

LOCAL MEMORANDUM OF UNDERSTANDING
2018-2021

BETWEEN THE REPRESENTATIVES OF THE
AMERICAN POSTAL WORKERS UNION, AFL-CIO
WEST VIRGINIA POSTAL WORKERS UNION
LEVEL 20 OFFICES AND BELOW WHO DO NOT HAVE A
LOCAL UNION STRUCTURE

AND OF THE

UNITED STATES POSTAL SERVICE
ADMINISTRATIVE POST OFFICES

PREAMBLE

This Local Memorandum of Understanding constitutes an agreement between the representatives of the West Virginia Postal Workers Union of the American Postal Workers Union, AFL-CIO, and the Management representatives of the United States Postal Service:

Members At Large (MAL) level 20 and below AOs, APOs, and their subordinate RMPOs within the Appalachian District, who do not have a local union structure and fall under the representative umbrella of the WVPWU listed in this preamble will be covered under this LMOU. Should any of the identified offices below ever be merged into an existing APWU Local, or should any small offices break away from an APWU Local and become an MAL office once again, the parties will re-meet to either strike or add as specific changes warrant.

This Agreement is entered into pursuant to the terms of Article 30 of the 2018-2021 Collective Bargaining Agreement between the American Postal Workers Union, AFL-CIO, and the United States Postal Service.

As of October 8, 2020, this Agreement covers the following offices and their RMPOs: Alderson, Ansted, Augusta, Burnsville, Capon Bridge, Cowen, Elkins, Ellenboro, Evans, Fort Ashby, Frankford, Franklin, Grantsville, Kearneysville, Kenna, Keyser, Marlinton, Maysville, Mill Creek, Moorefield, Mount Nebo, Mullens, Parsons, Paw Paw, Richwood, Ridgeley, Ronceverte, Salem, Terra Alta, Thomas, War, Wardensville, & Webster Springs.



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ITEM #1: *ADDITIONAL OR LONGER WASH-UP PERIODS*

As a matter of health, safety and reasonable cooperation, a reasonable amount of wash up time [at least 5 minutes] shall be granted to all employees who work with dirty and/or toxic material prior to each employee's lunch time and end of work on each service day.

ITEM #2: *THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE (5) DAYS WITH EITHER FIXED OR ROTATING DAYS OFF*

Full-time employees shall be on a fixed work week. Traditional full-time regular employees will have a regular work week of five [5] days with fixed days off. Any newly created NTFT assignments shall be made in accordance with the latest MOU signed by the parties at the National level concerning NTFT assignments.

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. Management shall prior to making a decision to curtail or terminate operations, take into consideration the following factors:
 - 1. The safety and health of its employees.
 - 2. The accessibility of Postal operations to its employees.
 - 3. The reduction or curtailment of public transportation.
 - 4. Reports from local authorities and the weather bureau.
 - 5. The closing of industries and Federal and State government agencies.
- B. When it is decided to curtail or terminate Postal operations, the State President of the WVPWU must promptly be notified.
- C. In the event there is a power failure, all operations will immediately cease, and all employees will proceed cautiously to an area designated by a supervisor until power is restored. In these circumstances, the safety of the employees shall be the primary concern.
- D. When an alleged explosive device has been discovered, or a threat made against the Postal Facility and verified by a Postal Official, Management will take appropriate actions to ensure the safety of its employees.
- E. If Postal operations are curtailed, Management will relay the information to local radio and television stations for broadcast. The affected employees will call the tour Supervisor to confirm the information, if possible.



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ITEM #4: FORMULATION OF LOCAL LEAVE PROGRAM

- A. On November 15, a leave roster will be circulated by seniority for all APWU clerks and maintenance employees within the APO & RMPOs. There will be a 48-hour period for clerks and maintenance employees to study and make selections for the annual leave roster.
- B. After posting of the list for choice leave periods, all other annual leave requests for that leave year, if approved, shall be granted on a first come, first serve basis based on the daily complement. Any denial of requested AL will be properly noted on the PS Form 3971 and returned to the employee as soon as possible.
- C. All leave will normally be based on 8 hours per day and 40 hours per week, except NTFT employees, who will be given leave commensurate with their assigned schedule. Approval of less than 40 hours is acceptable, based upon the normal work hours of the employee. [Example: A PSE who typically works approximately 25 hours per week; 25 hours of annual leave would be acceptable for a one-week absence for this PSE].
- D. LWOP and/or Non-Scheduled time will not be granted for the purpose of an individual to be able to take their choice selections.
- E. The circulation of the leave roster shall be completed one week prior to the beginning of the new leave year and shall be posted by the first day of the new leave year. It will be the employee's responsibility to apply for and take annual leave to avoid forfeiture.
- F. Choice vacation time must be cancelled by submission of the PS Form 3971 with "CANCEL" or "CANCEL LEAVE" annotated in the remarks section. Applications for cancelling choice annual leave must be submitted 2 weeks in advance of the leave to be canceled. Upon approval of the cancellation, management will remove the leave from the leave calendar and post the cancelled leave for a period of 48 hours for bid by other eligible employees. Cancellations affecting RMPO sections must be communicated to the respective employees. Bid requests for the cancelled leave will be accepted during the 48-hour period and will be approved based on seniority. Applications submitted after the 48-hour period will be considered incidental leave as defined in item 4.B of this LMOU.



