



*Westminster
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

WESTMINSTER, SOUTH CAROLINA 29693-9998

2010 - 2015

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 Union Representative or the Postmaster/Supervisor will use a leave calendar showing all weeks available within the choice period

and the employee will sign for 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 two (2) calendar days to make the selection(s).
- 4.4 Swapping of vacation selection is not permitted.
- 4.5 Choice vacation selection week(s) must be cancelled in their entirety. Notification of cancelled leave must be made in writing to the Postmaster/Supervisor. Management agrees to verbally notify the remaining employees and post such cancelled leave immediately. The cancelled leave period shall then be open to incidental leave requests.

ITEM 5 – THE DURATION OF CHOICE VACATION PERIODS

- 5.1 The choice vacation period shall be from the first Saturday of February with the last available selection concluding the last Friday of October.
- 5.2 The month of December is exempt from choice vacation selections. Any leave for the month of December is at the discretion of the Postmaster/Supervisor.

ITEM 6 - BEGINNING DAY OF LEAVE .

The employee's choice vacation selections will begin on Monday and run through Sunday. Non scheduled days of employees on choice leave will not be open for incidental leave selections.

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 Management will endeavor to allow as many employees off as operationally feasible to attend National, State and Tri-State conventions or meetings.

ITEM 9 - MAXIMUM ON LEAVE DURING THE CHOICE VACATION PERIOD

- 9.1 One (1) clerk will be off during his/her one (1) or two (2) choice vacation selections.
- 9.2 Any incidental leave during the choice vacation selections will be left to the discretion of the Postmaster/Supervisor.

ITEM 10 - NOTICE OF VACATION APPROVAL

- 10.1 When the official leave calendar is completed for each selection showing vacation selections, it will be signed by the supervisor and/or the Postmaster and sufficient copies will be made of the official leave calendar to post on the bulletin board or by the Supervisor's desk.
- 10.2 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)

- 12.1.1 Employee's requesting incidental leave under Item 12 must maintain an adequate leave balance to cover their selections. Should the employee not have adequate annual leave, the approval will be considered cancelled.
- 12.1.2 Request for previously unscheduled annual leave or incidental leave must be submitted on PS Form 3971, in duplicate no earlier than sixty (60) days or no later than Tuesday prior to the service

week in which annual leave is desired. In addition, the leave cannot be submitted no sooner than 30 minutes after the last employee clocks in the day of submission. Approval or denial of the leave requested shall be within three (3) days from the date the PS Form 3971 was submitted to Management or it will be automatically approved.

- 12.1.3 The number on leave during the period other than choice shall be one (1) and this number includes employees on military leave (except those recalled to activation using NOA code 460), jury leave, extended sick leave, emergency annual leave, union business and it includes choice and incidental leave combined.
- 12.1.4 Exceptions may be made to the 60 day maximum rule in the event of official union business.

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. Utilization of PSE's and Part-time flexibles 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 a holiday or designated holiday by juniority.
 - E. Full-time employees, non volunteers, on a non-scheduled day by juniority consistent with Article 8.
 - F. Full time employees or part time employees who have eight (8) hours of approved leave immediately prior to or after the holiday or designated holiday will be excused from the holiday schedule provided such leave is requested and approved at least seven (7) calendar days prior to the Tuesday deadline for posting the holiday schedule. Such annual leave may not be cancelled unless such employee would have been excused by seniority from the holiday scheduling.

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 18 - IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO EXCESS TO THE NEEDS OF A SECTION

The entire Installation is considered to be one section for all purposes.

ITEM 19 - EMPLOYEE PARKING SPACES

- 19.1 The need for official requirements shall continue to be first.
- 19.2 Employee parking spaces will continue to be designated by the Installation Head.

ITEM 21 - OTHER ITEMS SUBJECT TO LOCAL NEGOTIATIONS

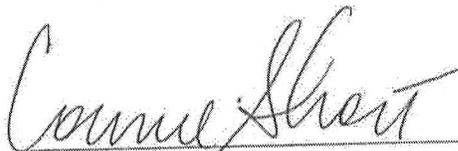
- 21.1 Whenever the scheduled reporting time of a regular duty assignment is permanently changed due to reassignment of regular employees, notification will be given to those involved by Wednesday of the week preceding the week that change is effective.

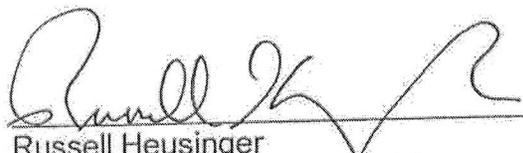
ITEM 22 – SENIORITY, REASSIGNMENT AND POSTING

- 22.1 **37.3.A.4.b** 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.4.c(1) (2)** An assignment will not be posted for a change of two hours or less in starting time, either in one change or in cumulative, per contract.
- 22.3 **37.3.A.4.c.(3)** 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 **37.3.D** 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 **37.3.F.2** The successful bidder must be placed in the new assignment within twenty one (21) 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 Westminster, 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
Date
Connie Short
Labor Relations Specialist
Greenville, SC 29602-9401

 9-30-11
Date
Russell Heusinger
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Greenville, SC 29602-9998