

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AMERICAN POSTAL WORKERS UNION

AND

THE UNITED STATES POSTAL SERVICE

EASLEY, SC 29640-9998

2000-2003

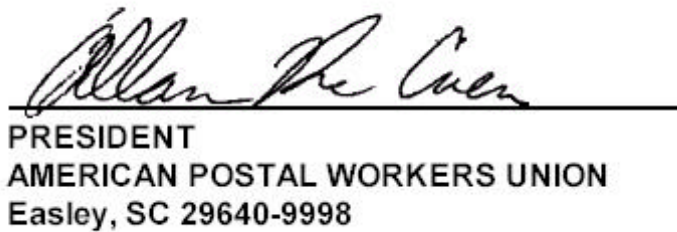
PREAMBLE

LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on July 26, 2002, at Easley, South Carolina, between the United States Postal Service, and the designated agent of the American Postal Workers Union, pursuant to the Local Implementation Provisions of the 2000 National Agreement.


LABOR RELATIONS SPECIALIST
Greenville, SC 29602-9401

8/30/02
DATE


PRESIDENT
AMERICAN POSTAL WORKERS UNION
Easley, SC 29640-9998

8/30/02
DATE

ITEM 1. ADDITIONAL OR LONGER WASH-UP PERIODS.

A reasonable time shall be granted to clerks who perform dirty work or handle toxic materials. Time may be granted as needed prior to lunch times and at the end of the employees' tour of duty.

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

Regular workweek for all full-time regulars 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.

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 condition, shall be made by the installation head. Depending upon the severity of the emergency situation and what local authorities allow. Postal Service telephones 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, the employee will advise management as soon as possible. The prime consideration in all situations shall be the safety of the employees and management will make reasonable efforts to inform employees of the situation. As soon as possible, the installation head or his designee shall meet with the local union representative to discuss management's proposed plan of implementation in dealing with the emergency situation.

ITEM 4. FORMULATION OF LOCAL LEAVE PROGRAM.

- 4.1 The choice vacation selection period will begin the first working day in January and end on March 1 each year.
- 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/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/her next scheduled workday to make the selection.
- 4.4 Swapping of vacation selection is not permitted.
- 4.5 Choice vacation selection week(s) must be used or canceled in their entirety. Notification of cancellation must be given at least two (2) weeks prior to the date of the vacation selection week(s). This cancelled leave shall become incidental leave as per item 12 of the LMOU.

- 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.
- 4.7 When all first choice vacation periods have been granted, the supervisor will repeat the same procedure outlined on first choice in Item 7, in order to grant a second choice of not less than 40 hours in accordance with Article 10, Section 3.D.1.2.3.

ITEM 5. THE DURATION OF THE CHOICE VACATION PERIOD.

The choice vacation period shall be from the first Monday in April through the last full week in September each year.

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

The beginning day of the employee's vacation period shall begin on Monday.

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

- 7.1 Employees may, at one time, make two selections during the choice vacation period in units of either five or ten days in accordance with the National Agreement specifically Article 10.3.D should a selection include a holiday, it will be considered a day of leave.
- 7.2 If desired, the employee may choose to select the second of his/her selection outside the choice vacation period.
- 7.3 The week(s) selected for choice vacation period may be concurrent or separate but each must be in periods of not less than 40 hours or 32 hours in a holiday week. This includes the week(s) selected outside the choice vacation period.

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

- 8.1 Jury Duty will not be charged to choice selections.
- 8.2 At least one (1) designated Union Official shall be allowed off for the APWU National Convention and their absence not charged against the percentage allowed off for choice vacation.

- 8.3 At least one (1) designated Union Official shall be allowed off for the APWU State Convention and their absence not charged against the percentage allowed off for choice vacation.
- 8.4 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.

- 9.1 Management is obligated to approve up to 14 percent (%) off for a choice vacation selection.
- 9.2 Management shall not count employees on jury duty, military leave, or on leave to participate in union business as part of this 14 percent (%).
- 9.3 Percentages over a whole will be rounded off to the nearest whole number. (.49 rounded down, .50 rounded up).

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

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. When completed, the official leave calendar will be posted showing vacation selections.

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

Prior to December first (1st) if available, from National or Regional sources, management shall post on all official bulletin boards of the beginning of the New Leave Year.

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

- 12.1** 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 (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, graduation, weddings, etc.) may request sixty (60) days prior to the date requested.
- 12.2** Leave request made under Item 12 of this Local Memorandum of Understanding must be submitted on PS Form 3971, in duplicate, and **PERSONALLY** handed to the supervisor of the pay location who is ultimately responsible for action on the leave request. Management shall handle such action in an expeditious manner. A PS Form 3971 personally submitted to the employee's immediate supervisor shall be returned approved or disapproved) within 72 hours from the date and hour personally submitted to the employee's immediate supervisor. The parties agree that an Acting Supervisor (204B) is classified as an immediate supervisor. When special circumstances make it impossible for the supervisor to make a decision within 72 hours, the supervisor shall explain those circumstances preventing a prompt decision, to the employee within the 72 hour period. If the supervisor fails within 72 hours to inform the employee why a prompt decision is not possible or to return the PS Form 3971 to the employee, the annual leave request will be considered approved.
- 12.3** During the period other than choice selection period, management shall approve up to a minimum of two (2) career clerks on rolls excluding December. During December, leave shall be granted to the maximum extent possible according to the needs of the Postal Service.
- 12.4** The two (2) anticipated off under Section 12.3 includes and is limited to employees on extended sick leave, FMLA, emergency annual leave, and it includes approved choice and/or incidental leave combined.
- 12.5** Exceptions may be made to the 60-day maximum application in the event of official Union business.

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

A holiday desired list shall be posted once each quarter. Each holiday falling within the quarter shall be listed separately and regular employees may volunteer to work any or all of those holidays listed. Employees will be scheduled for holiday work in the following manner.

1. Casuals
2. PTF's
3. Full Time Regular Volunteers
4. Full Time Regulars by Juniority (continued on next page)

5. Full Time Regulars volunteering to work non-scheduled days
6. Full Time Regulars on non-scheduled day by juniority

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

An overtime desired list shall be posted by section at the beginning of each quarter. All regular employees desiring to be considered for “overtime” during the quarter shall initial beside their name. Regular employees desiring to work overtime will be scheduled in accordance with seniority and in rotation.

ITEM 15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

There will not be a fixed number of right duty in an APWU craft.

ITEM 16. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSLY AFFECTED.

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.

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.

Not negotiated in Easley.

ITEM 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

- 19.1 The need for official requirements shall continue to be first, however, a designated parking space for the APWU steward shall be provided as long as it is feasible.
- 19.2 Employee parking will continue to be as designated by the installation head.

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.

Leave for at least one (1) designated Union Official 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.

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

- 21.1 Whenever the duties of an assignment (preferred bid) are changed 50 percent (%) or more, the assignment will be reposted. Management and Union must meet when major changes in duties or assignments are planned to determine if changes being made will require reposting due to the 50 percent (%) rule.
- 21.2 An assignment does not have to be posted for a change of two (2) hours or less in starting time, either in one change or in cumulative changes as long as the assignment remains on the same tour and section.
- 21.3 Whenever the reporting time of a position or assignment is changed more than two (2) hours, the incumbent shall not have the option of accepting the new reporting time.
- 21.4 Notices of posting shall remain posted for ten (10) days. It is the responsibility of the bidder to have any bid in the bid box no later than the closing deadline.
- 21.5 The successful bidder shall be placed in the new assignment within twenty-one (21) days of award except in the month of December.

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

Not negotiated in Easley.