### 2015-2018

# Local Memorandum of Understanding American Postal Workers Union Between Charlotte Area Local, APWU

General President
Rick Parrish
And
United States Postal Service
Charlotte, North Carolina

Senior Plant Manager
Robert J. Glass
And
Charlotte Postmaster
Legretta Ross-Rawlins

This Memorandum of Understanding is entered into on this the 7th day of November, 2016 at Charlotte, NC, between the representatives of the United States Postal Service and the designated agent of the Charlotte Area Local, APWU pursuant to the Local Implementation Provisions of the 2015-2018 National Agreement with the American Postal Workers Union, AFL-CIO.

Robert J. Glass, Senior Plant Manager

For the United States Postal Service

Legretta Ross-Rawlins, Charlotte Postmaster

For the United States Postal Service

Rick Parrish, General President

For the Charlotte Area Local 375, APWU

### **Equal Employment Opportunity**

The Charlotte Area Local, APWU endorses and supports Non-Discrimination and Civil Rights and the United States Postal Service Policy on Equal Opportunity.

It is agreed that management and the Union will mutually strive to eliminate any trace of discrimination because of race, color, creed, religion, national origin, sex, marital status, or handicap, as prohibited by the Rehabilitation Act.

## **Union Recognition**

This Memorandum constitutes an agreement between management of the Charlotte, North Carolina Post Office, United States Postal Service, and all units under the jurisdiction of said management and the American Postal Workers Union, Charlotte, North Carolina, the exclusive representative of the following listed crafts: Clerk, Maintenance and Motor Vehicle in all units under the jurisdiction of management, United States Post Office, Charlotte, North Carolina.

The term, Union, as used hereinafter, shall mean the American Postal Workers Union, Charlotte, North Carolina Area Local. The term Employer, as used hereinafter, shall mean the management of the United States Post Office, Charlotte, North Carolina.

The employer and the Union have common and sympathetic interests in the Postal Service; therefore, a working system and harmonious relations are necessary to improve the relationship between the employer, the Union, and the public. Progress in the Postal Service demands mutual confidence on the part of the employer and the Union.

All will benefit by continuous peace and by adjusting any difference by rational common sense methods. Therefore, in consideration of mutual promises and agreements herein contained, the parties do sign this Memorandum of Understanding and assent to be bound for its duration.

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## Item 1: Additional or longer wash-up periods. Article 8, Section 9. National Agreement.

A reasonable amount of wash-up time will be granted to those employees who perform dirty work or work with toxic materials, based on individual circumstances. The amount of wash-up time granted each employee shall be subject to the grievance procedures.

## Item 2: The establishment of a regular work week of five days with either fixed or rotating days off.

Article 8, Section 2.C. National Agreement.

All full-time employees will have fixed days off.

- 1. All MVS Part Time Flexibles scheduled to work in excess of thirty six (36) hours shall have consecutive days off to extent possible.
- 2. MVS/VMF management shall according to CBA have the weekly schedules posted by Wednesday of the proceeding week.

## 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.

Articles 3, 5, 14 and 19. National Agreement.

- A. Whenever a traveler's advisory exists, employees who are scheduled to work and who believe conditions are so hazardous as to make it unsafe to drive, may request appropriate leave. No employee shall be disciplined solely because he/she requested leave in such conditions.
- B. The Clerk/Messengers shall have the right to request the curtailment of the delivery of mail on their regular runs to comply with any emergency request made by local (city or county), state, and federal officials, or anything that may be an endangerment to his/her life or limb. The Clerk/Messenger will request, from his/her supervisor at the time, permission for the curtailment.
- C. If a handicapped employee confined to a wheelchair requests to be released during inclement weather or hazardous driving conditions and such leave is unjustly denied, such employee will be authorized to pursue this matter through the appropriate chain of command. If this occurs outside of normal administrative hours, such employee may call the Labor Relations Representative at his/her place of residence, and the telephone number will be provided by the appropriate supervisor.

## Item 4: Formulation of local leave program. Article 10, Sections 2 & 4 and Article 19 (Chapter 5 – ELM) National Agreement.

