



*Upper Piedmont South
Carolina Area Local
APWU, AFL-CIO*

*Local Memorandum of
Understanding*

*September 30, 2011 thru
May 20, 2015*



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PREAMBLE

LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on Friday, September 23, 2011, at Greenville, South Carolina, between the United States Postal Service and the Upper Piedmont South Carolina Area Local, a designated agent of the American Postal Workers Union, pursuant to the Local Implementation Provisions of the 2011 National Agreement.



Connie Short
Labor Relations Specialist
Greenville, SC 29602

9-30-11

DATE



Russell Heusinger
President
Upper Piedmont South Carolina Area Local
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9-30-11

DATE

ITEM 1. ADDITIONAL OR LONGER WASH UP PERIODS

ALL

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

CLERKS

2.1 Full-time regular positions will be established with fixed days off

MAINTENANCE

2.2 Full-time regular positions will be established with either fixed days off or rotating days off based on Article 38, Section 4.C.6.

ITEM 3. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT DUE TO EMERGENCY CONDITIONS.

ALL

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 due to 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 televisions 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 employee 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

ALL

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 Excluding stations, branches and BMEU, the local president or his/her designee at the Plant Processing and Distribution Facility, including maintenance, will use a leave calendar showing all weeks available within the choice period and the employee will sign for the week(s) desired for his/her selection. The president or designee will expeditiously be released to perform these duties.

4.3 Each employee must be ready to make his/her selection(s) when contacted. If not ready, the employee will have until his/her next scheduled work day to make their selection(s).

4.4 For employees on annual leave, sick leave or LWOP, once contacted for their selection, it is the employee's responsibility to notify the union official, if available, if not, a supervisor, of their selection within forty-eight (48) hours. Employees not notifying the union official or supervisor within forty-eight (48) hours will be bypassed.

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

4.6 Choice vacation selection week(s) must be used or canceled in their entirety.

4.7 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.

4.8 In the event an employee has gained approval for his/her selection(s) for incidental and transfers to another section, the employee will be able to retain his/her selection(s) at the new section.

ITEM 5 THE DURATION OF CHOICE VACATION PERIOD(S)

ALL

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

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

ALL

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 representative and the employer.

6.2 In that the start of 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. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS

ALL

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 a 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

ALL

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

8.2 Up to six (6) union officers shall be allowed off for the APWU National Convention and their absence not charged against the percentage allowed off for choice vacation provided there will not be more than one officer per leave section.

8.3 Up to six (6) union officers shall be allowed off for the APWU State Convention and their absence not charged against the percentage allowed off for choice vacation provided there will not be more than one officer per leave section.

8.4 Management will endeavor to allow as many union representatives off as operationally feasible to attend conventions and/or training seminars.

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

CLERK

9.1 Management is obligated to approve up to fourteen percent (14%) off for a choice vacation selection. The percentage and determination of where employees are domiciled for purposes of choice leave sign up will be based on their pay location and the complement of assigned people in the pay location on day one of the choice vacation sign up period. Subsequent movement will be discounted. Sections are defined as follows:

9.1.A Station or branch

9.1.B Main office window section (to include Customer Service Relief and Pool Clerks)

9.1.C Manual clerks by tour and scheme where applicable

9.1.D Administrative unit by functional area. Includes, but is not limited to General Clerks and In-Plant Support Clerks.

9.1.E Priority clerks by tour

9.1.F AFSM clerks by tour

9.1.G Automation clerks by tour

9.1.H SPBS/APBS clerks by tour

9.1.I BMEU clerks by tour

9.1.J In the event that automated or mechanized equipment is domiciled at a station, those employees designated to run the equipment will be a section unto themselves at that station.

9.2 Application of the leave percentage factor will result in at least one person off in each leave section.

MOTOR VEHICLE

9.3 The maximum number of employees granted leave at the same time shall be fifteen percent (15%) of the mechanics and fifteen percent (15%) of the storekeepers, clerks and garage men, except that during the week of July 4, the maximum number will be thirty percent (30%). The week of July 4 is the week generally observed by the general population of Greenville. Percentage will be rounded off to the next highest whole number.

