

**MEMORANDUM
OF
UNDERSTANDING**

**Between
Little Rock, AR
U.S. Postal Service**

And

**American Postal Workers
Union, AFL-CIO**

Central Arkansas Area Local

2000—2005



- 1 Additional or Longer Wash-Up Periods.
- 2 The Establishment of a Regular Work Week of Five Days with Either Fixed or Rotating Days Off.
- 3 Guidelines for the Curtailment or Termination of Postal Operations to Conform to Orders of Local Authorities or as Local Conditions Warrant Because of Emergency Conditions.
- 4 Formulation of Local Leave Program.
- 5 The Duration of the Choice Vacation Period.
- 6 The Determination of the Beginning Day of an Employee's Vacation Period.
- 7 Whether Employees at their Option may Request Two Selections During the Choice Period, in Units of Either 5 or 10 Days.
- 8 Whether Jury Duty and Attendance at National or State Conventions shall be Charged to the Choice Vacation Period.
- 9 Determine the Maximum Number of Employees Who Shall Receive Leave Each Week During the Choice Vacation Period.
- 10 The Issuance of Official Notices to Each Employee of the Vacation Schedule Approved for Each Such Employee.
- 11 Determination of the Date and Means of Notifying Employees of the Beginning of the New Leave Year.
12. The Procedure for Submission of Application for Annual Leave other than Choice Vacation Period.
- 13 The Method of Selecting Employees to Work on a Holiday.
- 14 Whether Overtime Desired Lists in Article 8 Shall be by Section and/or Tour.
- 15 The Number of Light Duty Assignments within each Craft or Occupational Group to be Reserved for Temporary or Permanent Light Duty Assignments.
- 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.
- 17 The Identification of Assignments that are to be Considered Light Duty Within Each Craft Represented in the Office.

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.

19 The Assignment of Employee Parking Spaces.

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.

21 Those Other Items Which are Subject to Local Negotiations as Provided in the Craft Provisions of this Agreement.

22 Local Implementation of the Agreement Relating to Seniority, Reassignments, and Posting.

Signatures of Parties.

ITEM 1

ADDITIONAL OR LONGER WASH-UP PERIODS

A reasonable amount of wash-up time shall be granted for those employees who perform dirty work or work with toxic materials, based on individual circumstances.

ITEM 2

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

All job assignments or new positions shall have fixed days off.

ITEM 3

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

1. Curtailment or termination of postal operation– Any curtailment or termination of postal operations in the Little Rock, Arkansas Post Office or Processing and Distribution Center will be the result of instructions issued by the Postmaster or Plant Manager. The decision of the Postmaster or Plant Manager will be determined by all factors of the situation, paramount emphasis being on the safety of the personnel involved. Two of the general situations which will require a determination be made in this area by the Postmaster or the Plant Manager are Acts of God and civil disorders.
2. Every situation will be governed by intelligence and information available to the Postmaster or Plant Manager, and appropriate instructions will be issued if curtailment or termination of postal operations is contemplated.
3. The General President of the American Postal Workers Union will be notified as soon as possible of any curtailment or termination of postal operations.

ITEM 4

FORMULATION OF LOCAL LEAVE PROGRAM

Seniority shall be the determining factor in granting annual leave during the choice vacation period, providing it has been submitted before the choice vacation period begins. After the choice vacation period begins, submittance of applications for annual leave shall be granted first come, first served. Annual leave applications for the choice vacation period will be solicited from January 1 through January 21. Applications received during this period shall be submitted in triplicate on Form 3971; one copy shall be dated by the supervisor, signed upon receipt, and returned for the employee's application receipt. The total number to be let off at one time on each tour at each unit (**as stated below**) or separate work location which functions as an individual work unit, will be determined without any relationship to any other tour at the Processing and

