
2000- 2003

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNITED STATES POSTAL SERVICE
CONWAY ARKANSAS 72032**

AND

**AMERICAN POSTAL WORKERS UNION, AFL-CIO
CENTRAL ARKANSAS AREA LOCAL 189**

This Local Memorandum of Understanding is entered into at Conway Arkansas between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union, AFL-CIO

ITEM 1 Additional or Longer Wash-Up Periods

Reasonable wash-up time shall be granted on an as needed basis during the tour as prescribed in the National Agreement, Article 8. Section 9

ITEM 2 The Establishment of a Regular Work Week of Five Days With Either Fixed or Rotating Days Off.

There shall be a regular workweek for full-time employees of five (5) days with 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.

If emergency conditions exist, the decision for curtailment or termination of postal operations shall be made by the installation head or designee. When the decision has been reached to curtail operations, management will invoke contingency plans. Some situations covered by this item are, but not limited to: Acts of God; civil disorder; bomb threats; and chemical spills. APWU Local President shall be notified of any curtailment or termination of postal operations.

ITEM 4 Formulation of Local Leave Program

Section 1: Annual leave shall be granted during choice vacation period by seniority. Applications for all leave shall be on a properly PS form 3971 presented to the supervisor.

Section 2: When, because of an emergency during the choice vacation period it becomes necessary to call employees on annual leave back to work, the junior employee shall be called first. However, if the junior employee is on leave during his/her period of his/her choice leave, an employee on leave other than during periods of his/her choice leave would be called back first based on the employees having the necessary skills.

Section 3: Any employee may cancel approved choice vacation leave so long as the employee gives notice not less than seven (7) days prior to the beginning of the scheduled leave and the employee is not in the high leave earning category and at risk of losing leave. Leave turned back shall be offered to such employees that had previously submitted choice leave and were designated D1, D2 etc... in order of seniority. (Employees shall have the option to use one of their choice selection periods for a D1: D2 etc... selection for a period the authorized percentages for choice leave has been achieved.) Request to cancel choice leave submitted less than seven (7) days prior to the beginning of scheduled leave shall be approved/disapproved based on operational needs.

Section 4: Seniority shall be the determining factors in granting annual leave during the choice vacation period. Applications for choice vacation leave shall be solicited from November 1st until January 9th of the following year. Commencing on November 1st with the senior employee, each employee will be given access to the master leave book (calendar) to submit their first choice leave by submitting PS form 3971 in triplicate. Each employee shall have a 48-hour period in which he/she must complete his or her first pass selection. If an employee is on an unscheduled absence in excess of 48-hours when it is their selection time, management and the union shall make a joint decision to by-pass that employee. A master leave book (calendar) shall be kept at each office by the manager of that station. It shall be updated regularly and used in the selection of leave by each employee. An employee listing by seniority shall be made in conjunction with the leave book and each employee shall initial the book (calendar) as to the time and date that their 48-hour period begins. Upon completion of the first pass selection by all employees, the process shall begin over for the second pass following the same rules.

ITEM 5 The Duration of the Choice Vacation Period.

The duration of the choice vacation period shall commence the second (2nd) full week of January and conclude the last full week of November. All other request for leave shall be considered under incidental leave.

ITEM 6 The Determination of the Beginning Day of an Employee's Vacation Period.

Annual leave for choice vacation selections shall begin on Saturday, the first day of the service week.

ITEM 7 Whether Employees at their Option May Request Two Selections During the Choice Period, in Units of Either 5 or 10 days.

There shall be two passes for choice leave by seniority. The first pass shall consist of either a 5-day or 10-day selection. After first pass for choice has been completed, there will be a second pass that consist of either a 5-day or 10-day selection, the total amount of choice leave shall not exceed 15 days. Any leave submitted that does not start on Saturday and is not for a full five (5) days will not be considered as choice leave. All choice leave selections shall be in accordance with Article 10, section 3.D of the APWU National Collective Bargaining Agreement.

ITEM 8 Whether Jury Duty and Attendance at National or State Convention Shall be Charged to the Choice Vacation Period.

Jury duty and attendance at APWU National or State Conventions shall not be charged to the choice vacation period. Employees who are summoned for jury duty during their choice vacation period shall be allowed to select another period from remaining open slots during the choice 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 by crafts during choice vacation period shall be fourteen (14%) percent. Fractions of .50 or higher shall be rounded upward and those lower than .50 shall be rounded downward. This agreement does not prohibit management from allowing a higher percentage off on leave.

ITEM 10 The Issuance of Official Notices to Each Employee of the Vacation Schedule Approved for each such Employee.

Employees shall submit their choice of PS form 3971 in triplicate. The forms shall be hand delivered to his/her designated supervisor or manager on duty. The supervisor receiving the annual leave request will complete the signature of supervisor and date-notified block. The supervisor granting the annual leave shall complete the official action on application section of PS form 3971 and

return one (1) copy to the employee involved. Where branch units are concerned, PS form 3971 may be transported by inter-office envelope , by mail, or in person by the appropriate supervisor.

ITEM 11 Determination of the Date and Means of notifying Employees of the Beginning of the New Leave Year.

No later than November 1st of each year, the employer shall publicize the beginning date of the new leave year by posting this information on all official bulletin boards in each branch office. A copy of the posted notice shall be mailed to the APWU official address.

ITEM 12 The Procedure for Submission of Application for Annual Leave other than Choice Vacation Period.

