



Greer
Local Memorandum of
Understanding
APWU, AFL-CIO

September 30, 2011 thru May 20, 2015



LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

THE AMERICAN POSTAL WORKERS UNION

AND

THE UNITED STATES POSTAL SERVICE

CONTRACT YEAR 2010-2015

GREER, SC 29650-9998

ITEM 1 - WASH UP TIME

A reasonable amount of wash up time shall be granted to employees who perform dirty work or who handle toxic materials. Wash-up time shall be granted as needed prior to lunch breaks and at the end of an employees tour of duty.

ITEM 2 - REGULAR WORK WEEK

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

ITEM 3 - CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

The determination of what constitutes sufficient emergency conditions so as to require curtailment or termination of Postal operations will be made by the Senior Manager on duty after consulting with Local APWU Representatives and considering the warnings and official announcements of local, state and/or federal agencies. Due consideration shall be given to the safety and welfare of employees and the protection of the mails. Examples of such conditions shall include, but not be limited to severe weather or hazardous physical conditions which could place employees under undue hardships or danger. When it becomes necessary to curtail operations, the employer shall make every effort to notify off-duty employees as soon as possible through the local news media and any other means available. In the event an emergency occurs of a nature serious enough as to require immediate action, all employees and management are required to take such action as could be expected from a reasonable and prudent person. Examples of such emergencies shall include, but not be limited to, bomb threats, tornadoes, fire, or other emergencies which could result in life threatening situations or personal injury.

ITEM 4 - LOCAL LEAVE PROGRAM

- 4.1 All applications for leave must be submitted by the employee on PS Form 3971.
- 4.2 All approved leave selections shall be marked on a leave calendar by the Employer. Red ink shall be used to denote choice leave. Blue or black ink shall be used to denote incidental leave. The Employer shall initial each selection that is marked on the leave calendar. The calendar shall be kept up-to-date, thereby affording a clear picture to all employees of what is and what is not available for selection.

- 4.3 Approved leave may be canceled by the employee by notifying the Employer in writing no later than the Saturday prior to the week that the schedule for the canceled period would be posted. Local APWU officials shall be notified as soon as possible and in writing by the employee. The Employer shall, within 24 hours of receiving notification from an employee, notify all other employees of the cancellation by posting a notice by the time clock that the clerks use. The period shall then be open for leave requests from other employees.
- 4.4 Employees are expected to have sufficient leave available to cover choice leave selections.
- 4.5 There shall be a selection process for the submission of application for choice annual leave. This process shall commence on the first Monday in November prior to the leave year.
- 4.6 The leave calendar shall be updated with each submission so that the next employee may be assured of what is and what is not open for selection.
- 4.7 Employees failing to make a selection during their three (3) days forfeit the right to make a selection during that rotation.
- 4.8 No period of **choice** leave may be canceled until both rotations are complete.
- 4.9 **Choice** leave may be exchanged between employees provided that it is approved by management and the Local APWU President or his designee after he has consulted with all employees junior to the senior employee requesting the exchange. Such approval shall be in writing to the Employer by the Local APWU official by the Tuesday prior to the first date involved in the exchange.

ITEM 5 - CHOICE VACATION PERIODS.

The choice leave period shall begin with the first full pay period in January and conclude with the Sunday after the final full pay period in November.

ITEM 6 - BEGINNING DAY OF LEAVE.

For purposes of scheduling leave, the leave week shall consist of seven (7) consecutive days beginning with Monday and concluding the following 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.

- 7.1 The Employer shall notify the employee of the disposition of the application by returning the duplicate PS Form 3971.
- 7.2 Employees earning 13 days annual leave per year shall select leave during the choice selection process in accordance with the following options:
- Option A:** A single selection of up to ten (10) consecutive working days, or two (2) consecutive weeks.
- Option B:** Two selections of five (5) consecutive working days, or one (1) week each.
- 7.3 Employees earning 20 or 26 days annual leave per year shall select leave during the **choice** selection process in accordance with the following options:
- Option A:** A single selection of up to fifteen (15) consecutive working days or three (3) consecutive weeks.
- Option B:** Two selections – one of five (5) consecutive working days, or one week and one of ten (10) consecutive working days, or two (2) consecutive weeks.
- 7.4 The choice leave selection process shall consist of two (2) rotations by seniority (seniority being determined according to the *National Agreement*). Each employee shall be given three (3) calendar days to make a selection for choice annual leave. In the event of an emergency, the Local APWU officials shall, at the employee's request, reserve a selection for the employee pending the actual submission of PS Form 3971.
- 7.5 Employees electing Option B in 7.1 or 7.2 shall submit one selection in the first rotation, and one selection in the second rotation.
- 7.6 The second rotation shall follow the same procedure as the first rotation. The Employer shall determine those employees opting for two (2) selections and shall post the dates for the second rotation selection process for each eligible employee (on the notice that was previously posted with dates of the first rotation) on the bulletin board adjacent to the time clock that the clerks use. The posting

shall also include the amount of each employee's remaining choice leave.