MAINTENANCE

9.4 Except in an emergency, two (2) ET-9, two (2) MPE-9, two (2) custodial, one (1) BEM-9, one (1) MM-5, one (1) Maintenance Support Clerk (7) and one (1) Maintenance Operations Support Clerk (6) will be granted leave at the same time for choice vacation. If necessary, due to increase in complement, the employer may increase the number granted leave at the same time. The above will be subject to there being a minimum of one (1) MPE-7 and two (2) ET-9 on each tour for shift coverage.

ITEM 10 THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

ALL

When the official leave calendar is completed for each section showing vacation selections, it shall be signed by the plant manager and/or postmaster. Sufficient copies will be made of the official leave calendar to post on the bulletin board for each section, to furnish the union president, MDOs Tours 1 and 2 and the station managers a copy. When an employee makes his/her choice vacation selection, s/he 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

ALL

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

12.1 The period December 1 through 25 is exempt from the ten (10) percent approval requirement. 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.

12.2 Beginning on February 2nd and running through February 16th, the leave calendar will be made available to employees on the basis of seniority to schedule a full forty (40) hour (32 hour holiday week) week of incidental leave. Management is obligated to approve such requests provided that the number off on approved leave (choice and/or incidental combined) will not exceed ten (10) percent of the section as defined in Item 9.1. These incidental full week selections must be used or canceled in their entirety. Leave approved under these procedures will be retained by the employee in the event s/he transfers to another section. The maximum number of weeks that an individual may schedule off between choice and incidental selections is listed under Article 10 of the National Agreement.

12.2A The percentage allowed off for employees opting to select the week after Christmas as an incidental week selection will be fourteen (14%) per cent.

12.3 Employees will be granted incidental annual leave on a first come, first served basis by sections as defined in Item 9.1 of the Local Memorandum of Understanding. The maximum amount of guaranteed leave under this section is ten (10) percent.

An employee requesting daily incidental annual leave up to thirty-two (32) hours (24 hours holiday week) throughout the leave year, may make such request thirty (30) days prior to the date requested. An employee requesting forty (40) hour increments (32 hours holiday week) of incidental annual leave may do so sixty (60) days prior to the date requested. An employee requesting an incidental day for a special occasion (i.e. anniversary, birthday, graduations, weddings, etc.) may request sixty (60) days prior to the date requested. Management is obligated to approve or disapprove such request(s) forty-eight (48) hours from

the date and hour personally submitted to the employee's immediate supervisor in the pay location in which s/he works.

The ten percent (10%) off or anticipated off includes and is limited to, employees on military leave (except employees recalled to activation using NOA code 460), jury leave, extended sick leave (except employees on leave for six (6) months or more), emergency annual leave, union business and it includes approved choice and/or incidental leave combined. Business conditions will control decisions on leave requests not meeting the above criteria.

The parties agree that an acting supervisor (204-B) is classified as an immediate supervisor. When special circumstances make it impossible for the supervisor to make a decision within forty-eight (48) hours, the supervisor shall explain those circumstances to the employee as to why a prompt decision is not possible. If the supervisor fails within forty-eight (48) hours to inform the employee why a prompt decision is not possible or to return the 3971 form to the employee, the annual leave request will be considered approved.

Daily incidental annual leave under this section does not move with the employee to another section/tour. The employee must reapply and meet the criteria in the new section for obtaining incidental annual leave. The forty (40) hour (32 hour holiday week) is not considered daily incidental annual leave and will move with the employee to the new section.

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

ALL

13.1 Sections for scheduling for holiday work are defined as follows (where applicable also by tour)

13.1.A Stations or branches

13.1.B Main office window section (to include Customer Service Relief and Pool Clerks)

13.1.C Manual clerks by tour and scheme where applicable

13.1.D Administrative unit by functional area. To include, but not limited to, General Clerks and In-Plant Support Clerks.