A. Leave approved for choice vacation period will automatically be canceled if the employee does not have an adequate balance of leave to his/her credit. Leave Without Pay (LWOP) may be

approved after the employee submits an additional PS Form 3971 requesting LWOP for the remainder of this previously approved choice vacation period. Each request for LWOP is examined closely and a decision is made based on the needs of the employee, the needs of the USPS, and the cost to the USPS.

- B. Employees are expected to use vacation time awarded during the vacation planning program; however, they may cancel all or a portion thereof in five (5) day increments. Notification of canceled leave is to be made on PS Form 3971 at least two (2) weeks prior to the beginning date of the vacation period to the supervisor over the unit where the vacation chart is posted. The only exception to the two-week notice period will be through the approval of the Manager, Human Resources, and the General President of the Charlotte Area Local, APWU (or their designees). First choice for vacated leave will go to previously disapproved persons in seniority order.
  - 1. At the close of prime choice vacation sign-ups management shall provide the union with a copy of the complete prime choice selection calendar.
- C. Management will circulate a roster sheet at the beginning of the sign-up period(s) so that employees can select their choice vacation time. The sign-up period(s) will be defined as follows:
  - ➤ Clerk Craft and Motor Vehicle Craft two (2) periods as follows:
  - Period 1 December 1 through January 5
  - Period 2- April 1 through April 30
  - Maintenance Craft only one (1) period: November 1 through December 31
- D. It is agreed that when all employees within a section have had the opportunity to select a single choice within the choice period, the vacation schedule will be opened for another choice or selection during the choice period.
- E. Annual leave during the choice vacation period will not exceed a total of fifteen (15) days without approval of the Postmaster, Plant Manager, or designee or VMF Manager.
- F. Annual leave will be granted on the basis of installation seniority within sections, consistent with the choice vacation procedure.
- G. In the Motor Vehicle Craft previously committed annual leave will not be changed if an MVS employee moves to another section within the craft unless agreed to by the affected MVS employee. PS Forms 3971 will follow employees.
- H. For the purpose of annual leave, sections are defined as follows:
- 1. Mail Processing Operations:
  - a. Charlotte P&DC by Tour, by section as define below:
    - ➤ Mail Processors Automation Letters
    - Mail Processors Automation Flats
    - Manual by Pay Location
    - Registry Section

- b. Mid-Carolinas NC P&DC—by Tour, by section as defined below:
  - ➤ Automated Parcel Clerks
  - ➤ Automated Flats Clerks
  - Ramp Clerks
  - General Clerks
  - Manual Clerks\*
- c. Customer Service Operations by Classified Station/Branch, by Tour
- \*Employees with more than one scheme will be assigned to the leave section of the first scheme as listed on the assignment
- 2. Motor Vehicles Operations by Tour.
  - > Vehicle Operations
  - ➤ Vehicle Maintenance by Tour, by Section.
    - 1. Mechanics
    - 2. Office/Administrative Personnel
- 3. Maintenance Craft by Tour, by Pay Location.

Each of the following groups shall be identified as a separate section:

- Maintenance Mechanics MM-7, Maintenance Mechanics MPE-9
- Electronic Technicians ET-10, 11
- > Building Equipment Mechanics BEM-9, Area Maintenance Technicians AM-9
- Custodians CU-3, Custodial Laborers LC-4, Group Leader GL-5.
- ➤ Maintenance Support Clerks SC-7
- ➤ Mid-Carolinas P&DC Maintenance Mechanics MM 7, Building Equipment Mechanics BEM-9, Maintenance Mechanic MP-9 and Electronic Technician ET-10
- I. Whenever the creation of new units or sections occurs, the newly created units/sections will be identified for purposes of annual leave.
- J. Employees may utilize annual and sick leave in conjunction with LWOP, subject to approval of the leave in accordance with normal leave approval procedures. The employer is not obligated to approve such leave for the last hour of the employee's scheduled workday prior to and/or the first hour of the employee's scheduled workday after a holiday.

