mail for personnel in a transient or temporary duty status of 180 days or less. Outside the United States, mail directories are maintained by units, military post offices and central or area postal directories to process undeliverable military mail for personnel of the command.

Mail Directory Service—A search of mail directory files for the name of the addressee of undeliverable military mail and endorsing each piece to show a forwarding address or reason for nondelivery.

Mailroom—A facility operated by the Department of Defense for the receipt and delivery of mail for military units or other authorized organizations and agencies.

Military Departments—The Departments of the Army, Navy, and Air Force.

Military Mail—Domestic and international mail which bears a military address or return address and that, at some stage in its transmission, is in the possession of the Department of Defense.

Military Mail Terminal—In the United States, a mail control activity that provides information for the in-transit processing, dispatch, and transportation of military mail addressed to overseas military post offices. Overseas, a military facility established and operated to meet the requirements of the area or overseas command to receive, distribute, relabel, dispatch, control, or regulate the flow of bulk outgoing and incoming mail.

Military Post Office—A branch of a designated United States civilian post office established by authority of the Postal Service and operated by one of the military departments. The term includes Army or Air Force Post Offices, Navy Post Offices, and such Coast Guard Offices as may be established.

Military Postal Clerk—A member of the Armed Forces designated to perform postal duties.

Military Postal Service—The command, organization, personnel, and facilities established to provide, through military post offices, a means for the transmission of mail to and from the Department of Defense, members of the Armed Forces, and other authorized agencies and individuals.

Navy Post Office—A military post office activated, staffed, and operated by the Department of the Navy to serve authorized organizations and personnel.

Postal Concentration Center—A Postal Service facility at which military mail is concentrated for processing and delivery or dispatch.

Postal Effects—All stock, funds, and accountable equipment entrusted to the Department of Defense by the Postal Service for military postal operations. Postal effects include postage stamps, stamped paper, and funds derived from their sale; blank money order forms, paid money orders, and money order funds; fees collected for special mail services; and any accountable equipment furnished by the Postal Service.

Postal Finance Officer—A custodian designated to maintain wholesale quantities of postal effects and nonaccountable equipment and supplies issued to retail custodians of postal effects, for the operation of military post offices.

Postal Service—The United States Postal Service, an independent establishment of the Executive Branch of the Government of the United States, established under the authority of Title 39, United States Code, to provide postal services to the people of the United States.

Postal Service Center—A facility operated by the Air Force for receipt and delivery of military mail.

United States—The 50 States, the District of Columbia, and the territories and possessions of the United States.

SUPPLEMENTAL POSTAL AGREEMENT: ADMINISTRATIVE DETAILS

I. TRANSPORTATION

A. The Department of Defense agrees to arrange for military mail transportation from overseas postal facilities to commercial or military terminals in the United States and between military postal activities within overseas areas.

B. The Postal Service agrees to:

1. Arrange for military mail transportation to overseas postal facilities from commercial terminals in the United States and make transportation arrangements when the postal services of another country are required. However, this does not preclude Military Departments from making direct arrangements for the transportation of military mail to or between designated overseas points on a short term basis when operational requirements dictate.

2. Provide inbound and outbound mail transportation between the postal concentration centers and military or commercial air or surface carriers.

3. Transport mail between civilian post offices on military installations and the receiving or dispatching Postal Service facility.

II. PERSONNEL

The Department of Defense agrees to:

1. Appoint mail clerks and issue them uniform identification cards.

2. Assign only qualified personnel to duties in military post offices, mailrooms, mail control activities, and other postal facilities. No persons convicted of a crime involving theft or moral turpitude or disciplined for any action reflecting unfavorably upon their integrity shall be assigned to postal duties. Those having a history of psychiatric disorder, alcoholism, or drug abuse may be so assigned if medical evidence of current good health, sufficient to meet published Postal Service standards, is available. This does not preclude the Department of Defense from establishing requirements that are more stringent than the published Postal Service standards.

III. EQUIPMENT

A. The Postal Service agrees to:

1. Provide equipment and furniture necessary for the operation of civilian post offices located on military installations.

2. Furnish equipment and supplies for use in military post offices. Equipment shall be new or serviceable and shall be issued in accordance with

mutually determined issuance standards. Supplies and accountable equipment shall be furnished without charge. Nonaccountable equipment shall be furnished on a reimbursable basis beginning in FY 1982.