Distribution Center (P&DC), any station, Vehicle Maintenance Facility (VMF), Maintenance Occupational Group, Natural Resources Building (NRD), or other separate work location functioning as a unit. At the P&DC, Little Rock stations, and the Natural Resources Building, a section is defined as follows:

TACS: By Tour

Support and Accounting:

By Section

Maintenance:

By Occupational Group, By Tour

MPFSM: By Tour

AFSM 100: By Tour

SPBS: By Tour

Automation: By Tour

Incoming Manual: By Tour,

By first scheme listed on bid

Outgoing Manual: By Tour

Air Mail Facility:

Customer Service Clerks by Tour

AMF Clerks by Tour

BMEU: By Tour

VMF: By Section

SSPC Clerks: By Tour

Clerks/Special Delivery: By Tour

CFS: By Tour

Natural Resources Building:

Each functional area by tour

Downtown:

Window Services

Mail Processing

All Other Clerks

Asher Station:

Window Clerks

All Other Clerks

Baseline, Brady, Brady Retail, Chenal, Forest Park, Hillcrest, Industrial, Pleasant Ridge, Southside, Westside:

By Installation

Note: The parties stipulate that there is a 15% minimum guarantee of annual leave between January 1 and December 31. The parties agree that fractions shall be rounded upward.

ITEM 5

THE DURATION OF THE CHOICE VACATION PERIOD.

Resolution: The duration of the choice vacation period shall be from February 1st until November 30th.

ITEM 6

THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.

The vacation period shall start on the first day of the employee's basic work week.

ITEM 7

WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

Employee, as their option, may request two selections during the choice vacation period in units of 5 or 10 working days. Each employee requesting annual leave during the choice vacation period will be granted his or her first choice according to craft seniority by section. After all first choices have been approved second choices will be granted in the same manner.

ITEM 8

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTION SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

Employees on jury duty during the choice vacation period shall not have their absences charged to the choice vacation period. Attendance of union representatives at national or state conventions shall not be charged to the choice vacation period.

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

The percentage to be allowed off for choice vacation period will be 15%. This agreement does not prohibit a higher percentage being off during the choice vacation period if, in management's discretion, the efficiency of the service can be properly maintained.

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

Upon approving annual leave, the supervisor will return one copy of the completed PS Form 3971 to the employee.

ITEM 11**DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.**

No later than November 1st, the employer shall publicize the beginning of the new leave year by posting this information on all official bulletin boards and providing a copy of such notice to the union.

ITEM 12**THE PROCEDURE FOR SUBMISSION OF APPLICATION FOR ANNUAL LEAVE OTHER THAN CHOICE VACATION PERIOD.**

Annual Leave other than that scheduled during the choice vacation period (incidental leave) shall be granted on a first come, first served basis by Sections as identified in Item #4 up to fifteen (15%) percent. Employees will be notified by copy of PS Form 3971. Request submitted for the same day or next day will be approved or disapproved within one (1) hour of submission. Other requests will be approved or disapproved within 24 hours of submission. Any leave not approved or disapproved within the above time frames shall be automatically granted.

Leave requests will not be considered for the next calendar year except for the month of January.

Applications for same day leave must be submitted within two (2) hours of the employee's reporting time and must be for a minimum of one (1) hour of leave in order to be considered under the guaranteed criteria. In the application of same day leave requests for the clerk craft, FMLA and Dependent Care Leave will be counted toward the 15%.

This item guarantees no more than 15% annual leave at any one time between January 1st and December 31st in conjunction with Items #4 and #9.

The fifteen (15%) percent incidental leave will be based on the employee complement of the section at the beginning of the leave year.

Those employees on limited duty for one (1) year or more and who are unable to perform their bid assignments will be considered a separate section differentiated by similar work and tour for annual leave proposes for the item only.

The only criteria which may be used to deny annual leave requests within the aforementioned language will be those requests which would exceed the fifteen (15%) percent, those which would be in violation of the holiday scheduling under Article 11 of the CBA or in serious emergency situations.

