

LMOU

Local Memorandum of Understanding

Northwest Arkansas Area Local #667



2015-2018

Northwest Arkansas Area Local #667 Officers & Stewards 2023

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2nd Publishing – November 2023

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Memorandum of Understanding

Fayetteville, Arkansas

2015-2018

UNION RECOGNITION

The employer recognizes the Union designated below as the exclusive bargaining representative for all employees of the Fayetteville, Arkansas Main Post Office, Northwest Arkansas Processing & Distribution Facility (or "Center" if upgraded), and Branches/Substations in the bargaining units listed hereunder:

Northwest Arkansas Area Local #667, American Postal Workers Union, AFL-CIO (Clerks, Postal Support Employees [PSEs], Non-Traditional Flexible Employees [NIFTYs]), Motor Vehicle Employees, Maintenance Employees, Associate Office Personnel while employed in the Fayetteville Postal System).

Unless otherwise specified, every unit of this LMOU applies to all bargaining unit employees in all crafts under the jurisdiction of Northwest Arkansas Area Local in all work locations, processing plants, sub-stations, and buildings considered part of the Fayetteville Postal System.

Item 1 – Additional or longer wash-up periods

Clerk Craft:

All employees covered by this Memorandum shall be granted a reasonable amount of wash-up time.

Maintenance Craft:

Maintenance employees shall be provided a reasonable wash-up time prior to breaks, lunch and end of tour. Additional wash-up time shall be provided during excessively dirty or toxic work.

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

Clerk Craft:

- A. All APWU Full-time craft employees, except Non-Traditional Full-Time Duty positions (NIFTYs), shall have a regular work week consisting of five (5) days with fixed days off. As far as practicable, the five (5) days shall be consecutive. The NIFTY options consisting of 30 to 48 hours per week with varying workdays shall be established for the Installation at USPS and APWU Headquarters in Washington, DC and discussed at the local level.
- B. All weekly schedules (excluding holiday weeks) shall be posted on Wednesdays at the following times:
Tour 1 – 7:00 a.m.; Tour 2 – 12:00 p.m. (noon); Tour 3 – 6:00 p.m.

Maintenance Craft:

Management will make every effort to assign maintenance employees to a five (5) contiguous day work week with fixed days off. The option of a ten (10) hour, four (4) day work week with rotating days off will remain open to the occupational groups.

Item 3 – Guidelines for the curtailment or termination of postal operations to conform to local authorities or as local conditions warrant because of emergency conditions

- A. When situations occur that potentially impair the health and safety of postal employees (i.e., tornadoes, earthquakes, floods, bomb threats, lack of heat or proper air conditioning or other environmental factors), the installation head or designee will consult with qualified local authorities, and if the decision is

made to curtail postal operations, will grant LWOP, AL, or Administrative Leave as appropriate in accordance with the ELM Manual.

B. When it becomes necessary to curtail or terminate operations, the following guidelines shall prevail:

1. Reduce hours of the work force in the following sequence:
 - a) Career FTR and NIFTY volunteers
 - b) Postal Support Employees (PSEs) volunteers
 - c) Postal Support Employees (PSEs) in reverse seniority
 - d) FTRs and NIFTYS in reverse seniority
2. Recall employees as required in the order as shown above.

Item 4 – Formulation of Local Leave Program

- A. A Labor-Management meeting shall be scheduled the first week of November to review the local leave program for the coming year, taking into consideration increases or decreases in the number of employees, changing work loads or patterns and other matters that might influence the leave program.
- B. Military Leave shall not be charged to an employee's choice period.
- C. An employee called to jury duty during his/her choice period shall be given another selection.
- D. An employee becoming ill or injured shall, at his/her request, be granted sick leave in lieu of annual leave and will be given another selection for annual leave.

E. An employee making an additional request for annual leave during the choice period under the conditions described under paragraphs C and D above, shall be granted such leave, providing it does not exceed the set number scheduled for leave during that period.

F. Annual Leave and/or Union LWOP for designated representatives to attend State and National conventions shall be annotated on the Leave Calendar prior to scheduling of choice leave for all employees. For each upcoming national and state Union conference/convention four (4) slots for each event shall be annotated on Leave Calendar. Such slots will not be counted against the complement. Management shall make every reasonable effort to allow representatives to attend conventions.

