

# **MEMORANDA OF UNDERSTANDING**

## **2000-2003 LOCAL AGREEMENT BETWEEN THE WEST FARGO POST OFFICE AND APWU**

### **AS RECOGNIZED TO INCLUDE:**

**MAINTENANCE EMPLOYEES  
SPECIAL DELIVERY MESSENGERS  
MOTOR VEHICLE EMPLOYEES  
POSTAL CLERKS**



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## ARTICLE I - LABOR-MANAGEMENT MEETINGS

Section 1. A meeting not to exceed two (2) hours between management and representatives of the APWU will be held **as needed but no less than quarterly with the first quarterly meeting to be held in January.**

Section 2. Agendas for the monthly meetings will be exchanged at least three (3) days prior to the meeting date. Any unresolved issues shall be an appropriate subject for the next meeting.

Section 3. Up to one (1) additional representative of the West Fargo Local APWU may be present **at the Union President's discretion** at these meetings without compensation by the employer.

Section 4. **The West Fargo APWU** shall prepare **minutes** to all agenda items and submit copies to **Management**. Any corrections to be made to the **minutes** are to be made within five (5) days.

Section 5. Labor-Management meetings called for by clerk steward shall have agenda pertinent to clerks only, and shall be for clerks and management only.

## ARTICLE II - ASSIGNMENT OF ILL OR INJURED EMPLOYEES

Section 1. Light duty assignments shall be made available on all tours.

Section 2. Any type of letter, second or third class mail distribution, may be considered as light duty as well as including boxing limited amounts of mail, or such other duties as may be within the capabilities of the employee concerned.

In accordance with Article 13 of the National Agreement, the following assignments are defined as Light Duty within the Clerk Craft.

A. The following is identified as Assignment:

Number One (1): Sorting mail into sorting cases that does not require scheme knowledge plus boxing mail into customer rental boxes.

Number Two (2): Culling, facing and traying mail plus sorting mail into sorting cases that can or can not require scheme knowledge.

## **ARTICLE II (CONTINUED)**

Number Three (3): Two (2) assignments consisting of a combination of Assignment Number one (1), and Assignment Number two (2). These two (2) assignments will be identified as Assignment three "A" (3-A), three "B" (3-B).

When an employee is placed on a Light Duty Assignment in accordance with Article 13 of the National Agreement, any duties performed on his/her regular job assignment that do not conflict with the Light Duty Assignment and not prohibited by required medical evidence will continue to be performed by the employee.

## **ARTICLE III - OVERTIME**

Section 1. When employees are required to work past their regular scheduled tour, one (1) hour advance notice is to be given to the employee.

Section 2. At this time the West Fargo Post Office has one tour. Any expansion of work hours or establishment of branches of stations will be by tour as listed in Section 3 below.

Section 3. Overtime Desired List referred to in Article 8, Section 5.B of the National Agreement will be by Tour.

The following periods will define the makeup of Tour(s):

Tour 1: All Clerk Craft personnel whose greater portion of work hours fall during the periods 11:30 PM and 7:00 AM.

Tour 2: All Clerk Craft personnel whose greater portion of work hours fall during the periods 6:00 AM and 3:00 PM.

Tour 3: All Clerk Craft personnel whose greater portion of work hours fall during the periods 3:00 PM and midnight.

## ARTICLE IV - LEAVE

### ITEM A

Section 1. Applications for annual leave during the choice vacation period will be granted according to seniority within each section. The selection period for choice vacation will be conducted January 1 - January 31, with the following deadlines for each round:

Round 1 (full weeks only) Jan. 1 - Jan. 10  
Round 2 (full weeks only) Jan. 11 - Jan. 20  
Round 3 (less than full weeks) Jan. 21 - Jan 31

The choice vacation period shall be defined as February 15 through February 14 of the following year.

PS Form 3971 will be made available to all employees when making their application for vacation selections as defined above. Applications for annual leave will be submitted starting January 1, based on seniority day by day. PS Form 3971 shall be signed by authorized official within three days of round closing date.

Section 2. Surrendered vacation periods within a section will be posted for application.

Section 3. Leave requests made at times other than defined in A 1 above may be awarded based on operational considerations. Where a guideline is needed to determine which employee is to be awarded the selection, seniority will be the determining factor if requests are submitted on the same day.

Section 4. After vacation selections have been awarded in accordance with Item A above, it is agreed that applications for vacation selections of less than whole weeks may be submitted for consideration. Management will approve or disapprove such requests within five days following receipt of the PS Form 3971. Any requests submitted less than five days in advance will be approved or disapproved by the Wednesday preceding the service week in which the leave is desired. It is understood the provisions of Item E will be applicable, if leave requests are submitted by the Tuesday preceding the service week in which the annual leave is desired.

Section 5. Exceptions to the above, which are not inconsistent with the agreement may be granted upon mutual agreement between the parties to this local Memorandum.

Section 6. An employee wishing to surrender approved leave during June, July, and August shall make application in writing to the installation head stating the reasons for wishing to surrender leave. Management and the Union will review the application to determine if the request is to be granted. Application must be made at least two weeks prior to the scheduled start of the leave.

**ARTICLE IV - CONTINUED**

ITEM B

Section 1. For purposes of selections made under Item A 1 above the beginning of an employee's vacation period shall be as defined in Article 10, Section 3 of the National Agreement. For employees not having a basic week Monday through Friday, the beginning day shall be Monday through Saturday.

ITEM C

Section 1. Employees applying for leave in accordance with A 1 may, at their option, split their initial vacation period selections into units of either five (5) or ten (10) consecutive days as described in Item A 1.