For the purpose of this agreement, an emergency situation is defined in Article 3 Section F of the National Agreement as : “ an unforeseen circumstance or combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.”

ITEM 13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

After determination has been made of the number of qualified employees needed to work on a holiday, the following order will be used in selecting employees to be scheduled.

1. All casuals and part-time flexibles.
2. Full-time regulars, part-time regulars, and full-time flexibles who volunteer to work on their designated holiday. In case of more volunteers than needed, scheduling will be seniority.
3. Transitional employees (TE's) to the extent possible, will be scheduled for work on a holiday or designated holiday after full time volunteers are scheduled to work on their holiday or designated holiday.
4. Full-time regulars and part-time regular whose non-scheduled day falls on the holiday, who volunteer to work on their off day at the overtime rate. This selection will be by seniority without regard to the overtime desired list.
5. Assignment of employees, by juniority, of employees who do not volunteer to work their designated holiday.
6. Assignment of off-day employees by juniority to work mandatory overtime.

ITEM 14

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

Processing and Distribution Center:

Incoming Manual— by Scheme/by Tour

Outgoing Manual— by Tour

MPFSM — by Tour

AFSM 100 — by Tour

Automation — by Tour

SPBS — by Tour

Downtown Station Distribution Clerks — by Tour

Downtown Station Window Services — by Section

CFS — by Tour

TACS — by Tour

Support and Accounting Office — by Section

Air Mail Facility — by Tour

Vehicle Maintenance — by Section

Clerk/Special Delivery — by Section

Maintenance Craft — by Occupational Group

Best Qualified — by Section

Each Classified Station — by Section

ITEM 15

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

A minimum of three (3) percent of the number of craft employees represented by the APWU shall be reserved for temporary or permanent light duty assignments.

ITEM 16

THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORKFORCE WILL BE ADVERSELY AFFECTED.

Light duty requests shall be granted within the parameters of Items # 15 and 17 of the LMOU. No full-time employee shall be displaced from his/her bid position to accommodate light duty assignments.

ITEM 17

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

Those employees on light duty shall work their normal bid assignments minus the duties which exceed their physical limitations. In those cases in which the employee cannot work any part of his normal bid assignment, the following non-bid duties may be

performed. The primary assignment for light duty personnel shall be repairing tear-up mail; other options are working the "light duty case", facing mail, mail count, or manual distribution, providing such assignment is within the employee's physical limitations and the needs of the service.

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.

A section is a classified station and branch with the exception of the Downtown, Asher, and Westside stations. At the AMF, P&DC, the District Office, and Downtown, Asher, and Westside Station, a section is described as follows:

TACS: By Tour

Support and Accounting:

By Section

Maintenance:

By Occupational Group

MPFSM: By Tour

AFSM 100: By Tour

SPBS: By Tour

Automation: By Tour

Incoming Manual: By Tour,
By first scheme listed on bid

Outgoing Manual: By Tour

Air Mail Facility:

Customer Service Clerks by Tour

AMF Clerks by Tour

BMEU: By Tour

VMF: By Section

SSPC Clerks: By Tour

Clerks/Special Delivery: By Tour

CFS: By Tour

Best Qualified:

By Position/By Tour

District Office:

Operations Support– by Tour

Human Resources– by Tour

Downtown Main Office:

Window Services

Mail Processors

All Other Clerks

Asher & Westside Stations:

Window Clerks

All Other Clerks

Baseline, Brady, Brady Retail, Chenal, Forest Park, Hillcrest, Industrial, Pleasant Ridge, Southside: By Installation

Tours are Defined as Follows:

Tour 1 — Any Reporting Time Between 8:00 p.m. and 3:59 a.m.

Tour 2 — Any Reporting Time Between 4:00 a.m. and 11:59 a.m.

Tour 3 — Any Reporting Time Between 12:00 noon and 7:59 p.m.