## Item 5: The duration of the choice vacation period. Article 10, Section 3.C & 4.B. National Agreement

- A. The Maintenance Craft shall have one choice vacation period from January 15 through the week that includes November 30.
- B. The Clerk Craft and Motor Vehicle Craft shall divide the vacation period into two periods as follows:
  - Period 1 January 15 through the week that includes April 30th.

Period 2- End of Period 1 through the week that includes November 30.

## Item 6: The determination of the beginning day of an employee's vacation period.

## Article 10, Section 3.E., National Agreement

- A. Motor Vehicle Craft: The beginning day of an employee's vacation week will be Saturday.
- B. Clerk/Maintenance Crafts: An employee's vacation period will begin on his/her first scheduled workday following his/her two (2) non-scheduled days. Employees with split days off will have their vacation period begin on Monday. Supervisors shall make every effort to avoid scheduling employees for overtime on holidays or days off immediately preceding or immediately following scheduled choice vacation period(s).
  - 1. Clerk/Messenger's vacation week shall be Monday through Sunday, unless it is mutually agreed by management and the Clerk/ Messenger to have a different vacation week to coincide with his/her off days. If the vacation week is other than Monday through Sunday, consideration will be given at the end of the sign-up period.
- C. All Crafts: Holidays and days off that fall within a vacation week shall be part of the vacation 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. Article 10, Section 3.D., National Agreement

Employees may get two selections in accordance with Article 10, Section 3.D of the National Agreement. The two choice selections can be in either period or both selections in one period, not to exceed a total of two selections.

## Item 8: Whether jury duty and attendance at national or state convention shall be charged to choice vacation period. Auticle 10. Section 2n and 2 F. National Agreement

Article 10, Section 2n and 3.F. National Agreement

- A. Jury duty will not be counted as part of the quota off during the choice vacation period. An employee attending a National or State convention during the choice vacation period will be counted in the number of employees scheduled off during the choice vacation period(s), but not counted as one of the two choice selections.
- B. Prior to March 1, the Union will notify the Manager, Human Resources of the dates for Union convention(s) and the number of positions in each section that should be blocked off.
- C. The supervisor will be responsible for blocking these weeks within the guaranteed minimum for the authorized number off.
- D. If an employee is called to jury duty during his/her scheduled choice vacation period, this employee shall be granted an additional selection.

## Item 9: Determination of the maximum number of employees who shall receive leave each week during the choice vacation period. Article 10, Section 3.B. & 4.B. National Agreement

A. At least 14 percent of employees, by section, , as determined by Item 4.H may be off for choice vacation leave for the months of April through September. At least 10 percent of employees, by section, as determined by Item 4.H, may be off for choice vacation leave for the months of January 15 through March and October through November. These percentages cover all crafts.

B. Fractional numbers of .5 or higher will be carried to the next higher whole number, which will be the number of employees allowed simultaneous leave during the choice vacation period.

C. If at any time management is able to exceed the guaranteed percentage(s) as defined in Item 9.A and Item 12.F during periods of low volume, an announcement shall be made to the section so that all employees will be equally informed.

## Item 10: The issuance of official notices to each employee of the vacation schedule approved for such employee. Article 10, Section 4.B.3., National Agreement

A. All affected employees will be reasonably notified no later than twenty (20) days prior to the sign-up period(s), informing the employees of the process. This will allow all employees time to decide on their choice weeks prior to the circulation of the vacation roster/spreadsheet. When the vacation roster/spreadsheet is circulated to employees, he/she will be given twenty-four (24) hours to make their selections and sign the vacation roster/spreadsheet. Sign-up periods for choice vacation are defined in Item 4.C.

1. Sections for the purpose of choice vacation and other annual leave are defined in Item

4.H. Periods for choice vacation (are) defined in Item 5.

## Item 11: Determination of the date and means of notifying employees of the beginning of the new leave year.

## Article 10, Section 4.A., National Agreement

Employees will be notified of the beginning of the new leave year by management posting a notice on all official bulletin boards by November 1<sup>st</sup> of each year.

