

MEMORANDUM
OF
UNDERSTANDING

Between
Russellville, AR 72801-9998
U.S. Postal Service

And

American Postal Workers
Union, AFL-CIO

Central Arkansas Area Local

2000—2005



This Local Memorandum of Understanding is entered into on May 30, 2002 at the Russellville Post Offices between the representatives 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 2000-2003 National Agreement. This Memorandum of Understanding constitutes the entire agreement of matters relating to local conditions of employment.

Item 1: **ADDITIONAL OR LONGER WASH-UP PERIOD**

Wash-up time will be granted before lunch and prior to end of tour of duty, for all employees not to exceed five minutes.

Item 2: **THE ESTABLISHMENT OF REGULAR WORK WEEK OF FIVE DAYS, EITHER FIXED OR ROTATING DAY OFF.**

The workweek for full-time regulars 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. Any curtailment or termination of postal operations in Russellville, AR Post Offices will be the instructions issued by Postmaster/Installation Head. The decision of the Postmaster/Installation Head will be determined by all factors of the situation, emphasis is being on the safety of personnel involved. The Postmaster/Installation Head shall make determination to curtail or terminate postal operations in case of acts of God or civil disorder.
2. The local representative and or general president of the American Postal Workers Union will be notified as soon as possible of any curtailment or terminations of postal operations.

Item 4: **FORMULATION OF LOCAL LEAVE PROGRAM**

Seniority shall be the determining factor in granting annual leave during Choice Vacation Period, providing it has been submitted during the choice vacation selection periods. Applications for choice annual leave shall be solicited from November 1st until January 9th of the following year. Each regular and part-time flexible employee shall be given the opportunity to request no more than three weeks of choice annual leave, in increments of five consecutive duty days, not to exceed a total of fifteen duty days. Two weeks may be submitted during the first choice selection period and one week may be submitted during the second choice selection period. After the choice vacation selection periods end, submission of applications for annual leave shall be granted on a first-come, first-serve basis.

Prior to the 1st of November, management will procure a suitable leave book and will post a seniority list on the inside cover of the leave book. Commencing on the 1st of November, starting with the senior employee, each employee will be given access to the leave book and will be given until the corresponding time on their next scheduled duty day to submit their first choice vacation requests via PS form 3971 (in triplicate). Management will acknowledge receipt of the request, return copy #3 to the employee, will annotate the list to indicate the time/dates the clerk used to submit their choice vacation request(s). Any employee who does not make a submission within twenty-four hours after being given the opportunity to do so will be by-passed and the seniority list shall be so annotated. (In cases wherein an employee is not present to make a selection, management and the union will undertake a joint effort to determine the employees choice leave preferences before making a joint decision to by-pass the employee). This process will continue until all regular and part-time flexible employees have submitted their first choice vacation requests. Upon completion of the first round of choice vacation selections, the same process will begin again with the senior employee for second choice vacation selections.

When an employee's choice leave is denied due to exceeding the maximum number of employees allowed off for choice leave, the PS form 3971 will be annotated to indicate the order of denial and the leave calendar will reflect the denied leave/order of denial. Denied leave will be approved in order of denial when the number of employees allowed off permits doing so due to choice leave cancellations, retirements, transfers, etc...

Item 5: **THE DURATION OF THE CHOICE VACATION PERIOD (S).**

The duration of choice vacation leave period shall be from January 10th until November 30th.

Item 6: **THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.**

The vacation period shall start on the date selected by the individual employee.

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.**

Employees, at their options, may request two selections during the choice vacation period in units of five or ten working days not to exceed a total of fifteen working days.

Item 8: **WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.**

Jury Duty and attendance at National and State Conventions shall be charged to the choice vacation period. The leave for National and State conventions shall be blocked off to insure the delegates may be granted leave in accordance with Article 24, Section 2.B of the National Agreement.

Item 9: **DETERMINATION OF 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 will be fourteen percent (14%).