13.1.E Priority clerks by tour

13.1.F AFSM clerks by tour

13.1.G Automation clerks by tour

13.1.H SPBS/APBS clerks by tour

13.1.I BMEU clerks by tour

13.1.J Maintenance employees by tour and functional area

13.2 Employees will be selected to work holidays in the following order:

13.2.A Holiday desired list to be posted once each quarter, three weeks prior to beginning of quarter and by sections as defined for the overtime desired list and shall remain posted for ten (10) days. Each holiday falling within the quarter shall be listed separately and employees may volunteer to work any or all of those listed.

13.2.B Full time regular employees who have not signed the Quarterly Holiday Desired Lists may volunteer to work on a particular holiday seven(7) calendar days prior to the posting of the holiday schedule. Management will solicit the volunteers by posting a Volunteer List to all full time employees two (2) weeks prior to the Tuesday posting deadline. The terms and conditions of this special holiday selection order will not be subject to the Grievance Arbitration Procedure.

13.2.C Full time employees who volunteer to work their holiday or designated holiday by seniority.

13.2.D Utilization of all PSEs to the maximum extent possible, even if the payment of overtime is required.

13.2.E Full time employees who volunteer to work on a non-scheduled day by seniority.

13.2.F Full time, non-volunteer employees on holidays or designated holidays by juniority.

13.2.G Full time, non-volunteer employees on a non-scheduled day by juniority consistent with Article 8 of the National Agreement.

13.2.H Full time employees who have approved annual leave for eight (8) hours or more prior to or after the holiday or designated holiday shall be excused from the holiday schedule provided such leave is requested and subsequently approved seven (7) calendar days prior to the Tuesday deadline for posting holiday schedules. Such annual leave may not be canceled after the holiday schedule has been posted unless such employee would have been excused by seniority from the holiday.

13.2.I The parties agree that the overtime desired list is not part of the holiday scheduling procedure. Overtime assignments must be made after the holiday posting. The parties agree the purpose of this section is to clarify the intent and purpose of the overtime desired list as it relates to holiday scheduling and utilization.

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

ALL

14.1 Where a section is defined by tour, an employee shall be assigned to the tour in which the majority of his/her weekly schedule falls. When evenly divided, s/he shall be assigned to the tour on which the majority of his/her reporting times fall, as defined in Local Item 21.

14.2 When an employee on the overtime list is reassigned to another section, his/her name shall be transferred to the proper place by seniority on the overtime list of the section to which assigned for the balance of the period for which they have already indicated overtime desired, at employee's discretion.

14.3 Management shall maintain and use separate overtime desired lists for regular work day overtime assignments and non-scheduled day overtime assignments with applicable rotation as follows:

14.3.A The regular work day overtime desired list will have a continuous rotation. Utilization of the regular work day overtime desired list will be under and subject to the conditions of Article 8 of the National Agreement.

14.3.B Effective January 1, 1996, the Non-Scheduled Day Overtime Desired List will require that each of the seven (7) calendar days have a separate rotation based on those employees that are non-scheduled that day. Utilization of the non-scheduled day overtime desired list will be under and subject to the conditions of Article 8 of the National Agreement.

14.3.C Newly converted full time employees shall have seven (7) calendar days to sign the overtime desired list.

CLERKS

14.4 Overtime Desired Lists shall be by sections as follows (where applicable also by tour):

14.4.A Administrative units by functional area. To include, but not limited to, General Clerks and In-Plant Support Clerks.

14.4.B Stations or branches

14.4.C Main office window section (to include Customer Service Relief and Pool Clerks).

14.4.D BMEU clerks by tour

14.4.E Overtime Desired Lists at the plant shall be by tour in accordance with Article 8.5, which states "When needed, overtime work for regular full-time employees shall be scheduled among qualified employees doing similar work in the work location where the employees regularly work".

MAINTENANCE

14.5 Overtime Desired Lists shall be maintained by tour at the general facility, VMF, stations and branches in accordance with Article 38, Section 7B, "An Overtime Desired List in the Maintenance Craft shall be established for each occupational group and level".