Leave Year Calendar Dates				
Year	Begins	<u>Ends</u>		
2016	PP 02-2016	PP 01-2017		
	January 9, 2016	January 6, 2017		
2017	PP 02-2017 January 7, 2017	PP 01-2018 January 5, 2018		
2018	PP 02-2018	PP 01-2019		

January 6, 2018

January 4, 2019

2019

PP 02-2019

January 5, 2019

PP 01-2020 January 3, 2020

## Item 12: The procedures for submission of applications for annual leave during other than the choice application period. Article 10, Section 3.C. & 4.D., National Agreement

A. Leave submission for other than the choice vacation period will be on a first-come, first-served basis, except employees on Union business will be given priority. The period includes any time other than the two selections during the choice period (s), except for the period December 25 through January 1 which shall be governed by the provisions of Item 12.J.

- B. The section head will prepare and maintain abound leave book for each section. The book will be prepared so that each day in the leave period will be clearly delineated and will show:
  - 1. Leave taken on a weekly basis.
  - 2. Advance leave taken on a daily basis, or less than eight (8) hour period.
  - 3. Only annual leave and leave without pay (LWOP) in lieu of annual leave will be recorded in this bound leave book.

C. PS Form 3971, in duplicate, will be prepared and submitted by the employee seeking leave in all instances. The employee will place the 3971 in the immediate supervisor's hand or designee. In units where no immediate supervisor is available, the employee desiring leave shall contact the supervisor designated as in charge by phone or other available method to inform the supervisor of the dates for which leave is requested and to inquire how the supervisor wishes the leave slips to be submitted. The duplicate copy will be returned to the employee. Employees may prepare their own third copy of the PS Form 3971 to be signed immediately by the supervisor in the block entitled. "Signature of Supervisor and Date Notified" for verification of submission of PS Form 3971 only. The date and time will also be noted, and the third copy returned to the employee. In unusual or exceptional cases where the employee needs to submit a PS Form 3971 requesting leave during the choice vacation period prior to choice vacation period sign-up, consultation between the General President, Charlotte Area Local and the Postmaster (or their designees) will decide the matter.

- D. Requests for annual leave submitted one (1) week or more in advance will be approved or disapproved by management as soon as possible, but no later than three (3) days from the submission date.
- E. Requests for annual leave submitted less than one (1) week in advance will be approved or disapproved by management as soon as possible, but no later than twenty-four (24) hours after receipt.
- F. Leave for the time other than choice vacation period may be submitted only after the sign-up process for that period has been completed. These leave requests may not be submitted more than 60 days in advance of the date for which leave is requested. The beginning date of the leave will be day one (1) for computing the 60th day. In unusual situations, by the mutual agreement of the Manager, Human Resources, and the General President of the Charlotte Area Local (or their

designees) consideration of such requests will be granted. This language does not apply to leave for the period of December 25 through January 1, which is governed by the provisions of Item 12.J

G. Approval/disapproval of leave requests for time other than choice vacation periods will be based on business conditions and/or available manpower. There shall be no guaranteed percentage(s) applied to these leave requests, except for the months of May through September, which shall be determined as follows:

"Requests for annual leave for the months of May through September will be granted up to the number of slots allowed to each section, as determined by Item 4H, based on the formula applied to the choice vacation period of a minimum of 14% (management must grant at least (14) fourteen percent, but management does not have to grant over fourteen (14) percent. The parties further agree that such leave requests must be submitted no later than the Wednesday of the service week prior to the requested leave. Leave submitted after the cut-off will be approved/disapproved based on business conditions and/or available manpower."

- H. The timetables for submitting PS Form 3971 relate exclusively to annual leave requests.
- I. If a request for leave is disapproved, the supervisor shall maintain a copy of the original request for annual leave. If, at a later date, he/she is able to grant annual leave for the day(s) requested, he/she shall then honor the first PS Form 3971 submitted,
- J. If PS Forms 3971 are submitted in the same section, as defined by Item 4.H, at precisely the same time, seniority will prevail in determining first-come, first-served.
- K. Christmas/New Year's: Leave from December 25 through January 1 shall be approved on a seniority basis, if requested by December 15. Approval of such leave shall be contingent on business conditions, and the employee notified of the decision as soon as possible after December 15<sup>th</sup>. Leave requests for this period will only be submitted from December 1 through December 15 of the calendar year.

