

LOCAL MEMORANDUM OF UNDERSTANDING

Between

UNITED STATES POSTAL SERVICE

And

*AMERICAN POSTAL WORKERS UNION, AFL-CIO
GREATER Kansas City METRO AREA LOCAL #67*

At

*STAMP FULFILLMENT SERVICES
KANSAS CITY, MO*

2006 – 2010

November 23, 2010

**Items Contained
within
Local Memorandum of Understanding**

- ITEM #1: Additional Or Longer Wash-Up Periods
- ITEM #2: The Establishment Of A Regular Workweek Of Five Days With Either Fixed Or Rotating 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
- ITEM #4: Formulation Of Local Leave Program
- ITEM #5: The Duration Of The Choice Vacation Period
- ITEM #6: The Determination Of The Beginning Day Of An Employee's Vacation Period
- ITEM #7: Whether Employees At Their Option May Request Two Selections During Their Choice Vacation Periods, In Units Of Either 5 Or 10 Days
- ITEM #8: Whether Jury Duty And Attendance At National Conventions Shall Be Charged To The Choice Vacation Period
- ITEM #9: Determination Of The Maximum Number Of Employees Who Shall Receive Leave Each During The Choice Vacation Period
- Item #10: The Issuance Of Official Notices To Each Employee Of The Vacation Schedule Approved For Such Employee
- ITEM #11: Determination Of The Date And Means Of Notifying Employees Of The Beginning Of The New Leave Year
- ITEM #12: The Procedures For Submission Of Applications For Annual Leave During Other Than Choice Vacation Period
- ITEM #13: The Method Of Selecting Employees To Work On A Holiday
- ITEM #14: Whether "Overtime Desired" Lists In Article 8 Shall Be By Section And/Or Tour
- 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 Work Force Will Be Adversely Affected

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- ITEM #17: The Identification Of Assignments That Are To Be Considered Light Duty Within Each Craft Represented In The Office
- 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
- ITEM #19: The Assignment Of Employee 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
- ITEM #21: Those Other Items Which Are Subject To Local Negotiations As Provided In The Craft Provisions Of This Agreement
- ITEM #22: Local Implementation Of This Agreement Relating To Seniority, Reassignments And Postings

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ITEM #1: ADDITIONAL OR LONGER WASH-UP PERIODS

- A. The employer shall grant reasonable wash-up time to all employees.
- B. The employer shall grant longer wash-up time to all employees involved in handling toxic materials or performing excessively dirty work.

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ITEM #2: THE ESTABLISHMENT OF A REGULAR WORKWEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

A regular workweek of five days with fixed days off shall be established. The employer shall make every effort possible toward maximizing the number of positions with Saturday-Sunday, then to Sunday-Monday as non-scheduled days, subject to operational needs. All full-time regular employees shall have consecutive days off.

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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

- A. In situations of local emergency, the employer shall confer with local authorities to ascertain the degree of possible danger to Postal employees. The Installation Head, or his/her designee, shall consider local authorities recommendations when making decisions to curtail or resume operations.
- B. When a decision is made to curtail postal operations, the APWU Coordinator, or his/her designee, domiciled at Stamp Fulfillment Services shall be notified.

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ITEM #4: FORMULATION OF LOCAL LEAVE PROGRAM

- A. Leave shall be selected in one phase. Selections shall begin December 1 and be completed by December 31.
- B. Employees, in order of seniority, shall be given the opportunity to review the Vacation Planning Schedule and select their choice(s). Selection(s) shall be approved or disapproved based on the maximum number of employees allowed off during the choice vacation period.
- C. If an employee is unavailable to review the Vacation Planning Schedule, the employee may make their selection(s) via telephone.
- D. Annual Leave shall be bid by sections as defined below:
- | | |
|---------------------|-----------------------|
| 1) AFES | 6) Maintenance |
| 2) Customer Service | 7) Order Entry |
| 3) Finance | 8) Production Control |
| 4) First Day Covers | 9) Manufacturing |
| 5) Machine Room | 10) Vault |
- E. During the life of this local Memorandum of Understanding, section definition may change due to business process realignments. Management and the Union shall jointly agree to any changes.
- F. Employees may not trade scheduled Annual Leave.

