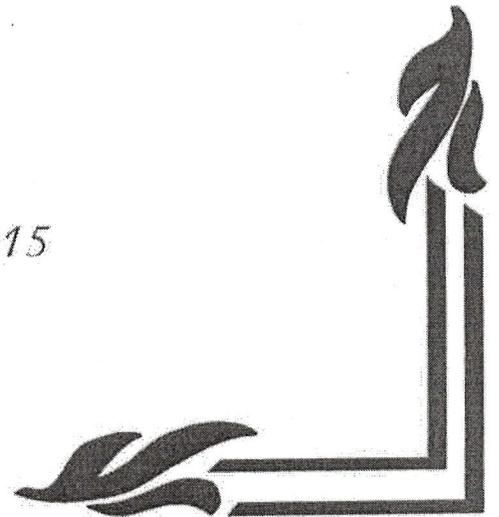




Seneca
Local Memorandum of
Understanding
APWU, AFL-CIO

September 30, 2011 thru May 20, 2015



LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN POSTAL WORKERS UNION

AND

UNITED STATES POSTAL SERVICE

SENECA, SOUTH CAROLINA 29678-9998

2010 - 2015

ITEM 1 - WASH UP TIME

Management shall grant reasonable wash up time to clerks who perform dirty work or work with toxic materials.

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 The employees shall be notified of whole week(s) and or day(s) of choice vacation leave cancellation as soon as possible and in writing. The employer shall place a notice at the leave board to advise the clerks of the cancellation. The period shall then be open to other leave requests from that section.
- 4.5 Approved annual leave may be exchanged between clerks from same section provided it is agreed to by all clerks senior to the junior clerk wanting to exchange leave. The Local shall be notified in writing no later than the Tuesday prior to the date of exchange.
- 4.6 Leave approved under these procedures will be retained by the employee in the event he/she transfers to another section as per Item 9.1.

ITEM 5 - CHOICE PERIOD

- 5.1 The choice vacation period duration will be from the first Sunday of February with the last available selection concluding the last Sunday of January of the following year.
- 5.2 The first Sunday of December through December 25th is exempt from choice vacations.

ITEM 6 - BEGINNING DAY OF LEAVE

Choice vacation period shall commence on Sunday, instead of the first day of the pay week (Saturday), and continue through Sunday of the following week.

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

Choice vacation leave shall be granted in the amount of 14% in each section as defined in Item 9.1 of the Local Memorandum of Understanding. All fractions of one half or more shall constitute an additional clerk eligible for choice vacation leave. All fractions less than one half shall constitute the lesser whole number of clerks on leave.

9.1 The determination of where employees are placed for purposes of leave requests will be assigned by management. The sections are defined as follows:

9.1.A. Office Window Section – To include regulars (with five (5) days scheduled on window).

9.2.B. Mail Processors – To include regulars (with five (5) days scheduled on manual scheme and, or automated or mechanized equipment jobs).

ITEM 10 – NOTICE OF VACATION APPROVAL

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 Employees will be granted incidental annual leave on a first come, first serve basis by sections as defined in Item 9.1 of the Local Memorandum of Understanding. The maximum amount of guaranteed leave under each section is 11% with at least one person off in each section. The 11% off, or anticipated off, includes, and is limited to, employees on military leave, extended sick leave, FMLA leave, emergency annual leave, jury leave, union business leave, and it includes approved choice and/or incidental leave combined. Incidental leave request(s) will not be accepted and/or approved more than sixty (60) days in advance of the first day requested. Incidental leave request(s) for a special occasion (i.e. anniversary, birthday, graduation, wedding, etc.) may do so ninety (90) days prior to the date requested. Business conditions will control decisions on leave request not meeting the above criteria.
- 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.
- 12.3 The period December 1, through 25 is exempt from 11% approval requirement. Business conditions will control decisions on annual leave request for December 1 through 25.
- 12.4 Management is obligated to approve or disapprove such request(s) 48 hours from the date and hour personally submitted to the employee's immediate supervisor. The Parties agree that an Acting Supervisor (204B) is classified as an immediate supervisor. When special circumstances make it impossible for the supervisor to make a decision within 48 hours, the supervisor shall explain those circumstances to the employee why a prompt decision is not possible. If the supervisor fails within 48 hours to inform the employee why a decision is not possible or to return the 3971 form to the employee, the annual leave request will be considered approved.

ITEM 13 - HOLIDAY SELECTION

- 13.1 Holiday desired list to be posted once each quarter, three weeks prior to beginning of quarter as defined for the overtime desired list. The list shall remain posted for ten days. Each holiday falling within the quarter shall be listed separately and the employee may volunteer to work any or all of those listed.
- 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 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 19 – THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

The need for official requirements shall continue to be first, and remaining spaces may be for employee parking on a first-come, first-serve basis.

ITEM 20 - ANNUAL LEAVE FOR UNION BUSINESS

Leave to attend union activities requested prior to determination of the choice vacation period is not to be part of the total choice vacation period of the installation.

ITEM 21 - OTHER ITEMS SUBJECT TO LOCAL NEGOTIATIONS

- 21.1 Safety and Health. Regular scheduled safety meetings shall be held by unit supervisors for employees on the clock at least once a week.
- 21.2 It is agreed that there will be periodic Labor/Management Meetings. One member from the Union will be on the clock.
- 21.3 When any technological and/or mechanization changes or new equipment is proposed by the United States Postal Service, it will be discussed in joint Labor-Management meetings.
- 21.4 With permission of the supervisor, representatives of the unions shall have the right to announce time and location of meetings. Any other announcements must be approved by installation head or his designee in advance.

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.

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 Seneca, 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