

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

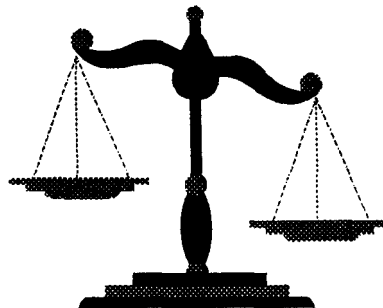
AMERICAN POSTAL WORKERS UNION

AND

UNITED STATES POSTAL SERVICE

GREENVILLE, SC 29602-9998

1994-1998



**LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATE POSTAL SERVICE
GREENVILLE SOUTH CAROLINA
AND
THE AMERICAN POSTAL WORKERS UNION**

ITEM 1. ADDITIONAL OR LONGER WASH UP PERIODS.

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

**ITEM 2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE (5)
DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.**

CLERKS 2.1 Full-time positions will be established with fixed days off.

MAINT 2.2 Full-time positions will be established with either fixed days off or rotating days off based on Article 38, Section 4.C.6.

SPEC DEL 2.3 Full-time positions will be established with fixed days off.

**ITEM 3. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF
POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL
AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE
OF EMERGENCY CONDITIONS.**

ALL 3.1 The decision for the curtailment or termination of postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When a decision has been reached to curtail postal operations, to the greatest extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees. Depending upon the severity of the emergency situation and what is allowed by local authorities under such a situation, Postal Service telephone will be open for employees to call for information. Employees involved in actual emergency situations will take immediate action to protect themselves and the mails. Under such circumstances, management will be advised as

soon as possible. Whenever possible, the installation head or his/her designee shall meet with the local union representative to discuss such factors as:

3.1.A The degree of emergency as stated by and acted upon by responsible governmental authorities.

3.1.B The degree of unsafe conditions resulting from such emergency as it relates to employees performing their duties.

ITEM 4. FORMULATION OF LOCAL LEAVE PROGRAM.

- ALL
- 4.1 Sign up for the choice vacation period will start on or following the first Monday in January and conclude on the last day of January.
 - 4.2 The supervisor will use a leave calendar showing all weeks available within the choice period and the employee will sign for the week(s) desired as his or her selection(s).
 - 4.3 Each employee must be ready to make his or her selection(s) when contacted. If not ready, the employee will have until his or her next scheduled work day to make the selection(s).
 - 4.4 Swapping of vacation selection is not permitted.
 - 4.5 Choice vacation selection week(s) must be used or canceled in their entirety.
 - 4.6 In the event an employee has gained approval for his/her selection for choice vacation and then transfers to another **section**, the employee will be able to retain his/her selection for choice vacation at the new section.

ITEM 5. THE DURATION OF THE CHOICE VACATION PERIOD(S).

- ALL
- The choice vacation period duration will be from the first Saturday of February with the last available selection concluding the last Friday of November.

ITEM 6. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.

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

6.2 In that the start day of the vacation may vary, the service week (starting Saturday) with the majority of vacation days will be blocked off as it relates to the percentage factors available for annual leave.

ITEM 7. **WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD. IN UNITS OF EITHER FIVE (5), OR TEN (10) DAYS.**

ALL Employees may at one time make two selections during the choice vacation period in units of either five (5) or ten (10) days in accordance with the National Agreement, specifically Article 10.3D. Should a selection include a holiday, it will be considered a day of leave.

ITEM 8. **WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.**

- ALL
- 8.1 Jury duty will not be charged to choice vacation selections.
 - a.2 Up to 6 designated union officials shall be allowed off for the APWU National Convention and their absence not charged against the percentage allowed off for choice vacation provided there will not be more than one designated official per leave section.
 - 8.3 Up to 6 designated union officials shall be allowed off for the APWU State Convention and their absence not charged against the percentage allowed off for choice vacation provided there will not be more than one designated official per leave section.
 - a.4 Management will endeavor to allow as many employees off as operationally feasible to attend these conventions.

ITEM 9. **DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.**

CLERK 9.1 Management is obligated to approve up to 14% off for a choice vacation selection. The percentage and determination of where employees are domiciled for purposes of choice leave sign up will be based on their pay location and the complement of assigned people in the pay location on day one of the choice vacation sign up period. Subsequent movement will be discounted. Sections are defined as follows:

9.1.A Station or Branch (Relief Clerks are considered to be part of the station).

9.1.B Administrative Unit by functional area.

9.1.c Manual clerks, by tour and scheme where applicable.

9.1.D LSM operators, by tour and scheme where applicable.

9.1.E FSM operators, by tour and scheme where applicable.

9.1.F Mail Processors, by tour.