ITEM #5: THE DURATION OF CHOICE VACATION PERIODS

The choice vacation period will be the entire leave year excluding the first full-service week in December through December 25th.

- A. The first time the list is circulated, each APWU employee shall be permitted to have one choice of annual leave, the total time not to exceed 15 days [3 weeks consecutively].
- B. The second time the list is circulated, each APWU employee shall be permitted to have one choice of annual leave, the total time not to exceed 15 days [3 weeks consecutively], in accordance with Article 10.3.D.

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

Scheduled Annual Leave will begin Monday and end Sunday.

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

An employee may, at their option, request one or two selections during the choice vacation period in units of either 5 or 10 days, or 15 consecutive days, the total not to exceed the 10 or 15 days allowed in Article 10 of the National Collective Bargaining Agreement.

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

- A. Jury duty shall not be charged to an employee's scheduled choice vacation period.
- B. Up to one (1) clerk and one (1) maintenance employee, that attend the National or State Convention, shall be charged to the vacation roster.
- C. Employees attending the convention(s) will not be charged a selection for these weeks.



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

For choice vacation selections only a minimum of one (1) APWU clerk and a minimum of one (1) maintenance craft bargaining unit employee will be allowed off each week during the choice vacation selection period for the leave section, which consists of the APOs and all subordinate RMPOs, as applicable. [Example: one (1) APO and four (4) RMPOs = a one (1) leave slot minimum for a clerk and a one (1) leave slot minimum for maintenance all five (5) offices combined].

The maximum number of employees who will receive leave each week during the choice vacation period will be thirteen (13%) of each craft of the APWU F4 complement as of November 1st of the preceding year. [Example: November 1, 2020 staffing would be used for 2021 leave year]. Percentages of .499 and below shall round down to the nearest whole number; percentages of .50 and above shall round up to the nearest whole number.

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

Signing of an approved slot on the vacation roster constitutes official notice of approval. After the vacation roster is circulated the final time, a copy will be posted at the APO and subordinate RMPOs, if applicable. The installation head will provide the final copy of the roster to the president of the WVPWU

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

Not later than November 15th of each year, the United States Postal Service (USPS) supervisory employee shall post the beginning date of the new leave year in a conspicuous area of the employee bulletin board for all APWU craft employees to read. The leave year shall begin with the first full pay period in January of each year.



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

Employees may submit an application for incidental annual leave by submission of a completed PS Form 3971 to their supervisor. These requests, if approved, will be determined on a “first come, first served” basis, and by seniority when multiple requests are received the same day. Applications for incidental leave will be accepted starting the Monday of the first full, service week of January. Incidental leave applications shall be approved or denied within three (3) days of receipt.

ITEM #13: THE METHOD OF SELECTING EMPLOYEES TO WORK DURING THE HOLIDAY PERIOD

In scheduling holiday work for employees, the following sequential order shall be adhered to from number 1 and then progressively through number 7.

The USPS supervisory employee shall determine the number of employees, if any, are needed for each recognized holiday period in Article 1.1 of the National Collective Bargaining Agreement and then fulfill this number by following the pecking order below. After this decision is made, a schedule shall be posted informing employees exactly which employee(s) have been selected to work the holiday by the Tuesday proceeding the service week in which the holiday falls. If it is necessary to schedule an employee in an RMPO on one of the aforementioned holidays, the employee who typically is scheduled at that RMPO will be scheduled to work. [Example: in 6 hour office – The NTFT assigned to that RMPO would work in that RMPO].

Pecking order:

1. Full Time and Non-Traditional Full Time Regulars who have volunteered to work on the holiday, by seniority.
2. Non-Scheduled Full Time and Non-Traditional Full Time Regulars who have volunteered to work during the holiday period, by seniority.
3. All PTFs who have volunteered with the necessary skills, by seniority.
4. All volunteer PSEs with the necessary skills, then all PSEs by reverse relative standing [junior first] with the necessary skills.
5. All PTFs who have not volunteered, with the necessary skills, by reverse seniority [junior first].