Item 10: **THE ISSUANCE OF OFFICAL NOTICES TO EACH EMPLOYEE ON THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.**

Upon approving annual leave, the supervisor will return one copy of the completed Form 3971 to the employee. All leave requests must be submitted in triplicate.

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 date of the new leave year by posting this information on all official bulletin boards and providing a copy of the such notice to the union's business address.

Item 12: **THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.**

Incidental Leave (annual leave other than that scheduled during the choice vacation selection period) shall be granted on a first-come, first-serve basis. Incidental leave requests submitted between 12:00 a.m. and 11:59 p.m. will be considered to have been submitted on the same day. If the number of employees off on choice leave is less than 14%, management will allow up to 14% total for that day approval of incidental leave. In determining the number of employees off management may consider any absences except absences for which management has been provided replacements (i.e. casuals for extended leaves). Employees will submit PS Form 3971 in triplicate to their supervisor. Properly submitted leaves will be approved or disapproved no later than 5:00 p.m. on Wednesday prior to the week in which the leave occurs. Leave no approved or disapproved within this time frame shall automatically be considered approved. Leave no submitted prior to the posting of the weekly schedule may be denied as an untimely request.

Item 13: **THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.**

The following order will be used for holiday scheduling:

1. All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday, by seniority.
2. All casual and part-time flexible employees to the extent possible, even if payment of overtime required.
3. Transitional Employees, to the extent possible, even if the payment of overtime is required.
4. Full-time and part-time regular employees whose scheduled non-work day falls on the holiday, who possess the necessary skills and who have

- volunteered to work on their scheduled non-work day, even though the payment of overtime is required, by seniority.
5. Full-time and part-time regular non-volunteer employees whose scheduled non-work day falls on the holiday and who possess the necessary skills even though the payment of overtime is required, by juniority.
 6. Full-time and part-time regular employees who have not volunteered to work their holiday, by juniority.

Item 14: **WHETHER “OVERTIME DESIRED” LIST IN ARTICLE 8 CHALL BE BY SECTION AND/OR TOUR.**

The overtime desired list shall be by tour without regard to duty section or location. Tour determination is made by the majority of normal scheduled tour hours between 0001 thru 0800 (tour 1), 0800 thru 1600 (Tour II), and 1600 thru 2400 (Tour III).

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

Item 16: **THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE WORKFORCE WILL BE ADVERSELY AFFECTED.**

All requests for light duty shall be granted within the parameter of Item 15 and 17. No full time regular employee shall be displaced from his 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/her 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 mark-up mail, mail counts, or manual distributions, 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 INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF THE SECTION.**

For purposes of applying Article 12 of the National agreement, the entire installation shall be considered a section.

Item 19: **THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.**

Parking spaces in excess of USPS needs will be available on a first-come, first-serve basis.

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 9 of the Memorandum.

Item 21: **THOSE OTHER ITEMS, WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS, PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.**

1. Management will post an official seniority list as changes occur and supply the local union a copy.
2. If the starting time of a full time regular career clerk is changed more than two hours, the job will be reposted.
3. The Union will be kept informed in writing of any contemplated change. Length of posting is ten (10) days. The names of successful bidder will be posted within ten (10) days after the close of posting, excluding the month of December. Successful bidders will be placed in the job within fifteen (15) days, excluding the month of December, unless mutually agreed upon by both parties. Multiple bidding is permitted.
4. Job positions will not be reposted when there is a change in duties, or a change in principle assignment area, when it is agreeable to the incumbent. If the incumbent does not accept in writing within five (5) workdays, the assignment will be reposted. The Union shall be provided copy of the affected decision.
5. In the maintenance craft, the 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 opened. One union representative may be present to attend the opening of bids on a no loss no gain basis.
2. Technological and mechanization changes which affect jobs including new or changed jobs shall be in writing to the local President. Such notification does not preclude discussion for purpose of clarification.
3. Bulletin boards: All APWU craft bulletin boards will be installed in an accessible location in each branch of the Russellville Post Offices.
4. Bulletins: Postal bulletins, regional bulletins, etc... shall be made available to the union.
5. 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, ect... considered part of the Russellville Post Office.