G. Any leave period of one week or more which an employee elects to cancel must be canceled entirely. Should an employee who has begun his/her leave period wish to return to work prior to the end of his/her scheduled period, the personal approval of the Postmaster or Plant Manager will be required on PS Form 3971, with a copy to the Union.

H. Career clerks, including those on the Over-time Desired List that have Annual Leave immediately preceding and/or following non-scheduled days, will not be required to work over- time on their off-days unless the respective employee indicates an availability on Form 3971.

I. When leave is disapproved, the duplicate requests on Form 3971 shall be filed by the employee's respective supervisor or his/her designee. Should any period become open due to any reason, this file shall be checked and the leave granted to the employee with the earliest disapproved request.

- J. Written applications for Incidental annual leave shall be handed to the employee's immediate supervisor, and shall be signed by the supervisor showing the time and date of submission. Approval or disapproval of these requests shall be made within forty-eight (48) hours.

Failure to respond by management within the forty-eight (48) hour period will be considered automatic leave approval. If the employee does not follow these procedures, the leave shall be considered disapproved, annotated on the 3971 and returned to the employee within forty-eight (48) hours.

All incidental leave picks must be submitted to the employee's supervisor no later than one (1) hour before the scheduled posting of the weekly schedules.

- K. Any employee desiring proof of submission may submit application in triplicate. Supervisor will sign line for "Signature of Supervisor and Date Notified" on the triplicate and return it immediately to the employee.
- L. When considering requests for Incidental Leave, management may count the following absences against the allowable number of vacancies left on the leave calendar:
- 1) Known or scheduled sick leave.
 - 2) LWOP or COP covering the entire day or week requested.
 - 3) Vacancies created by retirement or termination of employment (maximum term of four [4] weeks).
 - 4) Court leave
 - 5) Suspensions

Should any of these absences extend past thirty (30) consecutive calendar days, they can no longer be used to block available leave slots on the Leave Calendar.

- M. Requests submitted in advance for Incidental Leave must be in increments equal to the employee's full-tour assignment.

Maintenance:

Maintenance Craft employees shall have a leave section established by each tour and occupational group and level in each designated criteria throughout the leave year. At least one employee shall be granted leave with a choice vacation selection or one employee off with an incidental pick throughout the leave year.

Item 5 – Duration of the Choice Vacation Period

The choice vacation period is designated as January 1st through the December 31st.

Item 6 – Determination of the beginning day of an employee's vacation period

- A. Full-time regular employee's leave starts the first day of the pay week (Saturday). The employee may submit a Change-of-Schedule to correlate with the Saturday through Friday vacation week if their regular schedule varies (from Saturday / Sunday off-days) or the position is a Non-Traditional Duty Assignment (NIFTY). An employee's scheduled annual leave period shall remain the same even though he/she may change tours or scheduled days off. Changes of schedule will be granted if an employee changes tours or scheduled days off to allow consecutive days absence for vacation.

- B. At the employee's request, full-time regular employees with split days off shall be granted a change of schedule to allow for nine days off, by agreement among the employee, the Union representative, and the employer.
- C. Postal Support Employees (PSEs) shall be calculated as part of the Clerk Leave Complement and, hence, shall be included on the Leave Calendar by tour. Career clerks (FTRs and NIFTYs) will be given preference over non-career employees (Postal Support Employees' [PSEs]) when scheduling annual leave. PSEs will be allowed to start submitting annual leave requests one (1) week after the career employees start their incidental leave. After a PSE's leave is approved, it shall not be cancelled due to the stipulation of a career employee having preference over PSE leave. The PSE has the responsibility to ensure his/her cumulative leave is sufficient to cover the requested leave or it will be cancelled. Postal Support Employees' (PSEs) leave starts on Monday and continues through Friday, with the following weekend considered part of scheduled leave.

Item 7 – Whether an employee, at their option, may request two selections during the choice vacation period, in units of either five or ten days.