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ITEM #5: THE DURATION OF THE CHOICE VACATION
PERIOD

The duration of the Choice Vacation Period shall be from the third Saturday in April through the first Friday in January.

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ITEM #6: THE DETERMINATION OF THE BEGINNING DAY
OF AN EMPLOYEE'S VACATION PERIOD

Annual Leave weeks begin on the first scheduled day following days
off.

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

Employees may make one or two selections in the Choice Vacation period.

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ITEM #8: WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

Jury Duty and leave to attend National, State, and Tri-State Conventions shall not be charged to the Choice Vacation Period.

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

The maximum number of employees in a section/sub-section who receive leave each week of the Choice Vacation Period shall be twelve percent (12%). If the percentage results in a fraction, the number to receive leave shall be rounded up to the next whole number. Sections/sub-sections are defined in Item #4 of this Local Memorandum of Understanding.

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ITEM #10: THE ISSUANCE OF OFFICIAL NOTICES TO EACH
EMPLOYEE OF THE VACATION SCHEDULE
APPROVED FOR SUCH EMPLOYEE

An approved Annual Leave Schedule shall be posted on all Official Bulletin Boards. Each employee shall receive a written notice of their approved Annual Leave Schedule **at the time of selection.**

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

Notices shall be posted on all bulletin boards and the Official Order book no later than November 1 advising employees of the beginning date for the next leave year.

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

Requests for leave not selected during the Annual Leave selection period shall be submitted on Form 3971, not

before 10:00 am

more than 90 days prior to the requested Annual Leave selection.

If 90 days prior to the requested Annual Leave selection falls on a Saturday, Sunday or Monday; the first day to sign up will be on the following Tuesday, not before 10:00 AM. If 90 days prior to the requested annual leave selection falls on a holiday; the first day to sign up will be on the following regularly scheduled work day (Tuesday through Friday only).

Approval of these request shall be on a "first come, first serve" basis subject to operational needs. Notification of approval or denial shall be given to the employee as soon as possible, but no later than 14 days prior to the Annual Leave selection. In the event that approval/denial copy of the PS Form 3971 is not given to the employee within this timeframe, the leave is approved. Employees challenging the 14 day notification period, must have documentation of leave request submission.

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If leave request is made less than 14 days prior to the requested Annual Leave selection, the approval/denial copy of the PS Form 3971 shall be given to the employee within 72 hours or the leave is approved. Employees challenging the 72 hour notification period, must have documentation of leave request submission.

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

- A. Career employees volunteers in order of seniority.
- B. Casual employees
- C. Part time flexible employees
- D. Full-time regular employees who do not volunteer on what would otherwise be their non-scheduled day, by inverse seniority.
- E. Full-time regular employees who do not volunteer on what would otherwise be their holiday or designated holiday, by inverse seniority.

All assignments are subject to the employee's possession of the necessary work skills.

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ITEM #14: WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

- A. Overtime Desired Lists shall be by section and tour. Sections are defined in Item #4 of this Local Memorandum of Understanding.
- B. Employees shall be notified of required overtime work as far in advance as practical. This notification shall be a minimum of one hour prior to the start of overtime. If this notification is not given, employees shall be excused from required overtime.
- C. When a section and tour experiences the need for overtime, the following shall apply:
 - 1. Employees on the Overtime Desired List in the affected section shall work overtime.
 - 2. Qualified employees, as determined by management, who are on the Overtime Desired List in sections not working overtime shall be allowed to volunteer for overtime work in the affected section by seniority.
 - 3. Career employees in the affected section not on the Overtime Desired List shall be allowed to volunteer to work overtime if qualified as determined by management.

