



*Taylor's
Local Memorandum of
Understanding
APWU, AFL-CIO*

September 30, 2011 thru May 20, 2015



LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN POSTAL WORKERS UNION

AND

UNITED STATES POSTAL SERVICE

TAYLORS, SOUTH CAROLINA 29687-9998

2010 - 2015

ITEM 1 - WASH UP TIME

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 - DAYS OFF

Regular work week for all Full-Time Regulars will be established with fixed days off.

ITEM 3 - GUIDELINES FOR THE CURTAILMENT

- 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 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, 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

- 4.1 Sign up for the choice vacation period will start on the first Monday in February and conclude after two choice picks.
- 4.2 The Supervisor will use a leave calendar showing all weeks available within the choice period and the employee will sign for 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 schedule work day to make the selection(s).
- 4.4 Choice and/or incidental vacation selection week(s) must be used or cancelled in their entirety. If an employee wishes to cancel the leave it must be cancelled no later than the Tuesday prior to the week of the approved leave.

ITEM 5 – CHOICE VACATION PERIODS

The choice vacation period shall be from the first Monday of March with the last available selection concluding the last Saturday of February.

ITEM 6 - BEGINNING DAY OF LEAVE

Choice selections will start on Monday and run through Saturday.

ITEM 7 - CHOICE SELECTION

- 7.1 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.
- 7.2 There shall be two rounds of picks for choice vacation weeks only. The total number of weeks for choice selections will not exceed three (3) weeks, depending on the number of days earned. First cycle, employees who earn 20 to 26 days a year shall be granted up to 15 consecutive days of annual leave or they can split the 15 days into 2 segments of one 5 and ten day segment. Employees who earn 13 days of annual leave shall be granted 10 days of continuous leave or they can split the 10 days into 2 five day weeks. No employee can take 3 separate weeks during the choice selection period during any one pick.

ITEM 8 - JURY DUTY AND STATE AND NATIONAL CONVENTION

- 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 charge against the percentage allowed off for choice vacation.
- 8.4 Management will endeavor to allow as many additional employees off as operationally feasible to attend these conventions.
- 8.5 The Union will notify management as far in advance as possible of the dates of the conventions, both State and National.

ITEM 9 - MAXIMUM ON LEAVE DURING THE CHOICE VACATION PERIOD

The maximum allowed off during the choice vacation period will be 14% of the employees actively employed at the beginning of the sign up period; with the exception of Memorial Day week and July Fourth week when 14% or 2, whichever is greater can be off. Any percentage of .5 or more will be rounded to the next highest whole number.

ITEM 10 – NOTICE OF VACATION APPROVAL

When the official leave calendar is completed for each selection showing vacation selections, sufficient copies will be made of the official leave calendar to post on the bulletin board. 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 - BEGINNING 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.

ITEM 12 - ANNUAL LEAVE (OTHER THAN CHOICE)

- 12.1 After the choice selections are made, the remainder of the year will be considered as Incidental leave in which the percentage off will be 10% of the employees actively employed at the installation at the time of the submission. The 10% off or anticipated off includes and is limited to employees on military leave (except employees recalled to activation using NOA-code 460), extended sick or FMLA leave (more than 5 days and not more than 60), emergency annual leave, and it includes choice and incidental leave combined.
- 12.2 Request for previously unscheduled annual leave or incidental leave must be personally handed to the employee's immediate

supervisor no sooner than 8:30 a.m. on PS Form 3971, in duplicate no earlier than sixty (60) days or no later than Tuesday prior to the service week in which annual leave is desired. Approval or denial of the leave requested shall be within five (5) days from the date the PS Form 3971 was submitted to Management. If no action is taken within the 5 day timeframe, the leave will be automatically approved. This leave will be granted on a first come, first serve basis.

ITEM 13 – HOLIDAY SELECTION

- 13.1 A list will be posted on the Bulletin Board for volunteers to work on their Holiday at least two weeks prior to the Holiday.
- 13.2 Employees will be selected to work holidays in the following order:
- A. Full-time employees who volunteer to work on their Holiday or designated Holiday by seniority.
 - B. Utilization of PSE's to the maximum extent possible even if the payment of overtime is required.
 - C. Full-time employees who volunteer to work on a non-scheduled day by seniority.
 - D. Full-time employees, non volunteers, on a holiday or designated holiday by juniority.
 - E. Full-time employees, non volunteers, on a non-scheduled day by juniority consistent with Article 8.

ITEM 14 - OVERTIME DESIRED LIST

An "overtime desired" list shall be posted by installation at the beginning of each quarter.

ITEM 15 - LIGHT DUTY ASSIGNMENTS

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

ITEM 16 – METHOD FOR RESERVING LIGHT DUTY

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 - IDENTIFICATION OF LIGHT DUTY

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 – IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION FOR THE PURPOSES OF EXCESSING AND THE SCHEDULING OF OVERTIME, HOLIDAY WORK AND ANNUAL LEAVE

The entire Taylors Installation will be considered one section.

ITEM 22 – SENIORITY, REASSIGNMENT AND POSTING

- 22.1 **37.3.A.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.
- 22.2 **37.3.A.4.c(1) (2)** An assignment will not be posted for a change of two hours or less in starting time, either in one change or in cumulative, per contract.
- 22.3 **37.3.A.4.c.(3)** 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.
- 22.4 **37.3.D** Notices of posting shall remain posted for ten (10) days. It is the responsibility of the bidder to have any bid given to the installation head or designee no later than the closing deadline.
- 22.5 **37.3.F.2** The successful bidder must be placed in the new assignment within twenty eight (28) days except in the month of December.

LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES POSTAL SERVICE
AND
THE AMERICAN POSTAL WORKER UNION

This Memorandum of Understanding is entered into on September 30, 2011, at Taylors, South Carolina between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union, pursuant to the Local Implementation Provisions of the 2010 National Agreement.

Connie Short 9-30-11

Connie Short
Labor Relations Specialist
Greenville, SC 29602-9401

Date

Russell Heusinger 9-30-11

Russell Heusinger
President, American Postal Workers Union
Greenville, SC 29602-9998

Date