1. Properly completed PS forms 3971 for incidental (non-choice) annual leave request shall be presented to the supervisor in triplicate. The acknowledgement and completion of PS form 3971 shall be handled in the same manner as for choice leave requests. The supervisor will act on and return the leave request within 72 hours of its receipt.
2. Incidental (non-choice) leave request shall be granted on a first-come, first-served basis.
3. If leave is denied and it is later determined that leave can be granted on a day or days previously denied, the supervisor shall grant leave to the employee previously denied based upon # 2 above & job skill requirements.
4. Management will seriously and in good faith, considers such employee requests. However, it is agreed that management retains the authority to approve or disapprove based upon the needs of the service.
5. Leave request not hand delivered to the supervisor will not be honored.

ITEM 13 The Method of Selecting Employees to Work on a Holiday.

Management shall determine the number and category of employees needed for holiday work and for day designated as individual employee's holidays and shall schedule employees with the necessary skills to perform the required duties by the following priorities.

1. Volunteer regulars, in order of seniority, who would be eligible for holiday pay.
2. Part-time flexible even if overtime is necessary.
3. Casuals, even if overtime is necessary.
4. Transitional workforce (TE) will normally falls in the later portion of the week pay. However, in the event the holiday falls in the latter portion of the week (example: Thanksgiving Day or any other holiday that may fall on Thursday or Friday) to which a TE will go into overtime pay, the

- volunteer regulars on his/her non-scheduled day shall work prior to the TE on overtime.
5. Volunteer regulars, in order of seniority, who would be eligible for overtime pay.
 6. Non-volunteer regulars, in inverse seniority order, on overtime pay.
 7. Non-volunteer regulars, in inverse seniority order, on holiday pay.

ITEM 14 Whether Overtime Desired Lists in Article 8 Shall be by Section and/or Tour.

Overtime desired list shall be established and maintained by sections.

ITEM 15 The Number of Light Duty Assignments Within Each Craft or Occupational Group to be Reserved for Temporary or Permanent Light Duty Assignment.

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.

ITEM 17 The Identification of Assignments that are to be Considered Light Duty within Each Craft Represented in the Office.

Section 1. It is agreed that this office has no light duty assignments as such, that this agreement carries no guarantee as to the number of hours, that it only covers non-work related illnesses and injuries. It is understood that performance of any of these duties is contingent upon the supporting medical statement as shown in Article 13 of the National Agreement.

Sections 2. In assigning such light duty and the method used in reserving these assignments, every effort shall be made to ensure that no assigned full-time regular employee will be adversely affected.

Sections 3. management shall reserve all clerk craft work for light duty for APWU craft employees, consistent with the provision 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.

Each craft shall be considered a section. Article 12 shall apply when reassignments occur.

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 serve basis, excluding handicapped parking spaces.

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 requested to attend union activities shall no be part of the total choice vacation period unless it is submitted during the choice period as the employee's choice selection. Request for leave to attend union activities in excess of the 14 % choice leave shall be at management's discretion of approval. Management shall make a good faith effort to grant union leave.

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

Section 1. Article 37 Sec. 3.A.2 when a vacant duty assignment is under consideration for reversion, the local union president shall be given written notification for input prior to a decision.

Section 2.

- A.** The postmaster shall post on all officials bulletin boards and furnish a copy of the updated seniority list for all employees to the local union on a quarterly basis.
- B.** Duty assignments shall not be reposted when there is a change in duties, principal assignment area, or deletion or addition of a scheme when it is agreed upon by the incumbent employee. If the incumbent employee does not accept the changed duty assignment within five (5) working days, the duty assignment will be reposted. Notice will be provided to the local union of the decision within five (5) days of employee's decision. Re-posting of the duty assignment is required when the reporting time is changed in excess of two (2) hours from the original duty assignments reporting time either way.

Section 3. The successful bidder must be placed in the new assignment within 28 days except in the month of December.

Section 4. It is agreed by both parties for the life of this agreement that the following statement will be posted on Item 8 of each bid posting for purpose of informing all parties involved of the penalties for withdrawing after tainting the deferment period:

“Employees are advised there are penalties for withdrawing bids; See Article 37 Sec 3.F.3.b & 3.F.4.b of the National Agreement.”

Section 5. If the senior bidder is qualified, he/she shall be placed in the duty assignment within 21 days. If there is a deferment period, he/she shall normally be placed in training 10 days after the posting of the senior bidder, excluding December.

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

1. The union will receive a copy of the posting and may notify the postmaster if the wish to attend the opening. One (1) union representative may be present to attend the opening of bids. No loss-no gain basis will be used if the representative is a member of the workforce of the bid opening post office.
2. Notification to the union on technological and mechanization changes which affect jobs including new or changed jobs may be subject of Labor-Management meeting and must be in writing to the local President. Such notification does not preclude discussion for purposes of clarification.
3. Labor-Management meetings will be held monthly at the installation except during December. If neither party presents an agenda, the meeting need not be held for that month. The APWU will designate one representative to receive compensation for attendance at the meeting on a no loss-no gain basis.
4. Should any part of the Local Memorandum of Understanding be declared invalid by proper authorities, such portion shall not invalidate the remaining portions of this agreement, and they shall remain in full force and effect.
5. All APWU craft bulletin boards will be installed in an accessible location.
6. Postal bulletins, Area bulletins, etc. shall be made available to the union.