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4. Volunteers not on the Overtime Desired List outside the affected section list shall be allowed to volunteer to work the overtime, if qualified as determined by management.
5. Employees in the affected section not on the Overtime Desired List shall be mandated to work the overtime, if they are qualified as determined by management by juniority on a rotating basis
6. Employees outside of the affected section who are qualified as determined by management shall be mandated to work the overtime in the affected section juniority on a rotating basis.

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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. Temporary light duty assignments shall be established within each craft. Duties are dependent upon employee's limitations and work available.

- B. Permanent light duty assignments shall be established in accordance with Article 13 of the National Agreement.

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ITEM #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

- A. No regularly assigned member of the regular work force shall be impacted by the creation of light duty assignments.
- B. Any permanent light duty assignments shall be established from vacant duty assignments and/or duties supplemental to regular bid assignments.
- C. No request for light duty assignment shall be granted unless submitted in writing with acceptable medical documentation.

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ITEM #17: THE IDENTIFICATION OF ASSIGNMENTS THAT
ARE TO BE CONSIDERED LIGHT DUTY WITHIN
EACH CRAFT REPRESENTED IN THE OFFICE

Light duty assignments shall be considered on an individual basis
within each craft represented by the APWU.

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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

Permanent reassignment of employees excess to the needs of a section shall be by inverse seniority. Sections are as defined in Item #4 of this agreement.

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**ITEM #19: THE ASSIGNMENT OF EMPLOYEE PARKING
SPACES**

Parking space(s) shall be reserved for handicapped employees and "Employee of the Month" award winner. There shall be no other reserved employee parking spaces at Stamp Fulfillment Services.

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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

Requests for leave to attend Union activities submitted prior to the determination of the Choice Vacation Schedule shall not be a part of the Choice Vacation Plan.

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ITEM #21: THOSE OTHER ITEMS WHICH ARE SUBJECT TO
LOCAL NEGOTIATIONS AS PROVIDED IN THE
CRAFT PROVISIONS OF THIS AGREEMENT

- A. The Installation Head shall post a copy of the Seniority List in the Official Bulletin Board on a semi-annual basis. A Seniority List shall be provided to the APWU Coordinator when requested.
- B. Permanent duty assignments may be re-posted if there is a change of 50% or more in the duties performed. The incumbent employee in an affected assignment shall have the option of accepting the assignment changes. If accepted, the assignment shall not be posted.
- C. No assignment shall be posted because of a change in starting time unless the change exceeds two hours. The incumbent shall have the option of accepting the new reporting time. If not, the assignment shall be posted.

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ITEM #22: LOCAL IMPLEMENTATION OF THIS AGREEMENT
RELATING TO SENIORITY, REASSIGNMENTS AND
POSTINGS

When necessary to move employees on a daily temporary, basis the following rules apply.

A. Temporary reassignments of career clerks INTO a section experiencing a temporarily excessive workload.

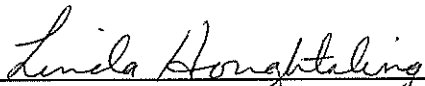
1. Qualified career clerk volunteers, by seniority.
2. Qualified supplemental workforce.
3. Qualified career clerks by inverse seniority.

B. Temporary reassignment of career clerks FROM a section experiencing a temporary lull in workload.

1. Career clerk volunteers, by seniority.
2. Supplemental workforce.
3. Career clerks by inverse seniority.


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This Memorandum of Understanding is entered into November 4, 2010, at Stamp Fulfillment Services, Kansas City, Missouri, between the representatives of the United States Postal Service and the designated agents of the American Postal Workers Union, AFL/CIO, pursuant to the Local Implementation Article of the 2006 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.



For the United States Postal Service
Linda Houghtaling
Local Negotiations Chief Spokesperson
Stamp Fulfillment Services

Date 11-23-10



For the American Postal Workers
Union, AFL/CIO
Sharon Al-Uqdah
President, GKCMAL #67

Date 11-23-10