9.1.G In the event that automated or mechanized equipment is domiciled at a station, those employees designated to run the equipment will be a section unto themselves at that station.

9.1.H CFS operators, by tour.

9.1.1 Relief and Pool clerks by functional area.

9.1.J Main Office Window Section (to include Customer Service Relief & Pool Clerks) is a Station.

9.1.K AMF clerks, by tours.

9.2 Application of the leave percentage factor will result in at least one person off in each leave section.

SPEC DEL **9.3** Maximum number of employees on leave each week during the choice vacation period will be one (1).

MV **9.4** The maximum number of employees granted leave at the same time shall be 15% of the mechanics and 15% of the storekeepers, clerks and garagemen, except that during the week of July 4 the maximum number will be 30%. The week of July 4 is the week generally observed by the general population of Greenville. Percentage will be rounded off to the next highest whole number.

MAINT **9.5** Except in emergency, two (2) custodial and three (3) equipment maintenance personnel may be granted leave at the same time for choice vacation. This will be limited to two (2) MPE and one (1) ET in any one week. If necessary, due to increase in complement, the employer may increase the number granted leave at the same time.

ITEM 10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

ALL When the official leave calendar is completed for each section showing vacation selections, it shall be signed by the Plant Manager and/or the Postmaster, and sufficient copies will be made of the official leave calendar to post on the bulletin board for each section, and to furnish the Union president a copy, MDO Tour 1 & 3, and the Station Managers a copy. When an employee makes his/her choice vacation selection, he/she will immediately fill out and submit a PS Form 3971, in duplicate, for the week(s) selected. The signed duplicate, when returned, will serve as approval notice.

ITEM 11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR

ALL Prior to December 1, if available from National/Regional sources, management shall post on all official bulletin boards the date of the beginning of the new leave year. Unions shall remind their members at regular meetings.

ITEM 12. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

12.1 The period December 1 through 25 is exempt from the 9% approval requirement. Business conditions will control decisions on annual leave requests for December. Employees requesting incidental leave under Item 12 must maintain an adequate annual leave balance to cover their selections. Should the employee not have adequate annual leave, the approval will be considered canceled and the selection will be available for other employees who do have an adequate leave balance.

12.2 Beginning on February 2nd running through February 16th, the leave calendar will be made available to employees on the basis of seniority to schedule full 40 hour (32 hour holiday week) weeks of incidental leave. Management is obligated to approve such requests provided that the number off on approved leave (choice and/or incidental combined) will not exceed 9% of the section as defined in Item 9.1. These incidental full week selections must be used or canceled in their entirety. Leave approved under these procedures will be retained by the employee in the event he/she transfers to another section. The maximum number of weeks that an individual may schedule off between choice and incidental selections (per 12.2) is as follows:

12.2.A Employees who earn 13 days per year - 2 weeks.

12.2.6 Employees who earn 20 days per year - 4 weeks.

12.2.C Employees who earn 26 days per year - 5 weeks.

12.3 Employees will be granted incidental annual leave on a first come first serve basis by sections as defined in Item 9.1. of the Local Memorandum of Understanding. The maximum amount of guaranteed leave under this section is nine (9) percent.

An employee requesting daily incidental annual leave up to 32 hours (24 hours holiday week) throughout the leave year, the employee may make such request thirty (30) days prior to the date requested. An employee requesting forty (40) hour increments (32 hours holiday week) of incidental annual leave may do so sixty (60) days prior to the date requested. An employee requesting an incidental day for a special occasion (i.e. anniversary, birthday, graduations, weddings, ect.) may request sixty (60) days prior to the date requested. Management is obligated to approve or disapprove such request(s) 48 hours from the date and hour personally submitted to the employee's immediate supervisor in the pay location for which he/she works. The 9 percent off or anticipated off includes and is limited to employees on military leave, jury leave, extended sick leave, emergency annual leave, union business leave and it includes approved choice and/or incidental leave combined. Business conditions will control decisions on leave requests not meeting the above criteria. The Parties agree that an Acting Supervisor (204-B) is classified as an immediate supervisor. When special circumstances make it impossible for the supervisor to make a decision within 48 hours the supervisor shall explain those circumstances to the employee why a prompt decision is not possible. **If the supervisor fails** within 48 hours to inform the employee why a prompt decision is not possible or to return the 3971 form to the employee, the annual leave request will be considered approved. Daily Incidental annual leave under this section does not move with the employee to another section/tour. The employee must reapply and meet the criteria in the new section for obtaining incidental annual leave. The 40 hour (32 hour holiday week) is not considered daily incidental annual leave and will move with the employee to a new section.

ITEM 13. **THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.**

ALL 13.1 Sections for scheduling of holiday work are defined as follows (where applicable also by tour):

13.1.A Administrative units by functional area.