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6. Non-Scheduled Full Time and Non-Traditional Full Time Regulars who have not volunteered to work, by reverse seniority.
7. Full Time and Non-Traditional Full Time Regulars who have not volunteered to work on the holiday or designated holiday, by reverse seniority.

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

- A. The Overtime Desired List shall be by Craft and TOUR.
- B. The overtime desired lists shall provide a ten (10) hour, twelve (12) hour, non-scheduled day, and non-scheduled days' preferences. Employees shall be considered NON-OTDL for overtime outside of their stated preference(s).
- C. The following is an explanation of preferences:
 - D1: (10 Hour) – May be required to work up to two (2) hours before or after scheduled tour.
 - D2: (12 Hour) – May be required to work up to four (4) hours before or after scheduled tour.
 - D3: (Non-Scheduled Day) – May be required to work one (1) of their non-scheduled days.
 - D4: (Non-Scheduled Days) – May be required to work both of their non-scheduled days.
- D. An employee may remove their name from the OTDL at any time during the quarter with written notice to their immediate supervisor. Removal will take effect twenty-four (24) hours after notification. No employee may place their name on the OTDL once it has been posted unless they have not been given an opportunity to do so during the sign-up period. The Union will be notified in writing to any additions or deletions to the lists.
- E. Management shall furnish the WVPWU President a list of the OTDL each quarter.
- F. Management will make every effort to give one-hour notice for overtime work.



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

Every effort will be made for an employee granted light duty assignment to remain on their bid tour and, in as far as possible, in their bid assignment.

ITEM #16: THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENT SO THAT NO REGULAR ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED

- A. No assignment to or from another craft or from another facility will be made unless first discussed in a Labor Management consultation.
- B. Requests for light duty are to be submitted in writing to the Installation Head and such requests must be accompanied by a written physician's recommendation. Consultation will be held with the State President when it is proposed to utilize employees on light duty who are covered by this Agreement and if the request is under consideration for denial, the State President or designee will be allowed input prior to final determination being rendered.
- C. Employees granted light duty will continue in their regular assignments when possible. If employees cannot continue on their regular assignments, they shall be continued within their craft and on the same tour and hours as their regular assignment when possible.
- D. The State President will receive a copy of the letter from the Installation Head advising of the light duty determination. Light Duty assignment must be renewed every thirty (30) days.

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

The State President will be consulted before any assignment is identified as either a permanent or temporary light duty assignment.

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

In the event that reassignment within the installation or excessing outside the installation should occur, forced reassignments shall be in reverse seniority order,



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installation wide [APOs and RMPOs]. This would not preclude any senior
employee from volunteering and attaining reassignment [Senior in Lieu Of].

ITEM #19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Current parking provisions will continue to be utilized by APWU bargaining unit
employees, on a first come, first served basis.

**ITEM #20: THE DETERMINATION AS TO WHETHER ANNUAL LEAVE
TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO
DETERMINATION OF CHOICE VACATION SCHEDULE IS TO BE PART
OF THE TOTAL CHOICE VACATION PLAN**

This issue addressed in ITEM #8 and pertains to all APWU represented employees.

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

- The Installation Head shall post an updated seniority list at the APO and all subordinate RMPOs on a bi-annual basis of January and July. A copy shall be forwarded to the President of WVPWU.
- One 10-minute comfort break will be afforded after two (2) hours work. A second 10-minute comfort break will be afforded after more than four (4) hours work.
- A Joint Labor Management Safety and Health Committee meeting for a Postal Facility will be held as requested by either party.
- Labor Management meetings will be held as requested by either party.
- A copy of posted notices issued by the Postmaster effecting the employees shall be furnished to the President of the WVPWU at the time of issuance.
- There will be consultation with the State President or designee before any changes are made to a duty assignment. A duty assignment will be posted for bid if it is changed in any way, except for the addition or deletion of a scheme. Such changes would include but are not limited to: a change in the principal duty assignment or area, non-scheduled days, or a change of over one hour in reporting time. This duty assignment must be posted for bid within seven calendar days, after a determination has been made that the position is not to be reverted.



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- Length of postings will be seven (7) days. The successful bidder must be placed in a new assignment within ten (10) days unless there is a deferment period. This does not apply during December.

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


- A. The Local shall be notified promptly of the assignment of employees by Management under Article VII Section 2a (1971).
- B. Copies of all posted notices affecting APWU Crafts shall be sent to the President of the WVPWU in a timely manner.

It is mutually agreed this Local Memorandum of Understanding shall remain in full force effective through the term of the American Postal Workers Union 2018 – 2021 National Agreement.

The foregoing provisions constitute the entire agreement between the parties regarding the subjects of the local implementation negotiations as set forth in Article 30, section B, of the 2018 – 2021 National Agreement.



Shawn Godfrey, Labor Relations
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