- A. Employees earning thirteen days annual leave per year shall have one selection of ten days or two selections of five days each submitted in two separate rounds.
- B. Employees earning twenty or twenty-six days annual leave per year shall have one selection of fifteen-days, two selections of one ten-day and one five-day period or two selections of five-days in the choice time submitted in two separate rounds.

- C. The amount of Annual Leave for NIFTY employees correlates to the number of hours scheduled for the NIFTY's respective day and week. For example, if the NIFTY is normally scheduled five (5) hours per day, he/she would be allowed five (5) hours Annual Leave for a one-day selection. If the NIFTY is normally scheduled thirty-five (35) hours per week, he/she would be allowed thirty-five (35) hours Annual Leave for a one-week selection. The same factor applies to ten (10) hours per day, twelve (12) hours per day, thirty (30) hours per week, forty-four (44) or forty-eight (48) hours per week, or any varying amount scheduled daily/weekly. NIFTY employees' leave requests shall be submitted in accordance with Item 7A and 7B above, although varying in the amount of Annual Leave per submission.

Item 8 – Whether jury duty or attendance at national or state conventions shall be charged to the choice vacation period

- A. Annual leave to attend state or national conventions will not be charged to the designated representative's choice period; nor will Union leave be counted against the complement.
- B. An employee called to jury duty during his/her choice vacation period will be given another selection during the choice period.

Item 9 – Determination of the maximum number of employees who shall receive leave each week during the choice vacation period

- A. At least 14% of employees on each tour shall be permitted leave during the choice vacation period -- except for the three (3) weeks prior to the week of

Christmas which shall will be handled on a seniority basis factored by five (5) percent of the bargaining unit workforce for each tour. Five-tenths or more will be rounded up. Less than five-tenths will be dropped. VOMA employees shall not be counted when computing percentages, or as part of the maximum allowable on leave.

- B. The minimum number of leave slots for each leave year will be based on the total number of employees assigned to each leave group as defined below as of November 1st of the preceding year. Once the slots have been determined, they will be guaranteed. All requests for leave, choice or incidental, will be approved or disapproved in accordance with the group's available complement.

GROUP 1: Tour 1 Plant

GROUP 2: Tour 2 Plant

GROUP 3: Tour 3 Plant

GROUP 4: Customer Service – Dickson Street

GROUP 5: Customer Service – Craft Station

- C. The following will not affect the number of employees that can be allowed on annual leave:
 - 1) Employees on union activities of two days or less
 - 2) Employees on military leave
 - 3) Employees on jury duty
 - 4) Employees attending state or national conventions as actual delegates

Item 10 –The issuance of official notice to each employee of their approved vacation schedule

- A. The choice leave selection roster shall consist of Mondays through Fridays during the Choice Leave Bidding Period and will list employees by seniority. Employees will be notified by bulletin board of the choice leave bidding schedule.

- B. **ROUND ONE:** After examination of the Leave Calendar and starting on the second Monday of November, each employee will request annual leave by seniority for each tour. Each employee will submit a duplicate 3971 (triplicate should employee desire proof of submission) to his/her immediate supervisor indicating his/her initial selection and receive approval or disapproval for the same within twenty-four (24) hours of submission. This process shall be concluded by the 2nd Friday of December.

- C. **ROUND TWO:** For those employees who have chosen the option of two selections, starting the Monday immediately following the conclusion of the first round of picks, each employee may submit requests for additional unused leave in increments of five or ten days (5 or 10) by seniority for each tour. Each employee will submit a duplicate 3971 (triplicate should employee desire proof of submission) to his/her immediate supervisor stating his/her selection and receive approval or disapproval for same within twenty-four (24) hours of submission. This process shall be concluded by the last Friday of December.

- D. The Local Union President or his/her designee shall assist the management designee in the maintenance of the leave calendar.

Item 11 –Determination of the date and means of notifying employees of the beginning of the new leave year

No later than November 1st of each year, the employer shall post a notice on all official bulletin boards, notifying the employees of the beginning of the new leave year.