## Item 13: The method of selecting employees to work on a holiday. Article 11, Section 6.A., B., & D., National Agreement

- A. The following pecking order will be followed for selecting employees to work on a holiday:
  - 1 For Motor Vehicle Craft Only: Part-Time Flexibles (PTF's
  - 2 Volunteers, full time regular employees by seniority
  - Whose regular schedule includes that day (100% premium, 8-hour guarantee for full-time regulars).
  - All Postal Support Employees (PSE's), even if overtime is necessary. <u>The scheduling of PSE's must be consistent with the new language in the 2015-2018 National Agreement (page 165).</u>
  - ➤ Volunteers, full time regular employees by seniority: whose regular schedule does not include that day (150% premium, 8-hour guarantee for full-time regulars).

### 3 Non-volunteers, full and part-time regular employees by inverse seniority:

- ➤ Whose regular schedule includes that day (100% premium, 8-hour guarantee for full-time regulars).
- ➤ Whose regular schedule does not include that day (150% premium, 8-hour guarantee for full-time regulars).

#### B. Holiday Work:

- 1. No full-time employee shall be required to work on his/her scheduled day off to allow another employee off on his/her holiday.
- 2. Holiday work will be offered on a seniority basis within each section.
- 3. Holidays which require entire sections to work will not be affected by this provision.
- 4. A seniority list within the section will be established by office (service) seniority.
- 5. If an employee turns down or declines an opportunity to work on a holiday, he/she does not forfeit his/her right to work on the next holiday.

### C. Sections for purposes of holiday scheduling will be defined as:

- 1. Mail Processing Operations:
  - a. Charlotte Plant by Tour, By Section define as:
    - o Mail Processing Clerks, Automated Letters
    - o Mail Processing Clerks, Automated Flats
    - o Manual by Pay Location
    - o Registry Section
  - b. Mid-Carolinas P&DC by Tour, having needed skills.
  - c. Customer Service Operations by Classified Stations/Branch, by Tour.
  - \*Employees with more than one scheme will be assigned to the leave section of the first scheme as listed on the assignment.
- 2. Motor Vehicle Operations:
  - > Vehicle Operations
  - > Vehicle Maintenance
- 3. Maintenance Craft:
  - Occupational Group- by Tour, by Pay Location
  - Each facility will be identified as a separate section
- 4. Special Delivery Operations:
  - Clerk Messengers
- 5. Miscellaneous Operations:
  - > Supply by tour
  - > Bulk Mail -by tour
  - Executive/Administrative Offices (including all bargaining unit positions, not specifically included in other sections) by pay location, by tour.

## Item 14: Whether "overtime desired" lists in article 8 shall be by section and/or tour.

## Article 8, Section 5.A., B., C. & D., National Agreement

#### A. Clerk Craft:

Overtime Desired Lists shall be by tour, by sections defined as follows:

- 1. Mail Processing Operations Charlotte Plant:
  - Mail Processing Clerks- Automation Letters by Tour
  - Mail Processing Clerks- Automation Flats by Tour
  - Manual, by Tour
- 2. Mid-Carolinas NC Processing and Distribution Center
  - > By Tour, by Section having the necessary skills.
- 3. Customer Service Operations by Classified Station/Branch, by Tour

#### **B. Motor Vehicle Operations:**

- > Vehicle Operations, by section and seniority within the craft
- ➤ Vehicle Maintenance, by tour, by section.
  - o Occupational Group and Level
  - o Office/Administrative Personnel

#### C. Maintenance Craft:

- 1. The Overtime Desired List will be by Occupational Group, by Tour, by Pay Location.
- 2. The Following will have Overtime Desired List separate from the Plant:
  - Mid-Carolinas NC Processing and Distribution Center
- 3. The following "pecking order" will be used when assigning 8 hour (full tour) overtime:
  - > The Scheduled Day Off (6th day) on the tour where overtime is needed.
  - > The Scheduled Day Off (7th day), volunteers only, on the tour where over-time is needed.
  - > The Before/After Tour List from the Tours preceding and following the tour where overtime is needed
  - Mandatory overtime from those Not on the ODL, rotated based on juniority, on the tour where overtime is needed when options "1" through "3" fail to provide the necessary coverage.