13.1.B Stations or Branches (Relief Clerks are considered to be a part of the station).

13.1.C CFS operators.

13.1.D Mail Processing by tour.

13.1.E Relief and Pool Clerks by functional area.

13.1.F AMF clerks, by tour.

13.1.G Main Office Window Section (to include Customer Service Relief & Pool Clerks) is a station.

13.2 Employees will be selected to work holidays in the following order:

13.2.A Holiday desired list to be posted once each quarter three weeks prior to beginning of quarter and by sections as defined for the overtime desired list and shall remain posted for ten days. Each holiday falling within the quarter shall be listed separately and employee may volunteer to work any or all of those listed.

13.2.B Utilization of all casuals and part-time flexibles to the maximum extent possible, even if the payment of overtime is required.

13.2.C Full-time and part-time regular employees who volunteered to work their holiday or designated holiday by seniority.

13.2.D Full-time and part-time regular employees who volunteered to work on a non-scheduled day by seniority.

13.2.E Full-time and part-time regular employees, non-volunteers, on holidays or designated holidays by juniority.

13.2.F Full-time and part-time regular employees, non-volunteers, on a non-scheduled day by juniority consistent with **Article 8**.

13.2.G The Parties agree that the overtime desired list is not a part of the holiday scheduling procedure. Overtime assignments must be made after the holiday posting. The Parties agree the purpose of this section is to clarify the intent and purpose of the overtime desired list as it relates to holiday scheduling and utilization.

ITEM 14. WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

ALL

14.1 Where a section is defined by tour, an employee shall be assigned to the tour in which the majority of his/her weekly schedule falls. When evenly divided, he/she shall be assigned to the tour on which the majority of his/her reporting times fall, as defined in Local Item 21, Article 37.4.(a) & (b).

14.2 When employee on the overtime list is reassigned to another section, name shall be transferred to the proper place, i.e., by seniority, on the overtime list of the section to which assigned for the balance of the period for which they have already indicated overtime desired, at employee's discretion.

14.3 Management shall maintain and use separate overtime desired lists for regular work day overtime assignments and nonscheduled day overtime assignments with applicable rotation as follows:

14.3.A The regular work day overtime desired list will have a continuous rotation. Utilization of the regular work day overtime desired list will be under and subject to the conditions of Article 8 of the Collective Bargaining Agreement.

14.3.B. Effective January 1, 1996 the nonscheduled day overtime desired list will require that each of the 7 calendar days have a separate rotation based on those employees nonscheduled that day. Utilization of the nonscheduled day overtime desired list will be under and subject to the conditions of Article 8 of the Collective Bargaining Agreement.

CLERK

14.4 Overtime Desired Lists shall be by sections as follows (where applicable also by tour):

14.4.A Administrative units by functional area.

14.4.B Station or branches (Relief Clerks are considered to be part of a station).

14.4.C CFS operators, by tour.

14.4.D Mail Processing by tour.

14.4.E AMF clerks, by tour.

14.4.F Main Office Window Section (to include Customer Service Relief & Pool Clerks) is a station.

14.4.G Relief and Pool Clerks by functional area.

- MAINT** 14.5 Overtime Desired List shall be maintained by tour at the general facility, stations and branches and AMF in accordance with Article 38, Section 7D, "An Overtime Desired List in the Maintenance Craft shall be established for each occupational specialization showing grade level, occupational group and special qualifications where necessary."
- MV** 14.6 Overtime Desired Lists shall be by occupational group, by tour, each facility.
- SD** 14.7 Overtime Desired Lists shall be by tour.
- ITEM 15.** **THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.**
- ALL** There will not be a fixed number of light duty in an APWU craft,
- ITEM 16.** **THE METHOD TO BE USED IN RESERVING LIGHT DUN ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.**
- ALL** In the assignment of light duty, management will attempt to provide work from existing workload and without additional cost that the employee is capable of performing, consistent with medical limitations.
- ITEM 17.** **THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.**
- ALL** Any portion of an employee's duties may qualify as a light duty assignment based upon the requester's medical limitations. When light duty is approved the employee shall be assigned to duties within the craft and as available within the employee's personal medical limitations. Return from a light duty assignment will be made in accordance with Article 13 of the National Agreement.
- ITEM 18.** **THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION. WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.**
- ALL** 18.1 Sections, for excessing, are defined as follows:
- 18.1.A Each station distribution, by tour as appropriate.

18.1.B Each station and main office window unit and window/distribution functions, by tour as appropriate.