ITEM D

Section 1. Jury duty and attendance at National or State Conventions shall not be charged to the vacation period, nor to the actual number of employees determined by the formula specified in Item E.

ITEM E

Section 1. Eight (8) percent of employees within each section are to be allowed leave selections during each week of the following months: February, March, April, and November.

Section 2. Eleven (11) percent of employees within each section are to be allowed leave selections during each week of the following months: January, May, September, and October, **and December.**

Section 3. Fourteen (14) percent of employees within each section are to be allowed leave selections during each week of the following months: June, July, and August.

Section 4. It is agreed that if the percentage figure is less than one (1), one (1) employee is to be allowed a selection.

Section 5. In applying the percentage factor, if the number results in a fraction, the fraction will be dropped if less than .5, otherwise rounded to next higher whole number.

Section 6. It is recognized that exceptions or modifications to the above may be necessary or appropriate due to operational considerations, or other changing conditions which may affect local leave planning. It is agreed, however, that should any such exceptions or modifications be found to be appropriate, they shall be discussed and resolved by the parties signatory here.

## ARTICLE IV - CONTINUED

### ITEM F

Section 1. The Postmaster, or his/her designee shall, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of calendar year.

## ARTICLE V - POSTING

Section 1. New details of a temporary nature will be a matter of consultation as to whether to post.

Section 2. A representative of this local shall be present when all bids for job assignments in crafts represented by the APWU are opened.

Section 3. No **regular duty** assignment will be posted because of change in starting time unless the change exceeds **one (1) hour**. A 50% change in duties of a posted assignment shall constitute a new position and be reposted. Determination as to the amount of change will be made a subject of Labor-Management consultation.

Section 4. Clerk craft regular schedules shall generally be on a fixed basis as opposed to rotating schedules as outlined in Article 30 of the National Agreement. If additional rotating schedules are established, management will meet and consult with the union.

**Section 5. Job postings in the clerk craft will be a length of 7 (seven) calendar days.**

**Section 6. Management will make every effort to place the successful bidder in that position as soon as operationally possible, not to exceed the contractual requirement of 28 days.**

## **ARTICLE VI - ESTABLISHMENT OF SECTIONS**

For the purpose of the reassignment within the installation of employees declared excess to the needs of the section, the clerical complement of the West Fargo Post Office shall be divided into sections. All level 5 and level 6 clerical personnel including personnel in the classified station(s) shall be included in the following sections:

Section 1. All clerical personnel whose greater portion of work hours fall during the period 11:30 PM and 7:00 AM.

Section 2. All clerical personnel whose greater portion of work hours fall during the period 6:00 AM and 3:00 PM.

Section 3. All clerical personnel whose greater portion of work hours fall during the period 3:00 PM and midnight.

Section 4. Sections 1, 2, and 3 will be used for the administration of overtime and annual leave.

## **ARTICLE VII - SENIORITY**

Seniority of employees will be a consideration in assignment of personnel on each tour.

Seniority of regular work force clerks will be given consideration for job training and job assignments.



## **ARTICLE VIII - SCHEDULING EMPLOYEES FOR HOLIDAYS AND DAYS DESIGNATED AS HOLIDAYS**

The following priorities are to be followed:

1. Casuals, even if overtime is necessary.
2. Part-time flexibles, even if overtime is necessary.
3. Full-time and part-time regular employees who have volunteered to work on the holiday or their designated holiday when such day is part of their regular work schedule. These employees will be assigned by seniority.
4. All other full-time and part-time volunteers. These employees will be assigned by seniority.
5. **Transitional employees, volunteers by seniority, even if overtime is necessary.**
6. **Transitional employees, non-volunteers, by juniority, even if overtime is necessary.**
7. Full-time and part-time regulars who have not volunteered and who will be working on what would otherwise be their non-scheduled work day. These employees would be assigned by juniority.
8. All other full-time and part-time regulars who have not volunteered. These employees would be assigned by juniority.

## **ARTICLE IX - GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS**

The parties recognize that the Postal Service is the most vital part of the communication machinery of the U.S.A, and that historically this P.O. has provided this service to the public without interruptions; therefore, as a matter of policy, postal operations will not be terminated at the Post Office unless the Postmaster determines that conditions so warrant.

Reasonable consideration shall be given, but not limited to, such conditions as:

1. The safety and health of the employee
2. Civic disorders
3. Acts of God
4. Hazardous weather conditions
5. Advice of local authorities
6. **Items identified in the Emergency Action Plan dated October 15, 2001**

Management will notify the employees at the earliest possible time of termination of curtailment of postal operations. Such notification will be by **available** public media such as TV or radio.

**ARTICLE X - WASH UP**

Employees shall be allowed sufficient time to wash up as needed when working in dirty areas or handling dirty work.

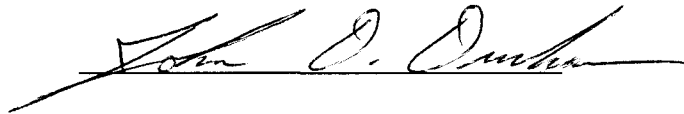
**ARTICLE XI - EMPLOYEE PARKING**

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

This Local Memorandum of Understanding shall be effective immediately and shall remain in full force and effect until a new Local Memorandum of Understanding is negotiated as a result of negotiations at the National level.



George Cushner, Acting Postmaster  
West Fargo Post Office  
United States Postal Service



John Durham, President  
Fargo Area Local APWU  
American Postal Workers Union

Signed on Tuesday, September 17, 2002