- 7.7 The second rotation shall commence within seven (7) calendar days of the completion of the first rotation.
- 7.8 Employees who will be on previously scheduled annual leave when their time in the rotation arrives should submit their selection on their last work day prior to their scheduled time in the rotation, but will not receive preference to those employees senior to them.
- 7.9 In no case shall an employee receive more than the ten (10) or fifteen (15) days of choice leave as provided in Article 10.3.D of the *National Agreement*.

ITEM 8 - JURY DUTY AND STATE AND NATIONAL CONVENTIONS.

- 8.1 Jury duty shall not be considered as a leave selection for the employee concerned and shall not be charged to the percentage allowed leave. If such an employee already has approved choice leave for the period in question, that employee has the right to make another selection of leave from any time that is available during the choice period. The leave then vacated by such an employee would then be open for leave for other employees.
- 8.2 Attendance at the National or State Conventions for one clerk representing the APWU shall not be considered as a leave selection for the employee concerned and shall not be charged to the percentage allowed leave. If such an employee already has approved choice leave for the period in question, that employee has the right to make another selection of leave from any time that is available during the choice period. The choice leave then vacated by such an employee would then be open for leave for other employees.

ITEM 9 - MAXIMUM ON LEAVE DURING CHOICE PERIOD.

- 9.1 **Choice Leave** shall be granted in the amount of 14% of the clerk work force. All fractions of one-half (1/2) or more shall constitute an additional clerk eligible for choice leave. All fractions less than one-half (1/2) shall constitute the lesser whole number of clerks eligible for choice leave.
- 9.2 The stated percentages for choice leave of 14% may be exceeded at management's discretion.

ITEM 10 - NOTICE OF VACATION APPROVAL.

During their three (3) days, each employee shall submit a PS Form 3971 in duplicate and shall clearly mark it "*choice annual leave*". The Employer shall verify that the request is correct and open for selection. The Employer shall then mark the leave calendar in red ink with the employee's selection and certify it with his/her initials. The Employer shall then return the duplicate PS Form 3971 to the employee as approved. Should the employer find that the selection is not open, he/she shall immediately notify the employee so that the employee may make another selection within the employee's original three (3) days.

ITEM 11 - BEGINNING LEAVE YEAR.

At least two (2) weeks prior to the choice leave selection process, the Employer shall post on the bulletin board adjacent to the time clock used by the clerks an announcement of the beginning and ending dates of the new leave year and the scheduled dates of the choice leave selection process for each employee.

ITEM 12 - ANNUAL LEAVE (OTHER THAN CHOICE).

- 12.1 The Employer shall grant **incidental leave** on a first come – first serve basis.
- 12.2 All **incidental leave** requests shall be personally submitted to the Employer on PS Form 3971 in triplicate and shall be clearly marked "incidental leave".
- 12.3 The Employer shall mark the date and time that the request was received, and return the triplicate copy of the PS Form 3971 to the employee within 24 hours. This shall serve as proof of submission.
- 12.4 Employees shall submit a PS Form 3971 no earlier than 90 days prior to the start of the requested leave. The Employer shall approve the leave no later than 30 days prior to the start of the leave requested and return the duplicate PS Form 3971 at that time.
- 12.5 PS Forms 3971 that are submitted less than 30 days in advance shall be approved/disapproved within 72 hours and the duplicate Form 3971 shall be returned at that time. If there has been no action taken after the first 24 hours, it is the employee's responsibility to remind the immediate supervisor. If no decision is made after 72 hours of the original submission, the leave will be automatically approved.

- 12.6 The Employer shall mark all approved **incidental leave** on the calendar in blue or black ink and shall certify it with his/her own initials. This shall be done as leave is approved to insure that the calendar is kept up-to-date.
- 12.7 The Employer shall not unreasonably deny a request of **incidental annual leave**.
- 12.8 Non-scheduled days of employees on leave shall be open to **incidental leave** requests.
- 12.9 One clerk on union business shall be granted **incidental leave** or leave without pay in addition to the other scheduled leave.
- 12.10 **Incidental Leave** shall be granted in the amount of 11% of the clerk work force (**except in the month of December**) provided it is requested at least two days in advance. Any fraction of .1 or more shall be considered as a whole.
- 12.11 The stated percentages for incidental leave of 11% may be exceeded at management's discretion.
- 12.12 **Incidental Leave** requests for a new leave year shall not be approved until the choice selection rotations are completed, unless the leave requested is immediate.

ITEM 13 - HOLIDAY SELECTION.

- 13.1 The Employer shall post, on the bulletin board adjacent to the time clock that the clerks use, a list for volunteers to sign at least 2 weeks prior to the posting of the schedule for each holiday. It shall be the employee's responsibility to sign the list (if he/she desires to work) before the schedule is posted on the Tuesday preceding the service week in which the holiday falls.
- 13.2 The holiday schedule shall be posted by 1400 (2:00 p.m.) on Tuesday of the week before.
- 13.3 The order of selections of employees to work on a holiday is as follows:
- A. Full-Time Regular employees who have signed the volunteer list referred to in Item 13.1 to work their holiday or designated holiday, by seniority.