### D. Clerk/Special Delivery Messengers:

#### E. Miscellaneous Operations:

- Office of Finance, TACS and Data Collection Technicians, by Tour
- > Office of Human Resources (LD&D), by Tour
- ➤ Bulk Mail by Tour
- > Executive/Administrative Offices (including all bargaining unit positions not specifically included in other sections) by Pay Location, by Tour

## F. Clerk Craft, Maintenance Craft and Motor Vehicle Craft shall have two Overtime Desired Lists:

- > Off-day overtime
- > Scheduled day overtime which will include:
- > 10 hour list
- ➤ 12 hour list (must be on the 10 hour list)

## **G.** In the event the need arises to work the non-list Employees overtime, the 10 hour list will be mandated to work 12 hours.

**H. Employees on detail for (1) week or longer** in duration and are currently on an Overtime Desired List (ODL) will be considered now on the same ODL in their detail section.

## Item 15: The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

Article 13, Section 3.C., National Agreement

As many light duty assignments as feasible will be granted to eligible employees using the criteria set forth in Article 13 of the National Agreement.

## 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. Article 13, Section 3. National Agreement

A. A light duty assignment must not be established which would "bump" an employee from a regular bid position. Use vacant assignments and establish assignments that are supplemental to regular assignments. The Union President or official will be consulted concerning light duty assignments insofar as possible within limitations. The intent is to keep an employee on his/her tour and on his/her regular assignment, if possible.

B. The Employer will notify the Union whenever a permanent or temporary light duty assignment is made. The Local APWU President will be notified within 48 hours whenever any request for light duty cannot be honored.

## Item 17: The identification of assignments that are to be considered light duty within each craft represented in the office. Article 13, Section 3.A., National Agreement

A. No specific duties or assignments must be designated as light duty assignments. Each request for light duty will be considered on its merits in accordance with pertinent provisions of the National Agreement. Maximum effort must be made to assign an employee who is recovering from an illness or injury to duties which he/she can perform, with due consideration given to the nature of the illness or injury and the availability of such duties. A Doctor's certificate specifying the limitations on the duties an employee may perform must be one of the guidelines in placing the employee in a light duty assignment.

B. Light Duty assignments shall be made in accordance with applicable provisions of NA Article 13 and ELM Section 355, and the following guidelines:

- 1. To the extent that there is adequate work available within the employee's work limitation tolerances, within the employee's craft, in the work facility to which the employee is regularly assigned, and during the hours when the employee regularly works, that work constitutes the light duty to which the employee is assigned.
- 2. If adequate duties are not available within the employee's work limitation tolerances in the craft and work facility to which the employee is regularly assigned within the employee's regular hours of duty, other work may be assigned within that facility.

- 3. If adequate work is not available at the facility within the employee's regular hours of duty, work outside the employee's regular schedule may be assigned as light duty. However, all reasonable efforts must be made to assign the employee to light duty within the employee's craft and to keep the hours of light duty as close as possible to the employee's regular schedule.
- 4. An employee may be assigned light duty outside of the work facility to which the employee is normally assigned only if there is not adequate work available within the employee's work limitation tolerances at the employee's facility. In such instances, every effort must be made to assign the employee to work within the employee's craft within the employee's regular schedule and as near as possible to the regular work facility to which the employee is normally assigned.

