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We are pleased to announce your newly elected Executive Board for the West Virginia Postal Workers Union. With everything that has impacted us postal workers over the last year, we wanted to take a moment to not only keep you up to date on what is going on with YOUR Union, but let you get to know a little bit about the people who are protecting your rights and benefits.



#### Sinikka Melvin *President* smelvin@wvpwu.org 304-276-5364

Ms. Melvin is Lead Customer Service Clerk at the Morgantown Carrier Annex and President of the Clarksburg WV Area Local #3264. While she was a PSE, she became active in the Union, attending monthly meetings until she became a steward. The rest is history! Originally a native board Texan, she moved to WV after falling in love with Seneca Rocks and Autumn in this wonderful state.



#### Amy Haga Vice President amyhaga@wvpwu.org

Ms. Haga is a 20-year veteran of the USPS, spending most of her tenure at the Charleston Plant. She has been a steward for years in the Charleston WV Area Local #133 and is currently their Assistant Clerk Craft Director. Described as thorough and tenacious, one of her Local members said of her work: If I get in trouble, she's who I want on my side.



#### Chris Smith Editor chrissmith@wvpwu.org

Mr. Smith has proudly worked for the USPS for 23 years. To date, he's served three terms with both the WVPWU and Charleston WV Area Local #133 acting as Editor. During his union life he has been a trustee, steward, and Safety Director. Chris grew up in an Italian family that made their own wine, a tradition they carry on to this day.



#### Renee Steele Secretary Treasurer reneesteel@wvpwu.org

Mrs. Steele is a 20-year employee of the post office. She has served as a steward and the State's Legislative Director previously. She is excited to take on her new role as Secretary Treasurer. A mother, aunt, and lover of her fur babies, she is ecstatic to become a great aunt next year.



#### Glenn R. Wilson Legislative Director gwilson@wvpwu.org

Mr. Wilson is a retired clerk from Charleston WV P & DC with 33.5 years of service. He has been a union activist since 1999. He was a steward for 20 years and has held various offices with the Charleston WV Area Local #133 and the West Virginia Postal Workers Union. He enjoys spending time outdoors (including hiking part of the Appalachian Trail) and spoiling his grandchildren.



#### Stan Morgan Director of Union Services stanmorgan@wvpwu.org

Mr. Morgan, a postal clerk for 34 years and proud Union member of the Beckley Area Local #1509, was convinced by his Local's officers to become a steward about 20 years ago and hasn't looked back since. For the last 10 years he's served as President for his Local. He's proudly served the WVPWU by coordinating training and assisting Locals in need. Stan calls himself a "proud dad" of 3 children and grandfather numerous grandchildren and foster children.



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## Inaugural Member Meeting for Members of the WVPWU

As your Union, we need your help. Your voice and involvement are key to fighting for your rights, benefits, and ensuring that the USPS remains the institution of integrity and critical service to our communities. We are proud to be postal employees and are not afraid to stand up for it. Earlier this year we saw attempts to privatize and close many offices across our state. Were you one of the 2 million who signed petitions to Congress to Save the Public Postal Service? Were you one of the 60,000 calls made to congress? Being involved came be something as simple as making a call or showing your Union pride or being a steward. It all starts with you. We'd like to give you the change to voice your opinions, concerns, and ask questions to your State Offices. We're hosting a virtual meeting to give you this opportunity. After registering, you will receive a confirmation email containing information about joining the meeting.

When: Nov 18, 2020 06:00 PM Eastern Time Register in advance for this meeting:

https://zoom.us/meeting/register/tJcucOuqpzMtGNIBnO6Hl\_g0TssIJUP9eq8z

#### APWU TSP Retirement Seminar – November 14th

We are proud to bring all members, whether in a Local or a Member At Large (MAL), to learn about TSP and retirement in the Post Office. Whether you are a newly career employee or counting down the days, this seminar will benefit you. There have been many changes to TSP in the last year. A representative from the Thrift Savings Plan will spend the day discussing these changes, how TSP works, and answer any questions you may have. Save the date! The information to register will be available soon on our website (www.wvpwu.org) and Facebook page (wvpostalworkersunion). You can also email stanmorgan@wvpwu.org for more information.