- B. All PSE's to be utilized to the maximum extent possible even if the payment of overtime is required.
 - C. Full-Time Regular employees who have signed the volunteer list referred to in Item 13.1 to work their non-scheduled day that falls on the holiday, 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.
- 13.4 Employees who have at least 8 hours approved leave in conjunction with a holiday, shall not be required to work the holiday, designated holiday, or non-scheduled day that is in conjunction with the holiday. Such employees are not prohibited from volunteering.
- 13.5 Scheduling of the above may not be in conflict with Article 8 of the *National Agreement*.

ITEM 14 - OVERTIME DESIRED LIST.

- 14.1 For the purpose of establishing an "Overtime Desired List" the entire clerk work force shall be considered one section and one tour.
- 14.2 The "Overtime Desired List" shall be separated into the following divisions and subdivisions and applies per Article 8.5.G of the *National Agreement*:
- A. 10/12 hours
 - B. Non-Scheduled Day
- 14.3 When the need for overtime arises, on-duty employees shall normally be given at least a one-hour notice.
- 14.4 Employees needed to work on their non-scheduled day shall normally be given one days advance notice.
- 14.5 The Employer shall furnish the Local APWU a copy of the "Overtime Desired List" as of the first of each quarter.

ITEM 15 - LIGHT DUTY ASSIGNMENTS.

The Employer shall notify the Local APWU Representatives when a request for light duty is received, and shall consult with them when determining the availability of suitable work.

ITEM 16 - METHOD FOR RESERVING LIGHT DUTY.

Requests for light duty assignments shall be honored if at all possible within this installation unless it imposes an unreasonable burden on management.

ITEM 17 - IDENTIFICATION OF LIGHT DUTY.

- 17.1 Light Duty work shall be assigned within an employee's craft when at all possible before any cross craft work is assigned.
- 17.2 Light Duty assignments shall include, but not be limited to:
- A. Answering the telephone, answering inquiries, giving zip code and rate information
 - B. Providing assistance to managers in completion of various forms of paperwork, surveys, etc.
 - C. Performing reasonable productive work in accordance with the limits of the physicians restrictions

ITEM 18 - ONE SECTION FOR REASSIGNMENT WITHIN AN INSTALLATION

For the purpose of reassignment within the installation, the entire clerk workforce shall be considered one section.

ITEM 19 - PARKING

- 19.1 The Employer shall continue to provide the use of the parking lot adjacent to the dock area on the south end of the building for the employees represented by the APWU, AFL-CIO.
- 19.2 Parking spaces in excess of the needs of the Service shall be assigned on a seniority basis by a committee consisting of the Installation Head and the Local APWU President/Official.

19.3

The Committee shall meet as necessary when official requirements change or when personal changes make reassignment necessary.

ITEM 20 - UNION LEAVE REQUESTED PRIOR TO CHOICE LEAVE SCHEDULING

Union leave for one clerk requested prior to the scheduling of choice leave shall not be part of the total choice vacation plan. In addition, the Union shall have the right to reserve one other slot which shall be counted as part of the choice vacation plan.

ITEM 21 - OTHER ITEMS SUBJECT TO LOCAL NEGOTIATIONS

21.1

The Installation Head shall post and furnish a copy of an updated seniority list to the Union on a quarterly basis.

21.2

It is agreed that if there are any technological and mechanization changes, management will discuss the changes with the Union.

21.3

It is agreed that there should be periodic Labor-Management Meetings.

21.4.1.1

It is agreed that the weekly schedule shall be posted by 1400 (2:00 p.m.) on Wednesdays prior to the beginning of the schedule on Saturday.

ITEM 22 – SENIORITY, REASSIGNMENT AND POSTING

22.1

The following shall cause a duty assignment (bid job) to be re-posted:

- A. A permanent change in scheduled days off
- B. A change in duties of more than 25%
- C. An addition or deletion of scheme knowledge
- D. An addition or deletion of stamp stock
- E. A change in the principle assignment area
- F. A change in the starting time of more than one hour of cumulative time during the life of the current contract.

Determination of the above shall be made jointly by the Employer and the Union President/Official, who shall be notified previous to any re-posting.

22.2 Bid invitations shall remain posted for ten (10) days

22.3 The successful bidder must be placed into the new assignment at the beginning of the pay period following the posting of the results of the bidding process, except in the month of December.

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THE UNITED STATES POSTAL SERVICE

AND

THE AMERICAN POSTAL WORKERS UNION

THIS MEMORANDUM OF UNDERTSANDING IS ENTERED INTO ON SEPTEMBER 30, 2011 AT GREER, SOUTH CAROLINA BETWEEN THE REPRESENTATIVES OF THE UNITED STATES POSTAL SERVICE, THE POSTMASTER 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
UNITED STATES POSTAL SERVICE

DATE



9-30-11

RUSSELL HEUSINGER
AMERICAL POSTAL WORKERS UNION
GREENVILLE, SC 29602-9998

DATE