## 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.

### Article 12, Section 5, National Agreement

- A. Sections will be identified as follows:
  - 1. Charlotte Processing and Distribution Center, by Tour, by Level
    - a. Mail Processing Clerks
  - 2. Mid-Carolinas Processing and Distribution Center, by Tour, by Level
    - a. APBS Parcel Post Clerks
    - b. Automated Mail Processing Clerk
    - c. Manual Mail Processing Clerks
    - d. Manual by Pay Location
  - 3. Customer Service Operations by Classified Station/Branch, by Tour\*
  - 4. Motor Vehicles Operations
    - a. Vehicle Operations
    - b. Vehicle Maintenance
  - 5. Maintenance Craft
    - a. Occupational Group by Tour, by Level
  - 6. Clerks/ Special Delivery Messengers by Tour
  - 7. Miscellaneous Operations:
    - a. Bulk Mail- by Tour
    - b. Administrative / Executive Offices- by Pay Location, by Tour
- \* Employees with more than one (1) scheme will be assigned to the leave section of the first scheme as listed on the assignment.
- B. It is understood that the excessing will be by juniority, from each section, should such excessing become necessary. This shall apply to all crafts.
- C. For administrative reasons, if a change needs to be made to a pay location, the parties agree upon mutual agreement by both the APWU President and management the change may be made as long as the provisions of Articles 37.3.A. and 4.b as well as 38.4A5 are not violated. Said agreements will be in writing identifying the employees and pay locations involved as well as the effective dates.

## Item 19: The assignment of employee parking spaces. Article 20, Section 2. National Agreement

A. The designated parking lot for employees will be on a first-come, first-served basis.

B. Two (2) handicapped parking spaces for employees needing wheelchair accessibility will be provided at the Charlotte Processing and Distribution Center and the Mid-Carolinas NC Processing and Distribution Center. Other facilities will provide space if and when needed.

## 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.

### Article 24, Section 2, National Agreement

Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule is not to be part of the-guaranteed percentage.

## Item 21: Those other items which are subject to local negotiations as provided in the craft provisions of this agreement.

#### A. Clerk Craft - Article 37:

- > Section 2.C. A seniority roster of all full time and part time regulars will be posted and provided to the Local APWU Office every 3 months.
- Section 3.A.4.b. A job will be reposted when the duties or scheme knowledge requirements change 50 percent or more, except for those positions specifically identified in the National Agreement which do not require reposting on this basis. If the principal assignment area is changed from one physical location to another, the incumbent will have the option of accepting the assignment at the new physical location.
- > Section 3.A.4.c. A job will be reposted when the change in starting time exceeds one(1) hour, except for those positions specifically identified in the National Agreement which do not require reposting on this basis.
- Section 3.A.4.c.3. The incumbent shall not have the option of accepting the new reporting time.
- > Section 3D. Notices will be posted for ten days from Wednesday to Friday.
- > Section 3.F.2. The successful bidder will be placed in the new assignment within ten (10) days, if possible, but not to exceed twenty-one (21) days.

#### B. Maintenance Craft - Article 38:

- > Section 3.C. not negotiated.
- > Section 4.A.4 not negotiated.
- ➤ Section 4.A.5 The duty assignment shall be reposted when the duties change more than 50 percent. If the principle assignment area is changed from one physical location to another, the incumbent will have the option of accepting the assignment at the new physical location.

#### C. Motor Vehicle Craft - Article 39:

Section 1.E not negotiated.

- Section 2.A.3. The duty assignment shall be reposted when the duties change over 50 percent.
- > Section 2.A.4. The duty assignment shall be reposted when the starting time exceeds one (1) hour.
- ➤ Section 2.A.7. If the Union requests, Motor Vehicle Operators and Tractor Trailer Operator Craft assignments will be posted for bid once each calendar year, except in November or December. If the Union requests posting, management shall post no later than the second posting period after the request.
- > Section 2.C The posting shall be for ten days from Wednesday to Friday.
- > Section 2.E.2 The successful bidder shall be placed in the new assignment within (10) days, if possible, but not to exceed twenty-one (21) days.