#### THRIFT SAVINGS PLAN PRE-SEPARATION TO RETIREMENT AND BEYOND

This briefing is designed for all federal employees covered under the Federal Employees' Retirement System (FERS), the Civil Service Retirement System (CSRS), members of the Uniformed Services (US), and other employees eligible to participate in the Thrift Savings Plan (TSP). The information is beneficial to TSP Participants who are within ten years or less of retirement as part of a pre-retirement planning seminar.

#### • First Steps: Preparing for Separation

- TSP Savings Goals
- TSP Contribution and Loan Considerations
- Personal Data and TSP Statements
- o Age-Based In-Service Withdrawals
- TSP Expense Ratio
- Transfers and Rollovers into the TSP
- Combining TSP Accounts

#### Turning Savings to Income: The TSP Income Options

- Post-Service Partial Withdrawal Option
- o Deferred Income
- o Post-Service Full Withdrawal Options
- Withdrawal Strategies
- TSP.gov Withdrawal Wizard

#### Withdrawal Rules: Other Considerations

- O Submitting Withdrawal Forms
- O Spouses' Rights
- o Pro-Rata Rule
- O Tax Withholdings and Portability
- O IRS Required Minimum Distributions (RMDs)
- O IRS Early Withdrawal Penalty

#### Planning Your Legacy: TSP Death Benefits

- O TSP-3, Designation of Beneficiaries
- O Payments to Spouse Beneficiaries (BPA Accounts)
- O Payments to Non-Spouse Beneficiaries

#### Putting It All Together: Retirement Income Scenarios

#### • TSP Tips and Resources

- O 7 TSP Tips
- O TSP.gov
- Contacting the TSP
- O TSP Publications

#### THRIFT SAVINGS PLAN @ A GLANCE FOR EARLY TO MID CAREER

This briefing is designed for **newly hired and mid-career employees** covered under the Federal Employees' Retirement System (FERS), the Civil Service Retirement System (CSRS), the Uniformed Services (US), and other employees eligible to participate in the Thrift Savings Plan (TSP). This briefing covers the rules and advantages of participating in the TSP.

- Make Wise Decisions Today: Retire With Dignity Tomorrow
  - o What will your retirement look like?
    - TSP benefits
    - Helpful/harmful factors that may affect your TSP balance
  - o The TSP's relationship to your FERS, CSRS, and/or US pension
- Saving for Retirement: Your TSP Contributions
  - Using the TSP Savings Growth Calculator
  - TSP Expense Ratio
  - Transfers and Rollovers into the TSP
  - TSP Contributions
  - Tax Benefits
  - o Roth TSP
- Investing for the Long Haul: Managing Your TSP Account
  - Explanation of the TSP investment funds
  - Introduction to the TSP investment process
    - Contribution allocation –
       Interfund transfers
  - o TSP Loans and Financial Hardship Withdrawals

- Planning Your Legacy: TSP Death Benefits
  - TSP-3, Designation of Beneficiaries
  - O Payments to Spouse Beneficiaries (BPA Accounts)
  - O Payments to Non-Spouse Beneficiaries
- Putting It All Together: Retirement Income Scenarios
- TSP Tips and Resources
  - O 7 TSP Tips
  - O TSP.gov
  - Contacting the TSP
  - TSP Publications



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#### Solidarity in Numbers

We need to remain united as we continue to fight to Save the Public Post Office. What exactly are the benefits of being a Union member?

- This year, the Union secured retroactive pay for work from 11/24/2018-4/102020 while our new contract was negotiated. Every employee during that time-period, from PSE to PTF to Career, should have seen this along with their pay increases earlier this year.
- We as postal workers have been blessed with economic stability during this pandemic.
- We are fighting against policies that slow down and delay the mail.

