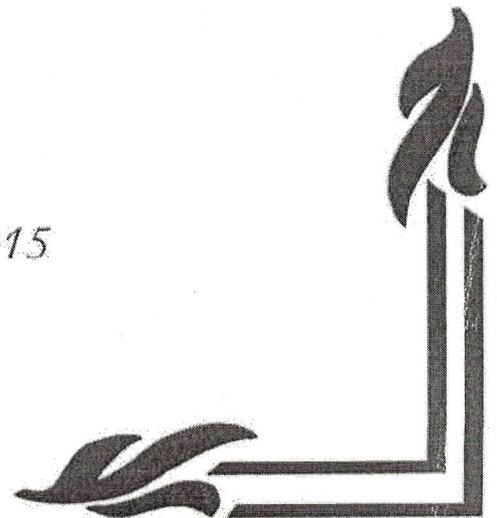




Simpsonville
Local Memorandum of
Understanding
APWU, AFL-CIO

September 30, 2011 thru May 20, 2015



LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN POSTAL WORKERS UNION

AND

UNITED STATES POSTAL SERVICE

SIMPSONVILLE, SOUTH CAROLINA 29681-9998

2010 - 2015

ITEM 2 – THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE (5) DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

Full-Time Regular positions will be established with fixed days off.

ITEM 3 - GUIDELINES FOR THE CURTAILMENT

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 are, 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 December 1st.
- 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 until his/her next scheduled work day to make the selection(s). Choice vacation selection week(s) must be used or canceled in its entirety. Canceled leave must be in whole weeks with a 7 day notice to management.
- 4.4 Notification of cancelled leave must be in writing to the supervisor. Management agrees to verbally notify the shop steward and post such cancelled leave within 48 hours of the cancellation. The leave will be posted for 48 hours. Leave is posted for incidental purposes only.
- 4.5 Swapping of vacation selections is not permitted.

ITEM 5 – DURATION OF CHOICE VACATION PERIOD

- 5.1 The choice vacation period duration will be from the first Monday of January with the last available selection concluding the last Sunday of November of the same year.
- 5.2 The first Monday of December through December 25th is exempt from choice vacations. The Parties agree that all choice vacation leave begins on Monday.

ITEM 6 - BEGINNING DAY OF LEAVE

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

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

ITEM 9 - MAXIMUM ON LEAVE

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-schedule 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 – NOTICE OF VACATION APPROVAL

When an employee makes his/her choice vacation, 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. Unions shall remind their members at regular meetings.

ITEM 12 - ANNUAL LEAVE (OTHER THAN CHOICE)

Requests for incidental Annual Leave will be submitted on duplicate PS Form 3971 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 on Choice vacation in any week.

Management is obligated to approve or disapprove 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 3971 form to the employee within 72 hours, 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.

- 12.1 Applications for annual leave for other than choice vacation selection will be approved on first come first serve basis. Leave requests received at either office on the same day and same time will be awarded by seniority. All leave requests should be punched by the time clock. The request may not be made earlier than 30 days in advance of the first requested date. In this instance 30 days in advance of the first requested date means that one should start counting with the day before the leave is to begin and count back 30 days. The 30th day counted is the first day that leave may be submitted. Incidental leave request(s) for special occasions (i.e. anniversary, graduation, wedding) may be put in for ninety (90) days prior to the date requested.
- 12.2 Employees requesting incidental leave under Item 12 must maintain an adequate annual leave balance to cover their selections. Should the employee not have adequate annual leave, the approval will be considered canceled and the selection will be available for other employees who do have an adequate leave balance.

ITEM 13 – HOLIDAY SELECTION

Holiday desired list is to be posted once each quarter as defined for the overtime desired list. The list shall remain posted for ten (10) days. Each holiday falling within the quarter shall be listed separately and the employee may volunteer to work any or all of those listed. The holiday list should consist of two (2) separate lists: (1) Holiday List and (2) Designated Holiday List.

The following order will be used for holiday scheduling:

- a) All full-time employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
- b) All PSE employees to the fullest extent possible, even if payment of overtime is required.
- c) Full-time volunteer employees whose non-scheduled work day falls on the holiday and possess the necessary skills, even though the payment of overtime is required by seniority.
- d) Full-time regular employees who have not volunteered to work their holiday by juniority.
- e) Full-time regular non-volunteer employees whose non-scheduled work day falls on the holiday and possess the necessary skills, even though the payment of overtime is required by juniority.

ITEM 14 - OVERTIME DESIRED LIST

The overtime desired list should consist of two (2) separate lists: 10/12 hour list and non-scheduled day list.

ITEM 15 - LIGHT DUTY ASSIGNMENTS

There will not be a fixed number of light duty assignments in this installation.

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 costs that the employee is capable of performing, consistent with medical limitations.

ITEM 17 - IDENTIFICATION OF LIGHT DUTY

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 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.

The entire Installation will be one section.

ITEM 19 - THE ASSIGNMENT OF EMPLOYEE OF PARKING SPACES.

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

ITEM 20 - ANNUAL LEAVE FOR UNION BUSINESS

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.

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

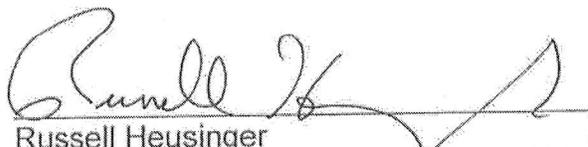
Work Schedule will be posted no later than Wednesday of the week prior.

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 Simpsonville, 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 Date
Labor Relations Specialist
Greenville, SC 29602-9401



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