ITEM 19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

The Postmaster will designate parking spaces available for employee parking. Parking in these spaces will be on a first come, first served basis excluding handicapped parking spaces. A parking space will be designated for the APWU President and three (3) spaces will be designated for the maintenance craft employees on a first come, first served basis. The three (3) spaces will be next to the space reserved for the President, APWU.

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.

Annual leave approved to attend union activities prior to the granting of choice vacation period will be counted in the percentage provided for in item number (9) of the LMOU.

ITEM 21

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

Clerk Craft—

1. Seniority list for all employees: The Installation head shall post on all official bulletin boards and furnish a copy of an updated seniority list to the local union on a quarterly basis.
2. Job positions will not be reposted when there is a change in duties, a change in principle assignment area, or deletion or addition of one or more schemes when it is agreeable to the incumbent. If the incumbent does not accept in writing within five (5) work days, the assignment will be reposted. The union shall be provided a copy of the affected decision.
3. Posting is required when the reporting time is changed in excess of two (2) hours.
4. The union must be kept informed in writing of any contemplated change. Length of posting is ten (10) days. Names of successful bidders will be posted within ten (10) days after close of the posting. Successful bidder shall be placed in the job within fifteen (15) days. Multiple bidding is permitted.

Motor Vehicle Craft —

1. All motor vehicle maintenance craft job positions will be posted in January of each odd year. Blanket bids are acceptable.
2. No assignment will be posted because of changes in starting time unless the change exceeds two (2) hours including all cumulative changes in the starting time during the life of the agreement which total more than two (2) hours from the original starting time.
3. Seniority list will be posted semi-annually in January and July of each year and a copy provided to the local union.
4. The union must be kept informed in writing of any change contemplated. Length of posting in ten (10) days. Names of successful bidders will be posted within the (10) days after close of posting. Successful bidder shall be placed in the job within fifteen (15) days. Multiple bidding is permitted.

Maintenance Craft —

1. Seniority list will be posted quarterly and a copy provided to the local union.
2. Posting is required when the reporting time is changed in excess of two (2) hours.
3. PER (Promotion Eligibility) shall be updated as mandated by the contract, and a copy provided to the local union.

ITEM 22

LOCAL IMPLEMENTATION OF THE AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS, AND POSTING

1. The union must be notified when bids are to be opened. One (1) union representative may be present to attend the opening of bids on a no loss, no gain basis.
2. Technological and mechanization changes: Notification to the union on technological or mechanization changes which affect jobs including new or changed jobs shall be subjects at the regularly scheduled Labor-Management meetings. Notification shall be in writing to the local President. Such notification does not preclude discussion for purposes of clarification.
3. Labor- Management meetings: Labor-Management meetings will be held monthly excluding December. If neither party presents an agenda, the meeting will not be held. The American Postal Worker's Union will designate one representative to receive compensation for attendance at the meeting on a no loss/no gain basis.
4. Bulletin Boards: All American Postal Worker's Union craft bulletin boards will be installed in an accessible location at the following installations: Processing and Distribution Center - in the swing room. Downtown Station - in the swing room, at all other stations - Computerized Forwarding Section, Airport Mail Facility, Vehicle Maintenance Facility, Finance and Support, Plant Maintenance, and any other new installations and shall be used exclusively by the American Postal Worker's Union.
5. Bulletins: Postal Bulletins, Regional Bulletins, etc. shall be made available to the Union.
6. Unless otherwise specified, every item of this Local Memorandum of Understanding applies to all bargaining unit employees in all crafts under the jurisdiction of the APWU in all work locations, stations, satellite offices and buildings considered part of the "Little Rock Post Office".

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on July 1, 2002, at the Little Rock Processing and Distribution Center between the representative of the United States Postal Service and the American Postal Workers Union, Central Arkansas Area Local, AFL-CIO, pursuant to the local implementation procedures of the 2000-2005 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.