For those of you who have helped with the fight, we are asking for your help now. If you have a non-member in your office, let's ask them to join the Union. Both of you will each receive a \$25 gift card. Simply have them complete the enclosed application, take a picture of it, text it to 304-276-5364 or email amyhaga@wvpwu.org, and return it in the envelope.

Where trade unions are most firmly organized, there are the rights of the people most respected. – Ray Marshall



# Open Enrollment – November 9<sup>th</sup> to December 14<sup>th</sup>

It's that time of year again! Now is a good time to reevaluate your needs with health insurance and your supplemental benefits like dental and vision. The APWU Health Plan offers to great plans to our members - the Consumer Driven and High Option Plan. We're included a summary of all the exciting and new changes coming for 2021.

For questions about what plan may work best for you and your family's needs, contact chrissmith@wvpwu.org or the Health Plan at 800-PIC-APWU

### **Annual Leave Carryover**

Great news! Working hard for you, the Union has reached an agreement with the USPS that allows you to carry over 520 hours of Annual Leave into 2021. The Union recognizes that with everything that has happened this year, many people were not able to use their leave. Additionally, you can sell 80 hours of Annual L eave so long as you are at the normal 440 cap and have used fewer than 75 hours of sick leave.



**OPEN SEASON 2020** 

Nov. 9th - Dec. 14th

Open Season Hotline: (800) PIC-APWU
Open Season questions: virtualopenseason@apwuhp.com
www.apwuhp.com

# NEW 2021 BENEFITS! ENHANCEMENTS DESIGNED TO REDUCE YOUR COST.

Introducing
MEDICARE
ADVANTAGE!
Same High Option
premium with
more benefits

High Option: \$25 copay for most insulin

High Option: Lower your blood sugar with a \$0 copay for generic oral medications New \$25
wellness incentive
for Consumer
Driven Option
members

A Nationwide Network (Cigna & UHC)

No Referrals Needed

HIGH OPTION 2021 PREMIUMS			Cigna	Postal Biweekly		
Enrollment type	Enrollment code	Non-postal biweekly	Non-postal monthly	Category 1	Category 2	APWU career greater than 1 year
Self Only	471	\$103.66	\$224.60	\$100.30	\$90.24	\$103.66
Self Plus One	473	\$207.51	\$449.61	\$200.32	\$178.76	\$207.51
Self and Family	472	\$266.30	\$576.98	\$258.49	\$235.07	\$266.30

Postal rates apply to certain United States Postal Service employees as follows:

- Postal Category 1 rates apply to career bargaining unit employees who are represented by the following agreements: NALC.
- Postal Category 2 rates apply to career bargaining unit employees who are represented by the following agreement: PPOA.

**APWU** rates apply to career Postal employees represented by APWU.

Non-Postal rates apply to most non-Postal employees. If you are in a special enrollment category, contact the agency that maintains your health benefits enrollment. Non-Postal rates apply to all career non-bargaining unit Postal Service employees and career employee represented by the NRLCA, APWU, NPMHU agreements. Non-Postal rates apply to Postal executive, Law Enforcement, Management Association and NPPN. Postal rates do not apply to non-career Postal employees, Postal retirees, and associate members of any Postal employee organization who are not career Postal employees.

2021 PREMIL		PTION	United Healthcare			
Enrollment type	Enrollment code	Nonpostal biweekly	Non-postal monthly	Category 1	Category 2	APWU career greater than 1 year
Self Only	474	\$69.65	\$150.91	\$66.87	\$57.81	\$13.93
Self Plus One	476	\$151.38	\$327.99	\$145.33	\$125.65	\$37.76
Self and Family	475	\$165.14	\$357.81	\$158.54	\$137.07	\$43.67

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### Local Memorandum of Understanding (LMOU)

Your state officers have recently negotiated a LMOU for your benefit. We've included a copy for your reference. Most Members-At-Large offices under the WVPWU are covered in this agreement (we've included the one for you Buckhannon folk as well). It ensures you are able to take leave throughout the year, are granted breaks, establishes who works on a holiday, and much more. We encourage you to contact us with any questions you may have with this. Also join us at our virtual meeting on November 18<sup>th</sup> to listen in and ask questions. If there is ever an issue with compliance, you have a right to contact your Union! This is a binding contract between the Union and the USPS.