Item 12 – The procedures for submission of applications for annual leave during other than the choice vacation bidding period

- A. The employee shall hand-deliver applications for annual leave directly to the immediate supervisor beginning after the close of Choice Vacation Bidding Period (Rounds One and Two). Incidental leave requests shall be handled on a first-come / first-served basis.
- B. Incidental leave requests submitted after the choice vacation bidding period shall be approved or disapproved based on the complement's available slots for each tour and sequence of receipt.
- C. Approval or disapproval of these requests shall be made within forty-eight (48) hours and shall be in writing. Failure to respond by management within the forty-eight (48) hour period will be considered automatic leave approval.

Item 13 – The method of selecting employees to work on a holiday

Clerk Craft:

- A. Posting
 - 1) After determination by the employer of the number of employees required, a notice shall be posted, inviting FTR employees to voluntarily work their normally scheduled days which falls on the day designated as a holiday, on their normally scheduled tour; and FTR employees whose nonscheduled day falls on the day designated as the holiday, on their normally scheduled tour.
 - 2) On the Tuesday of the week preceding the holiday, the schedule shall be posted by these times: Tour 1 – 7:00 a.m.; Tour 2 – 12:00 p.m. (noon); Tour 3 – 6:00 p.m.

- B. Determination of employees scheduled to work
 - 1) All FTR and NIFTY employees who have volunteered to work their holiday, by seniority. PSEs as a third volunteer for the holidays that they are entitled to.
 - 2) All other PSEs even if the payment of overtime is necessary.
 - 3) All FTR and NIFTY employees who have volunteered to work their non-scheduled day, by seniority.
 - 4) FTR and NIFTY non-volunteer employees whose non-scheduled day falls on the holiday, in reverse seniority.
 - 5) FTR and NIFTY non-volunteer employees for whom the day is a holiday, in reverse seniority.

Maintenance Craft:

The method of selecting employees to work on a holiday or designated holiday shall be by occupational group and level decided as follows:

- A. Volunteers by seniority
- B. Non-volunteers by reverse seniority

Item 14 – Whether the overtime desired list in Article 8 shall be by section and/or tour

Clerk Craft:

- A. Overtime desired lists shall be posted as described in Article 8 of the National Agreement, and will contain the following categories:
 - 1) Tour 1
 - a) Pre-tour
 - b) Post-tour
 - c) Days off
 - 2) Tour 2
 - a) Pre-tour

- b) Post-tour
 - c) Days off
- 3) Tour 3
- a) Pre-tour
 - b) Post-tour
 - c) Days off

The hours of the above tours shall be defined as follows:

1. Tour I: 2000 - 0399
2. Tour II: 0400 - 1199
3. Tour III: 1200 - 1999

- B. The begin tour time of a bid assignment is what determines to which tour an employee is assigned.
- C. Employees shall be allowed to place their names in any categories on their usually scheduled tour. Employees will be considered desiring overtime only in categories indicated.
- D. When an employee changes tours, he/she will have seven calendar days in which to add his/her name to the overtime desired list on the new tour.
- E. An employee on continuous detail out of craft covered by this Agreement will not be allowed on the Overtime Desired List while on detail.
- F. When the need for Over-time is foreseeable, management will give the employee a reasonable notification for Over-time assignment.
- G. For non-scheduled day over-time, employees must be notified verbally and by posted schedule the week prior to when they are needed to work when the need is known in advance of the schedule being posted.

Maintenance Craft:

1. An overtime desired list in the Maintenance Craft shall be established for each occupational group and level showing special qualifications where necessary.
2. Overtime lists shall be maintained by tours and volunteers will be selected in order of their seniority on a rotating basis. Employees may elect to place their names on the appropriate tour list. Other overtime provisions of the CBA and LMOU shall also apply.

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

No individual assignments will be reserved for light duty. Supplemental positions will be utilized for light duty, with consideration given to the type of work that can be performed by the ill or injured employee, depending upon the degree of incapacitation. The installation head will consult with the Local Union President to determine the appropriate light duty assignment.

Item 16 –The method to be used in reserving light duty assignments so that no regularly assigned member of the regular workforce will be adversely affected

Light duty assignments will not adversely affect any preferred duty assignment, but will be supplemental in nature.