MOTOR VEHICLE

14.6 Overtime Desired Lists shall be by occupational group and tour, where applicable.

ITEM 15 **THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT**

ALL

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

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**

ALL

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**

ALL

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 **THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION**

ALL

18.1 Sections, for excessing, are defined as follows:

18.1.A Each station distribution, by tour as appropriate

18.1.B Each station and main office window unit and window/distribution functions, by tour as appropriate

18.2 Manual clerks by tour and/or scheme where applicable

18.3 SPBS/APBS clerks by tour

18.4 AFSM clerks by tour

18.5 Administrative units by functional area. To include but not limited to, General Clerks and In-Plant Support clerks

18.6 Automation clerks, by tour

18.7 Maintenance occupational group by tour

18.8 Motor vehicle occupational group by tour

18.9 Priority clerks by tour

18.10 BMEU clerks by tour

ITEM 19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

ALL

19.1 The need for official requirements shall continue to be first and remaining spaces may be for employee parking on a first come, first served basis, except that, upon written request from the APWU union president, a space will be designated for him/her in advance of making space available to other employees. When two hundred seventy-five (275) employee parking spaces are available, up to four (4) additional spaces will be made available for craft directors (Clerk, Maintenance, Motor Vehicle) upon written request.

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

ALL

Leave for up to six (6) designated union officials 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, provided there shall not be more than one (1) designated official per leave section .

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

CLERK/MAINTENANCE

21.1 Articles 37.3.A.4 and 38.4 and 38.5 - Whenever the duties of an assignment (preferred bid) are change fifty percent (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 fifty percent (50%) rule.

CLERK

21.3 Article 37.3.A and 4.C. - 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.

CLERK

21.4 Article 37.3.D - Notices of posting shall remain posted for fourteen (14) days. It is the responsibility of the bidder to place their bid in the system via telephone, computer or manual bidding, where applicable, no later than the closing deadline.

CLERK

21.5 Article 37.3.F.2 - The successful bidder must be placed in the new assignment within twenty-one (21) days except in the month of December.

MOTOR VEHICLE

21.6 Article 39.2.C - Length of posting shall be five (5) working days.

ITEM 22 **LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING**

ALL

22.1 Safety and health

22.1.A Regular scheduled safety meetings shall be held by unit supervisors for employees on the clock at least once per week.

22.1.B Employees' safety and health shall supersede any other consideration.

22.2 Representation

22.2.A Joint Labor-Management meetings shall be held monthly on the second Wednesday of each month at 2:00 p.m. or as otherwise scheduled by the parties. Management shall provide a secretary to take minutes. Up to four (4) from the APWU will comprise the committee with only one member on the clock. Agenda items will be exchanged at least six (6) days prior to the meeting. Items may be discussed with the Postmaster/Plant Manager or designee in area of responsibility prior to meeting and, if resolved, any report made will be included in the minutes of the joint meeting. Failure to present an agenda timely will eliminate that craft participation. Management shall provide written minutes to the union within ten (10) working days and every effort will be made to resolve all items agreed upon within thirty (30) days. A copy of the action(s) taken shall be given to the appropriate union officer(s).

22.2.B When any technological and/or mechanization changes or new equipment is proposed by the United States Post Service, it will be discussed in joint Labor-Management meetings.

22.2.C Local committee members will be designated by the president of the APWU where such committee representation is for the purpose of representing the viewpoints and position of the APWU. If a committee member is absent two consecutive meetings, the union president of the craft affected will be notified by management.

22.2.D With permission of the supervisor, representatives of the union shall have the right to use the public address system to announce time and location of meetings. Any other announcements must be approved by installation head or his/her designee in advance.

22.2.E Whenever the scheduled reporting time of a regular duty assignment is permanently changed due to reassignment of regular employees, notification will be given to those involved by Wednesday of the week preceding the week that change is effective.

22.2.F Detailed assignments in the same or higher level will be considered on a seniority basis for periods of fifteen (15) days or more from qualified employees working the same schedule and at the same location. If unable to fill the position

from this group, then employees from other locations in the installation or working other hours will be considered on a seniority basis. For details to assignments for periods of less than fifteen (15) days, management will make the detail from qualified employees according to the needs of the service.

CLERK

22.2.G Article 37.4.C - 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. Tours are defined by begin tour time in the plant and stations and are as follows for the purpose of schedule change or posting:

Tour 1: 2000 - 0399

Tour 2: 0400 - 1199

Tour 3: 1200 - 1999

