

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

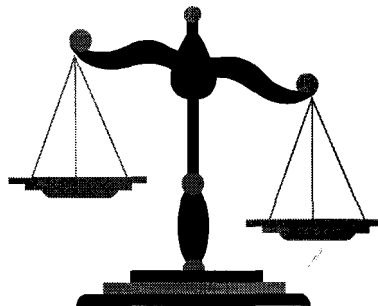
AMERICAN POSTAL WORKERS UNION

AND

UNITED STATES POSTAL SERVICE

SIMPSONVILLE SC 29681- 9998

1998- 2000



LOCAL MEMORANDUM OF UNDERSTANDING

SIMPSONVILLE SC

ITEM 1. ADDITIONAL OR LONGER WASH UP PERIODS.

The Installation head 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.

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.

The following constitute the guidelines to be used for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.

When the Installation Head or his designee has received definite notice via television, radio, etc., that a local authority, i. e., mayor, county sheriff, police chief, has issued an order recommending curtailment of movement of people, there shall be no curtailment of postal operations except as authorized by the Installation Head or his designee. The Postmaster shall, in reaching the decision, consider:

- A. Historic movement of mail in spite of rain, snow, sleet, fog and smog.
- B. Public service needs, including impact upon morale of customers.
- C. Prevalent practice of industry in the Greenville area, including our competition.
- D. Operation of other public oriented services, i.e., television, utilities, police, firemen, newspaper delivery, etc.
- E. The expected duration of the condition causing the local order.
- F. The affect of the prevalent practice of other local organizations upon the ability of postal people to get to work and do their job.
- G. Possibility of injury to employees or damage to postal vehicles and mail.

The Installation Head shall notify union representatives after a decision has been made.

ITEM 4. FORMULATION OF LOCAL LEAVE PROGRAM.

- 4.1 Sign up for the choice vacation period will start on or following the first Monday in January.

4.2 Management will use a leave calendar showing all weeks available within the choice period and the employee will sign the calendar 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 3 calendar days to make his or her selection(s).

4.3 Choice vacation selection week(s) must be used or cancelled in their entirety.

4.4 Notification of cancelled leave must be made in writing to the supervisor. Management agrees to verbally notify the shop steward and post such cancelled leave immediately.

4.5 Swapping of vacation selection(s) is not permitted.

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

5.1 The choice vacation period duration will be from the first Monday of February with the last available selection concluding the last Sunday of November of the same year.

5.2 The first Monday of December through the last Sunday of January is exempt from choice vacations.

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

The choice vacation period shall begin on Monday and conclude on Sunday.

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.

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 the 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.

8.1 Jury duty will not be charged to choice vacation periods.

8.2 Attendance at National and State Conventions shall not be charged choice vacation period. Leave for up to 1 (one) Union official will be approved in addition to any choice or incidental leave already approved.

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

When requested, 12% of the employees will be granted leave in accordance with Item 4 of this memorandum. This is to include the 7 day choice including non-scheduled days in accordance with Item 6 of this memorandum. When applying the 12% requirement, any fraction of 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number.

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.

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

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.

Requests for incidental Annual Leave will be submitted on duplicate PS Form 397 1 no earlier than 30 days in advance and no less than 72 hours prior to the date the leave is desired.

Employees will be granted incidental Annual Leave on a first come first serve basis. The maximum amount of guaranteed leave under this section is 12% provided the 12% is not maximized with two employees on Choice vacation in any week. Application of the leave percentage factor will result in at least two people off within the installation.

Example: On any given day;

| CHOICE VACATION | INCIDENTAL | TOTAL OFF |
|-----------------|------------|-----------|
| 2 | 0 | 2 |
| 1 | 1 | 2 |
| 0 | 2 | 2 |

Management is obligated to approve or dis-approve such requests 72 hours from the date and hour personally submitted to the employee's immediate supervisor or 204B. When special circumstances make it impossible for the supervisor to make a decision within 72 hours, the

supervisor shall explain those circumstances to the employee why a prompt decision is not possible. If the supervisor or 204B fails to return the 397 1 form to the employee within 72 hours, or or to inform the employee why a prompt decision is not possible, the annual leave request will be considered approved. The 12% off or anticipated off on incidental leave includes and is limited to employees on Military Leave, Jury Duty, Extended Sick Leave (FMLA), Emergency Annual Leave, LWOP, Choice Vacation and Union Business Leave. Business conditions will control decisions on leave requests not meeting the above criteria.

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

The following order will be used for holiday scheduling:

All casuals and part time flexible employees to the extent possible, even if payment of overtime is required.

All full time and part time regular employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.

Full time and part time regular employees who have not volunteered to work their holiday, by juniority.

Full time and part time regular non volunteer employees whose scheduled non-work day falls on the holiday and possess the necessary skills, even though the payment of overtime is required, by juniority.

Full time and part time regular volunteer employees whose scheduled non-work day falls on the holiday and possess the necessary skills, even though the payment of overtime is required, by seniority.

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

Overtime desired lists shall be by installation.

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 light duty assignments in this installation.

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 ADVERSELY AFFECTED.

In the assignment of light duty, Management will attempt to provide work from existing workload and without additional costs 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.

Attempts will be made to modify the light duty employee's existing duty assignment. Return from a light duty assignment will be made in accordance with Article 13 of the National Agreement.

ITEM 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Parking spaces in excess of USPS needs will be available on a first come first serve basis.

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.

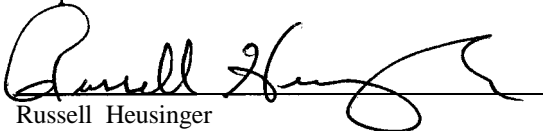
Annual leave approved to attend Union activities prior to the granting of choice vacation period will not be counted in the percentage provided for in Item 9 of the memorandum.

This Memorandum of Understanding is entered into on April 16, 1999, at Simpsonville SC, between the representatives of the United States Postal Service, and the designated agent of the Upper-Piedmont South Carolina Local, pursuant to the Local Implementation Provisions of the 1999 National Agreement with the American Postal Workers Union.



Terry A. Hawkins
Postmaster
Simpsonville SC 2968 1-9998

4/16/99
Date



Russell Heusinger
President
Upper-Piedmont American Postal Workers Union

4/22/99
Date