Item 17 –The identification of assignments that are to be considered light duty within each craft represented in the office

Light duty assignments will be considered on an individual basis. An employee must submit a written request before being placed on any light duty assignment. Such assignments shall be made in accordance with Article 13, Section 4 of the National Agreement. Normally, light duty assignments will be made within the individual's current tour, days off, and duty assignment. The Union shall be informed of all such requests before said request is granted or denied.

Item 18 – The identification of assignments comprising a section when it is proposed to reassign within an installation employees excessed to the needs of a section

Clerk Craft:

- A. Sections will be identified as follows when it is proposed to reassign within this installation employees excess to the needs of the section:
 - 1. Tour I: 2000 - 0399
 - 2. Tour II: 0400 - 1199
 - 3. Tour III: 1200 - 1999
- B. An employee being excessed from a position where duties cannot be utilized in another full-time position shall become an unassigned regular. That employee shall have the first opportunity by seniority to return to his/her previous level and section. Failure to bid on the first opportunity shall revoke this privilege, and he/she shall become subject to reassignment under normal bidding procedure.

Maintenance Craft:

Excessing within the Maintenance Craft shall be in accordance with Article 38, Section 3.K of the National Agreement.

Item 19 –The assignment of employee parking spaces

The employer agrees that employees will be allowed parking privileges in the parking lot in areas other than those designated for official vehicles.

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 choice vacation plan

Clerk Craft:

Annual leave to attend union activities requested prior to the determination of the choice vacation schedule shall not be part of the choice vacation plan.

Maintenance Craft:

The Maintenance Craft steward's leave for attendance of union activities shall not be counted as part of the leave vacation plan.

Item 21 – Those other items which are subject to local negotiations as provided in the craft supplemental agreements

- A. A duty assignment as defined as a set of duties and responsibilities within recognized positions, regularly scheduled during specific hours of duty as described in Article 37, Section 1.B of the National Agreement.
- B. The employer shall maintain a current and accurate file of all duty assignments within the Fayetteville, Arkansas Postal System, containing the information described in Article 37, Section 3.E of the National Agreement.

- C. The Union President or the designated representative shall be furnished current and accurate copies of all posted duty assignments.
- D. During consideration of any newly established duty assignment, the above provisions shall also apply.
- E. The starting time stated on the posted bid assignment will be used as a reference point to determine the cumulative change.
- F. A duty assignment will be reposted when the change in starting time is greater than two (2) hours. Changes to begin tours of one hour or less do not require reposting of the position; a letter must be posted on the bid boards stating the changes and a copy of the posting given to the employee and the Union. If it's a change of one (1) hour or less, then it doesn't require reposting. If the change proposed is greater than one (1) hour up to two (2) hours, the proposed change is the employee's choice. If the employee rejects the change, the job must be reposted. If the employee accepts the change, then a notice must be posted and a copy given to the employee and the Union. If the employee rejects the change, then it must be reposted in accordance with the CBA.
- G. No permanent change in hours or duties of any assignment shall be put into effect until it has been discussed with the Union's Local President.
- H. No shifting in assignments, or parts of any assignment, will be made to avoid the bidding procedure.
- I. Leave Calendars shall be maintained and placed on tables or commons in all Fayetteville facilities for clerks to observe.

Maintenance Craft:

In the Maintenance Craft, one particularly unique concept applies to overtime desired list, vacation planning, reassignment due to excessing, and leave programs. Article 38 of the National Agreement uses

the concept of "occupational group and level" in the application of all these items.

Item 22 –Local implementation of this agreement relating to seniority, reassignments and posting

- A. Posting of vacant duty assignments
 - 1. Notices of vacant duty assignments, containing all appropriate information, shall be posted at all Fayetteville facilities on bid-job boards and the bidding period shall be ten (10) calendar days.
 - 2. Notice of the successful bidder shall be posted within ten (10) calendar days from the termination of the bidding period at all Fayetteville facilities on bid-job boards.
 - 3. The successful bidder shall be placed in the position at the beginning of the second pay-period following the posting of the successful bidder.
Exception to the above: Deferment periods as described in Article 37, Section 3.F.3 of the National Agreement.
- B. Seniority shall be the determining factor in naming the successful bidder. Lack of opportunity to gain experience in duties required shall not be used as a reason to reject the senior applicant in favor of a junior applicant who has had opportunity to gain the necessary experience.