# Gary Conrad Shorter Sr. March 31, 1948 - October 18, 2020

In our inaugural newsletter to you, we wanted to take the time to let you know about a wonderful Unionist who dedicated his life, time, know-how, friendship, and sense of humor to the Union and all of us over the decades. After serving his country through the United States Air Force, he gave another 40 years of service to the USPS. A dedicated Union man, Gary served as president briefly and 24 years as the Secretary Treasurer of the Charleston Area Local. He also served as Secretary Treasurer for the WVPWU for 16 years prior to his retirement in September of this year. Even in retirement, Gary remained dedicated, giving his time to ensure our finances were in order and meetings were ran. Irreplaceable and forever in our hearts, he will be missed by one and all. We send this letter to you with Gary in our hearts and proudly dedicate it in his name.

## 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 remeet 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, Marlington, Maysville, Mill Creek, Moorefield, Mount Nebo, Mullens, Parsons, Paw Paw, Richwood, Ridgeley, Ronceverte, Salem, Terra Alta, Thomas, War, Wardensville, & Webster Springs.

#### TABLE OF CONTENTS

			Page
		Preamble	2
ITEM	#1	Additional or longer wash-up periods	5
ITEM	#2	The establishment of a regular work week of	5
		five (5) days with either fixed or rotating days off	
ITEM	#3	Guidelines for the curtailment or termination of	5
112111		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	6
ITEM	#5	The duration of the choice period(s)	7
ITEM	#6	The determination of the beginning day of the	7
		employee's vacation period	
ITEM	#7	Whether employees, at their option, may	7
		request two selections during the choice	
		vacation period in units of either 5 or 10 days	
ITEM	#8	Whether jury duty and attendance at National	7
		or State conventions shall be charged to the	
		choice vacation period.	
ITEM	#9	Determination of the maximum number of	8
		employees who shall receive leave each week	
		during the choice vacation period	
ITEM	#10	The issuance of official notices to each employee	8
		of the vacation schedule approved for such	
		employee	
ITEM	#11	Determination of the date and means of	8
		notifying employees of the beginning of the	
		new leave year	
ITEM	#12	The procedures for submission of applications	9
		for annual leave during other than choice	
		vacation period	
ITEM	#13	The method of selecting employees to work	9-10
		on a holiday	
ITEM	#14	Whether "Overtime Desired" lists in Article 8	10
		shall be by section and/or tour	



ITEM	#15	The number of light duty assignments within	11
		each craft or occupational group to be	
		reserved for temporary or permanent light	
ITEM	<i>416</i>	duty assignment	11
ITEM	#16	The method to be used in reserving light duty	11
		assignment so that no regular assigned	
		member of the regular work force will be	
ITEM	<i>417</i>	adversely affected	1.1
ITEM	#17	Identification of assignments that are to be	11
		considered light duty assignments within	
ITEM	<b>Д10</b>	each craft represented in the office	11 12
ITEM	#18	Identification of assignments comprising a	11-12
		section when it is proposed to reassign within	
		an installation employees excess to the needs	
ITEN (	//10	of a section	10
ITEM	#19	The assignment of employee parking spaces	12
ITEM	#20	The determination as to whether annual leave	12
		to attend union activities requested prior to	
		determination of the choice vacation schedule	
IMP) (	<b>//0.1</b>	is to be part of the total choice vacation plan	10.10
ITEM	#21	Those other items which are subject to local	12-13
		negotiations as provide in the craft provisions	
		of this Agreement	
ITEM	#22	Local implementation of this Agreement	13
		relating to seniority, reassignments, and posting	

#### 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.

A

#### 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.

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#### 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 25<sup>th</sup>.

- 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 1<sup>st</sup> 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 OFFICAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEUDLED 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 15<sup>th</sup> 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 by 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].

- 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 ASSIGNEMENTS 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,

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 ACTIVITES 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 United Sates Postal Service

Sinikka A. Melvin, President WVPWU

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