3. Repair equipment for which it has a unique capability.

B. The Department of Defense agrees to transport such equipment between the continental United States and the overseas destination.

IV. DELIVERY

A. The Department of Defense agrees to:

1. Decline to accept Collect on Delivery mail for delivery at military post offices.

2. Not provide special delivery service.

3. Deliver mail to personnel in a temporary duty status, in training, and where delivery requirements exceed Postal Service standards.

4. Deliver accountable mail, delivery of which is restricted by the sender, through mail clerks, only upon the written authorization of the addressee when it is impracticable for the addressee to accept delivery in person at the civilian post office.

B. The Postal Service agrees to:

1. Neither accept nor forward to military post offices any Collect on Delivery mail.

2. Provide delivery service on military installations in the United States commensurate with the delivery service that would be provided for civilian communities of comparable characteristics. Postal Service criteria shall be used in considering extensions of delivery service. Mail to principal administrative buildings or commands shall be delivered in bulk. The Postal Service agrees to also provide the mail in bulk to personnel and basic units in a transient or temporary duty status of 180 days or less. Where criteria will not allow free delivery service to be established or extended, the Postal Service agrees to provide the mail for individuals in bulk to basic units. However, in locations with adjacent civilian communities having delivery service, the Postal Service agrees to submit proposals to the Department of Defense to furnish service to groups of receptacles consistent with mutually agreed criteria and funding.

3. Deliver accountable mail addressed to military personnel, at military installations served by civilian post offices, to the addressees or mail clerks upon proper receipt.

V. CLAIMS

A. The Department of Defense agrees to:

1. Assume financial liability, under military claims procedures, for loss, damage, theft, wrong delivery, or rifling of accountable mail after receipt

from or prior to delivery to a civilian or military post office by a mail clerk employed by the Department of Defense.

2. Reimburse the Postal Service for claims submitted by the Postal Service for the value of postal effects embezzled or lost through negligence, errors or defalcations while in the possession of military post office personnel. Reimburse the Postal Service for claims paid by the Postal Service for losses of accountable mail through negligence, errors, or defalcations while in the possession of military post office personnel.

a. To be reimbursable, claims must be submitted within one year from the discovery of the loss by the Postal Service.

b. In all just and expedient cases, the military departments may request the Postal Service to take action under 39 U.S.C. 2601(a)(3) to adjust, pay or credit the account of a Military Post Office, Postal Finance Officer, Military Postal Clerk, Financial Postal Clerk, Custodian of Postal Effects, or persons acting in those capacities for any loss of Postal Service funds, papers, postage, or other stamped stock or accountable paper, under the same standards as such credit is granted to Postal Service employees.

B. The Postal Service agrees to relieve custodians of postal effects of responsibility for the amount of the invoice of any shipment of stamps or stamped paper lost in transit as a result of casualty.

VI. LOGISTICAL AND ADMINISTRATIVE SUPPORT

A. The Department of Defense agrees to:

1. Furnish adequate facilities for civilian post offices located at military installations solely in support of the installation's mission. Utilities and local telephone service shall be furnished on a reimbursable basis beginning in FY 1982.

2. Offer billeting and meals to civilian post office employees who work at military installations on the same basis as those offered to Department of Defense civilian employees.

3. Issue invitational travel orders for Postal Service representatives who, at the request of the Department of Defense, are assigned to perform inspections, investigations, or audits of overseas military postal operations.

B. The Postal Service agrees to:

1. Reserve the right to discontinue civilian post offices on military installations where existing conditions endanger the health, safety, or welfare of its employees.

2. Furnish office space for related military mail terminals, fleet post offices, or liaison units at postal concentration centers.

VII. AUDITS AND INSPECTIONS

A. The Department of Defense agrees to:

1. Assist Postal Service representatives in surveying, inspecting, and auditing military postal operations.

2. Conduct surveys, inspections, investigations, and audits of Department of Defense postal facilities and operations as needed to verify that accountable postal effects are on hand and properly protected, that all revenue due the Postal Service is being collected and properly accounted for, and that the service rendered is efficient and in accordance with Postal Service and Department of Defense regulations.

B. The Postal Service agrees to assign Postal Inspectors or other representatives of the Postal Service, as practicable, to conduct surveys, inspections, investigations, and audits of military postal operations to assure that efficient postal service is maintained.