18.2 CFS operators, by tour.

18.3 FSM operators, by tour.

18.4 LSM operators, by tour.

18.5 Manual employees, by tour.

18.8 Administrative units, by functional area.

18.7 Relief and pool, by functional area.

18.8 Maintenance occupational group, by tour.

18.9 Motor Vehicle occupational group, by tour, Greenville.

18.10 Motor Vehicle occupational group, by auxiliary garage.

18.11 Special Delivery, installation-wide.

18.12 Mail Processors, by tour.

18.13 AMF clerks, by tour.

18.14 ACDCS

ITEM 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

- ALL
- 19.1** The need for official requirements shall continue to be first, and remaining spaces may be for employee parking on a **first-come first-serve** basis, except that upon written request from a Union president (NALC, APWU, **NPOMH** or RLCA) a space will be designated for him/her in advance of making space available to other employees. When 275 employee parking spaces are available, up to four additional spaces will be made available for craft presidents (MVS, Maint, SD, Clerks) upon written request.
- 19.2** A 24-hour temporary pass for cars will be furnished by employer for emergency use.

ITEM 20. **THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.**

ALL Leave for up to **6** designated union officials to attend union activities requested prior to determination of the choice vacation period is not to be a part of the total choice vacation period of the installation, provided there shall not be more than one designated official per leave section.

ITEM 21. **THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.**

CLERK 21.1 37.4(b) - Whenever the duties of an assignment (preferred bid) are changed 50% or more, the assignment will be reposted. Management and the Union must meet when major changes in duties of assignments are planned to determine if changes being made will require reposting due to the 50% rule.

21.2 37.4(c) - An assignment will not be posted for a change of two hours or less in starting time, either in one change or in cumulative changes as long as the assignment remains on the same tour or section. Tours are defined by begin tour time in the Plant and Stations and are as follows for purpose of scheduled change or posting:

Tour 1: 2001 - 0400

Tour 2: 0401 - 1200

Tour 3: 1201 - 2000

Whenever the reporting time of a position or assignment is changed more than two hours, the incumbent shall not have the option of accepting the new reporting time.

21.3 37.4(c).(4) - Whenever the reporting time of a position or assignment is changed more than two hours, the incumbent shall not have the option of accepting the new reporting time.

21.4 37.3.D - Notices of posting shall remain posted for ten days. It is the responsibility of the bidder to have any bid in the personnel office either by telephone or bid box no later than the closing deadline.

21.5 37.4.F.2 - The successful bidder must be placed in the new assignment within 21 days except in the month of December.

MV

21.6 39.2.C. - Length of posting shall be five (5) work days.

SPEC DEL 21.7 40.2.C. - Length of posting shall be ten (10) days.

ITEM 22. **LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.**

ALL 22.1 Safety and Health.

22.1.A Regular scheduled safety meetings shall be held by unit supervisors for employees on the clock at least once a week.

22.1.B Employees' safety and health shall supersede any other consideration.

22.2 Representation.

22.2.A Joint Labor-Management meetings shall be held monthly on the second Wednesday **of each** month at 2:00 p.m. or as otherwise scheduled by the parties. Management shall provide a secretary to take minutes. Up to four (4) from each union will comprise the committee, with only one member from each union on the clock. Agenda items will be exchanged at least six (6) days prior to the meeting. Items may be discussed with Postmaster/Plant Manager or designee in area of responsibility prior to meeting and if resolved, report made to be included in the minutes of joint meeting. Failure to present an agenda timely will eliminate that craft participation. Management shall provide written minutes to all unions involved within ten (10) working days, and every effort will be made to resolve all items agreed upon within thirty (30) days, and a copy of the action shall be given to the appropriate union officers.

22.2.B When any technological and/or mechanization changes or new equipment is proposed by the United States Postal Service, it will be discussed in joint Labor-Management meetings.

22.2.C Local committee members will be designated by the President of the APWU where such committee representation is for purposes of representing the viewpoints and position of the APWU. If a committee member is absent two consecutive meetings the union president of the craft affected will be notified by management.

- 22.2.0 With permission of the supervisor, representatives of the unions shall have the right to use the public address system to announce time and location of meetings. Any other announcements must be approved by installation head or his designee in advance.
- 22.2.E Whenever the scheduled reporting time of a regular duty assignment is permanently changed due to reassignment of regular employees, notification will be given to those involved by Wednesday of the week preceding the week that change is effective.
- 22.2.F Detailed assignments in the same level will be considered on a seniority basis for periods of 15 days or more from qualified employees working the same schedule and at the same location. If unable to fill the position from this group, then employees from other locations in the installation or working other hours would be considered. on a seniority basis. For details to assignments for periods of less than 15 days., management will make the detail from qualified employees according to the needs of the Service.

The parties agree to meet regarding Items 9, 12, 13, 14, & 18 with respect to sections, because of the impending move to the Plant Annex, in the near future.