## Item 22: Local implementation of this agreement relating to seniority, reassignments, and posting.

A. In order to receive consideration, all bids and applications must be submitted via automated bid process, at the agreed upon closing date and time and may not be withdrawn after that time, except as specifically provided in the craft articles of the National Agreement.

- B. It is agreed that whenever duties of a recurring nature continue to the extent that the assigned employee's full time is consumed on these duties, consideration will be given to the establishment of a new position.
- C. Closing time for bids as shown on posting notification. If Friday is a holiday or a day observed as a holiday, closing time will be 10:00 am the following Monday.

## \*\*\* Other provisions not covered in the 22 Items, Article 30.

#### A. Providing Personal Information:

- 1. All employees, upon reaching retirement age, will be provided with the latest booklets or literature on the subject of retirement. The President of the Local APWU will be furnished with a list of employees as they retire.
- 2. A system will be set up by management that will notify all employees when they are nearing the limit on bidding for assignments. This system will be set up no later than 30 days from the signing of the complete Memorandum of Understanding. The assignment order will show the third, fourth, and fifth successful bids.
- 3. The designated agent of the American Postal Workers Union may use the Public Address System to announce times and dates of regular and special Union meetings. The announcement will be in writing, approved by the Postmaster/Plant Manager, or his/her designee, and presented without deviation.
- B. Travel: Management shall furnish advance information to the Union where there is any change in Postal Service instructions concerning travel, subsistence, and transportation, with discussion to determine any changes applicable to the installation.

C. General Procedures: A copy of all items for posting will be emailed to the General President concurrently with the regular posting.

#### D. Committees:

- 1. A list of committees in operation at the Charlotte, North Carolina Post Office shall be furnished to the General President at his/her request. Additions and/or deletions to this list shall be furnished to the General President.
- 2. All schedules for committee meetings shall be furnished to the General President at the time of notification to committee members.

### E. Temporary Schedule Changes for Union Meetings:

When and if requests for temporary schedule changes to attend Union meetings or conventions are being considered by management, first consideration will be given to Union Officials, then Shop Stewards, then delegates, prior to other employees for this same purpose.

#### F. Part-time Utilization:

- 1. On Thanksgiving and Christmas, when service needs permit, part-time flexible employees working the actual holiday will be allowed to extend their swing, upon request, for the purpose of joining their families for dinner.
- 2. When it is determined by management that a part-time flexible clerk may be released at a given time, management shall inform the part-time flexible of this condition as soon as practicable.
- 3. When a part-time flexible employee's reporting time is changed, he/she shall be given as much advance notice as possible.
- 4. Part-time employees with flexible schedules shall be assigned subject to service needs. Under normal conditions, a reporting time will be given as far in advance as possible, but not later than the end of the employee's tour of duty.
- 5. When full employment is not available for all part-time flexibles or extra work hours are required of part-time flexibles, the workload will be distributed as equitably as possible among the part-time flexibles, based on availability and skills.

### G. Employment and Work Assignments:

#### Clerk Craft:

- 1. Employees should not be assigned across craft lines, except as provided for in the National Agreement.
- 2. Every effort will be made to assign clerks having just learned a new scheme a minimum of twenty (20) hours distribution time in the two- week period immediately following qualification.

3. The delivery of Express Mail should be done by Clerk/Special Delivery Messengers to the extent practicable.

### H. Combination Assignments - General:

- 1. In any cross-craft assignments, the gaining craft shall have the most desirable assignments over the losing craft.
- 2. If management determines that assignments are necessary under Article 7 and a guide is necessary because the employees' qualifications, knowledge, and experience are approximately equal, seniority will be used. -.

### I. Identification of Supervisors:

Whenever acting supervisors are named, the information shall be announced to all employees.

### J. Toxic/Chemical Spill:

In the event of a toxic waste/chemical spill in the Charlotte Post Office, the following procedure will be followed:

- 1. Clean-up process will begin immediately.
- 2. The area of the spill will be kept free of employee traffic.
- 3. The supervisor on duty will notify the Union representative on duty.
- 4. Upon confirmation of the contents of the spill, the Local APWU President will be notified.