VIII. MAIL SORTATION

A. Except in time of war or other emergency as determined by the Secretary of Defense, the Postal Service agrees to:

1. Sort mail for overseas forces in fixed base units to the five digit Army Post Office/Fleet Post Office ZIP Code separation. Mail for ships and other mobile units shall be sorted to the mobile unit by ZIP Code or name when warranted. Mail for maneuver forces, air groups, submarine groups, units in transit or temporary duty status for 180 days or less, and other similar units shall be separated in accordance with the needs of the Department of Defense. The Department of Defense agrees to develop mail routings for all of the above mail and provide the routing instructions to the postal concentration centers of the Postal Service.

2. Sort mail for the forces at installations in the United States where delivery receptacles are not provided to basic military units or numbered boxes in groups of approximately 200, so far as practicable and mutually agreeable to the Postmaster and military authorities concerned.

B. In time of war or other emergency as determined by the Secretary of Defense, the Postal Service agrees to:

1. Allow the Department of Defense to control ZIP Code assignment to all military units.

2. Specify jointly with the Department of Defense the sorting of mail for overseas forces and forces at installations in the United States.

C. Postal Service criteria shall be used to assign ZIP Codes to military installations in the United States.

D. The Department of Defense and the Postal Service agree to cooperate in the assignment and use of overseas ZIP Codes.

1. Normally each military installation shall have one five digit ZIP Code, although special circumstances may be considered in assigning additional ZIP Codes. Additional ZIP Codes shall only be assigned if all resulting separations receive at least 1,000 pieces of mail per day. The implementing procedures for nine digit ZIP Codes shall be jointly developed.

2. The Department of Defense agrees to make every reasonable effort to see that its components have the correct ZIP Code in their address and

return address. The Postal Service agrees to make every reasonable effort to see the correct ZIP Code is in the address and return address of mail for military units and personnel originated by other government agencies and the civilian sector. Since the ZIP Code furnishes the Postal Service with its sole method of forwarding Army Post Office and Fleet Post Office mail, the Postal Service agrees to return to sender at the post office of origin all mail for Army Post Office or Fleet Post Office addresses that does not have an authorized Army Post Office/Fleet Post Office ZIP Code.

IX. MAIL FORWARDING

A. Where the Department of Defense delivers the mail it agrees to provide directory service for undeliverable-as-addressed military mail and endorse each piece to show a forwarding address or reason for nondelivery.

B. Where the Postal Service delivers the mail it agrees to maintain change of address forms and endorse forwardable mail that is undeliverable as addressed.

X. SAM/PAL LAW

A. This paragraph provides for the joint development of regulations as required by 39 U.S.C. 3401 (f) (1976) by the Postal Service and the Department of Defense concerning administration of the "SAM/PAL Law." Each party agrees to designate one or more organizational counterparts to serve on a committee to discuss conditions and regulations under which the SAM/PAL law will be jointly administered.

1. For the Postal Service, the designees are: The Assistant Postmasters General, Mail Processing Department, and Rates and Classification Department, or their designees; and, the Chief Postal Inspector or his designee.

2. For the Department of Defense, the designee is: The Deputy Assistant Secretary of Defense (Supply, Maintenance and Transportation) or his designee.

B. Neither party shall take any unilateral action with respect to implementing policies, conditions, or regulations promulgated exclusively under the SAM/PAL law without prior consultation with the other party. Committee meetings may be held upon written request of either party. Following such consultation, a joint committee report may be prepared for transmission to the respective managements.

C. Nothing herein is intended to provide for the joint administration of any activity whose administration is not provided for by 39 U.S.C. 3401 (f) (1976).

D. This section supersedes the supplementary agreement dated September 30, 1976 concerning "Joint Administration of Title 39, United States Code, Section 3401 (The SAM/PAL Law) by the United States Postal Service and the Department of Defense."

XI. REVIEW AND AMENDMENT

This Agreement may be amended at any time by mutual agreement. It shall be reviewed every five years by the Department of Defense and the Postal Service.

XII. EFFECTIVE DATE

This Agreement is effective when signed by both parties.

FOR THE DEPARTMENT OF DEFENSE:	FOR THE UNITED STATES POSTAL SERVICE:
Assistant Secretary of Defense	*Senior Assistant Postmaster General* *Operations Group*

February 22, 1980

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