Maintenance Craft:

- A. Posting and awarding of duty assignments shall be in accordance with Article 38 of the National Agreement.
- B. In the Fayetteville, Arkansas Postal System, service seniority, except as provided for in Article 38, shall prevail in all instances calling for a determination by seniority

This Memorandum of Understanding is entered into on October 12, 2016, at Fayetteville, Arkansas, 72701, between representatives of the United States Postal Service, and the designated agent of the American Postal Workers Union, pursuant to the Local Implementation Provisions of the 2016 - 2018 National Agreement.

This Memorandum of Understanding shall remain in effect during the term of the 2016 Agreement.

Charles Redburn,
Postmaster. Fayetteville, Arkansas

Billy Mayes,
Plant Manager, NWA P&DF

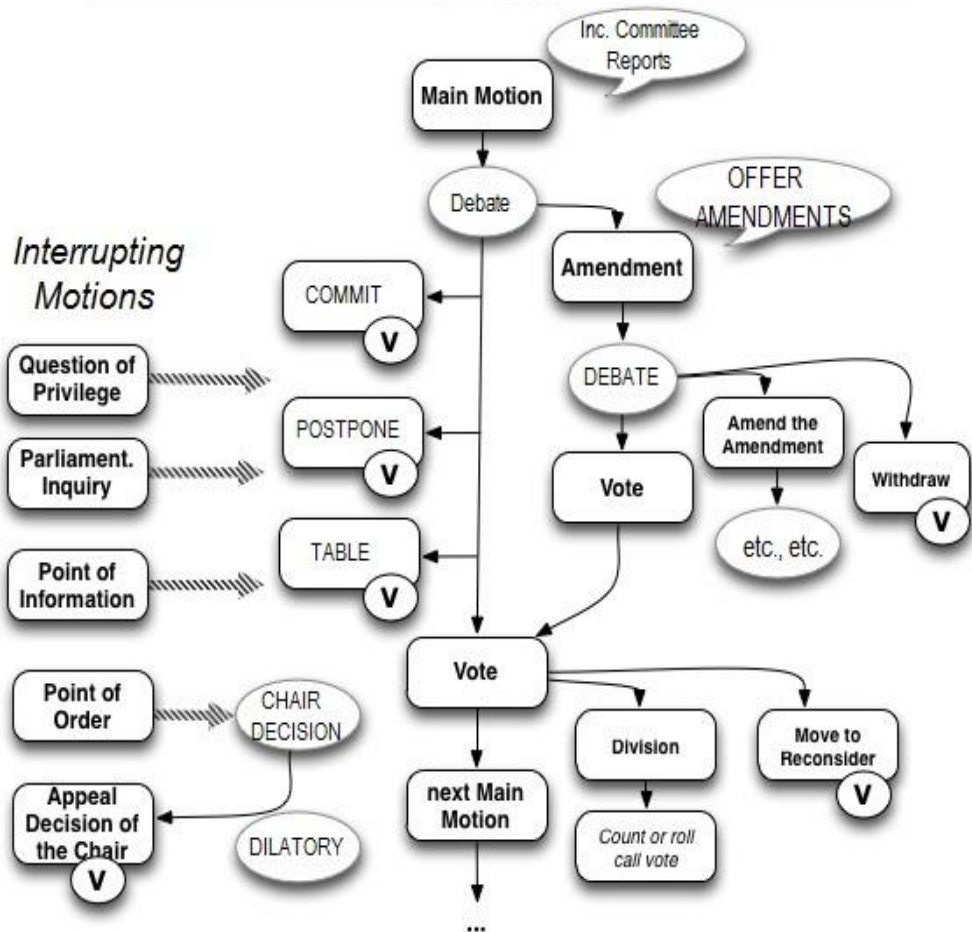
Royce "Ike" Mills,
President, APWU NW Arkansas Area Local 667

2016 APWU Negotiating Team:
Ike Mills, Andrew Heyd, Vincent Dachille

**Working today for a
better tomorrow.**



Robert's Rules Diagram



*United we bargain...
Divided we beg.*

