

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN POSTAL WORKERS UNION

AND

UNITED STATES POSTAL SERVICE

FOUNTAIN INN, SOUTH CAROLINA 29644-9998

2010 - 2015

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**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 Fountain Inn, 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.

 9-30-11

Connie Short
Labor Relations Specialist
Greenville, SC 29602-9401

Date

 9-30-11

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

Date

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 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 - CHOICE PERIOD

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

ITEM 6 - BEGINNING DAY OF LEAVE

- 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 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 - CHOICE SELECTION

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 - JURY DUTY AND STATE CONVENTION

- 8.1 Jury duty will not be charged to choice vacation 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 - MAXIMUM ON LEAVE

One (1) clerk will be off during his/her one or two choice vacation selections.

ITEM 10 – NOTICE OF VACATION APPROVAL

When the official leave calendar is completed for each section showing vacation selections, sufficient copies will be made of the official leave calendar to post on the bulletin board for each section. 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 Request for previously unscheduled annual leave or incidental leave must be personally handed to the employees immediate supervisor no sooner than 8:30 a.m. on PS Form 3971 in duplicate, no earlier than 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 three (3) days from the date the PS Form 3971 was submitted to management. If no action is taken with the three (3) day time frame, the leave will be considered approved. This leave will be granted on a first come, first serve basis.

- 12.2 The number on leave during the period other than choice shall be one (1), as long as there is one employee available to replace that employee requesting leave (i.e., PTF, PSE within the installation). Replacement employee for the purposes of this section does not include overtime costs.

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. All PSE's and Part-Time flexibles to be utilized 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 holiday or designated holidays 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 20 - ANNUAL LEAVE FOR UNION BUSINESS

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 22 – OTHER ITEMS SUBJECT TO LOCAL NEGOTIATIONS

- 22.1 37.3 (A4)** Whenever the duties of an assignment (preferred bid) are changed 50% or more, the assignment will be posted. Management and the Union must meet when major changes in duties of assignments are planned to determine if changes being made will require reporting due to the 50% rule.
- 22.2 37.3 (A)** 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.
- 22.3 37.4C (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.
- 22.4 37.3D** 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 37.4.F.2** The successful bidder must be placed in the new assignment within twenty eight (28) days except in the month of December.