

## LOCAL MEMORANDUM OF UNDERSTANDING

## **BETWEEN**

## **UNITED STATES POSTAL SERVICE**

# AND AMERICAN POSTAL WORKERS UNION, AFL-CIO

AT

LIBERTY, MISSOURI 64068

September 2018 - September 2021

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#### ITEM # 1 ADDITIONAL OR LONGER WASH UP PERIODS.

A reasonable amount of wash-up time will be provided employees who perform dirty work or work with toxic material, consistent with Article 8, Section 9 of the National Agreement.

## ITEM # 2 THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.

The work week for full time regulars holding a traditional duty assignment will consist of five days during the service week with fixed days off. Non-Traditional Full Time assignments will be in compliance with the Collective Bargaining agreement.

ITEM # 3 GUIDELINES FOR THE CURTAILMENT OF TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITION(S).

A. Managements decision to curtail or terminate postal operations at the Liberty, Missouri Postal installations will be based on, but no limited to, any one or more of the following:

- 1. The safety and health of the employees.
- 2. Orders of local authorities.
- Local conditions, i.e., floods, heavy accumulation of ice and/or snow, civil disorders.

B. When the decision to curtail or terminate postal operations is made, management will make every reasonable effort to notify affected employees, including notification via local radio and TV stations. All notification will identify as being directed to Postal Workers as differentiated from Government employees.

C. Employees who are prevented from reporting for duty on time at all, under the above reference emergency conditions, shall be granted annual leave or LWOP at the employees option. Nothing in this item shall be construed by the parties to prelude employees from being granted (Act of God and Civil disorders) leave as outlined in Postal Regulations.

## ITEM # 4 FORMULATION OF LOCAL LEAVE PROGRAM.

The formulation of the local leave program, for the clerk craft at the Liberty Postal Installation will consist of a bidding process on a seniority basis. Selection will be made by employees writing their selection on the leave calendar. In the event that a clerk cannot make their first selection at the time of call in, said clerk will have (2) work days to work days to make their selection. After which time the next person will be allowed to bid until the bypass clerk submits his/her selection. If due to incapacitation while on extended leave.

Management and will contact the next bidder by phone and mail.

Maintenance Craft employees will make their vacation choice on a seniority basis in the installation.

#### ITEM # 5 THE DURATION OF THE CHOICE VACATION PERIOD.

The duration of the choice vacation period will be April 1, through November 30, plus the service week at which Christmas day falls.

ITEM # 6 THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACATION PERIOD.

An employee's vacation period(s) will start on the first day of the employee's service week.

Employee's with split days off in APWU Crafts will start their vacation on the first day after their first day off in the service week.

ITEM # 7 WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

All clerks will have at their option to request two (2) selections during the choice periods in units of either five (5) or ten (10) working days, the total not to exceed the ten (10) or fifteen (15) days, consistent with Article 10, Section 3 of the National Agreement.

ITEM # 8 WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE OF VACATION PERIOD.

Jury duty, Military leave and leave to attend National or State Conventions will not be charged to the employees' choice vacation.

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

- A. The maximum number of employees who shall receive leave each week during the choice vacation period will be 15%.
- B. Percentages which are .5 or higher will be rounded up to the next higher full number. Percentages which are less than .5 will be rounded down to the next lower full number.
- ITEM # 10 THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

The employer shall post the approved vacation calendars for choice and non choice by February 1<sup>st</sup> of each year during the life of the Collective Bargaining Agreement (CBA).

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

The employer shall no later than November 1<sup>st</sup>, post on the official order book/bulletin board the beginning date of the new leave year, which shall begin with the first full pay period of the calendar year.

# ITEM # 12THE PROCEDURE FOR SUBMISSION OF APPLICATION FOR ANNUAL<br/>LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

Submission for incidental leave will not be submitted earlier than ninety (90) days prior to the requested days of annual leave. Notification of approval or denial shall be given to the employee as soon as possible, but no later than fourteen(14) days prior to the leave request.

- A. Request for annual leave will be considered using the established quota. Such request will be considered on a " first come, first served" basis.
- B. All disapproved requests for leave will state the reason for denial and bear the signature of the official that denies their requests within fourteen (14) days.
- C. All leave request will be approved or disapproved within fourteen (14) days of the date submitted.
- D. The employer shall allow a maximum of 12% of the the employee's off in the APWU Crafts each week other than the choice vacation period.

## ITEM # 13 THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

- A. The scheduling of employees on a holiday or the day designated as an employees holiday shall be in the following order of priority:
- 1. All full time employees who have volunteered to work their holiday or day designated as their holiday, by seniority.
- 2. All full time employees who have volunteered to work on what would otherwise be their non-scheduled work day, by seniority.
- 3. PSE's
- 4. All employees who have not volunteered to work their holiday, day designated as their holiday, or in an overtime status, by juniority.

Maintenance Craft employees will work in the same pecking order as listed in Item # 1 and Item # 2 with the exception of PSE's will be PTR's.

B. Management shall post a holiday sign –up sheet at least (10) days prior to the posting of the holiday schedule.

ITEM # 14 WHETHER " OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY

SECTION AND/OR TOUR.

Management shall post an overtime list for each section (Clerk Craft and Maintenance Craft) quarterly.

ITEM # 15 THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

The number of light duty assignments to be reserved for temporary or permanent light duty assignment shall be determined on a case by case basis in accordance with provisions of item 16.

ITEM # 16 THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE WORK FORCE WILL BE ADVERSELY AFFECTED.

No temporary or permanent light duty assignment(s) will be established that would adversely affect a regular bid employee of the APWU represented crafts.

ITEM # 17THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED<br/>LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

All assignments and any work shall be considered light duty provided it is work within the employee's physical limitations.

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.

All assignments within the clerk craft will be considered as one section. Maintenance craft will be one section.

ITEM # 19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

After the assignment of parking as determined by management, available parking will be on first come, first served 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.

> Any Union Officer or representative of the APWU who is granted leave to attend Union activities and who used annual leave for that purpose shall not be required to

charge such annual leave to the total choice vacation period, provided such leave is requested prior to the determination of the choice vacation schedule. Nothing in this item shall be construed as prohibiting such employees' option.

**ITEM # 21** 

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

- A. No assignment will be reposted because of a change in starting time unless the change exceeds 2 hours. Any change exceeding 2 hours shall be reposted.
- B. In the Clerk Craft, the successful bidder must be placed in the new assignment within fourteen (14) days except in the month of December. Efforts will be made to make placement effective as quickly as possible.

ITEM # 22

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.

- A. Seniority, normally the successful bidder shall work the duty assignment as posted and shall not be displaced.
- B. Changes in the essential scheme knowledge in the Clerk Craft job assignments will not necessitate reposting if the incumbent elects to accept the new change in the assignment. If not accepted with the change the job will be reposted.
  Maintenance Craft vacancy(s) will be in compliance with the Collective Bargaining Agreement (CBA).

This Memorandum of Understanding is entered into on this date <u>7/31/2020</u> at the Liberty Post Office, Liberty, Missouri, 64068, between the representatives of the United States Postal Service and the designated agent of the American Postal Workers Union, AFL-CIO, pursuant to Article 30, Local Implementation, of the 2018 Collective Bargaining Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.

For the United States Postal Service Robert R. Sullard, OIC/Postmaster Liberty, Mo. 64068

For the American Postal Workers Union, AFL-CIO Antoinette Robinson, President Greater Kansas City Metro Area,Local # 67