

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE

AND

GREATER KANSAS CITY METRO AREA LOCAL
#67
AMERICAN POSTAL WORKERS UNION, AFL-CIO

AT

INDEPENDENCE, MISSOURI 64050

SEPTEMBER 2018 – SEPTEMBER 2021

TABLE OF CONTENTS

ITEM # 1	Additional or longer wash-up periods.
ITEM # 2	The establishment of a regular work week of five days with either fixed or rotating days off.
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.
ITEM # 4	Formulation of local leave program
ITEM # 5	The duration of the choice vacation period(s).
ITEM # 6	The determination of the beginning day of an employee's vacation period.
ITEM # 7	Whether employees at their option may 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 or State Conventions shall be charged to the choice vacation period.
ITEM # 9	Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.
ITEM # 10	The issuance of official notices to each employee of the vacation schedule approved for such employee.
ITEM # 11	Determination of the date and means of notifying 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 period.
ITEM # 13	The method of selecting employees to work on a holiday.
ITEM # 14	Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.
ITEM # 15	The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.
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.
ITEM # 17	The identification of assignments that are to be considered light duty within each craft represented in the office.
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.
ITEM # 19	The assignment of employee parking spaces.
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 plan.
ITEM # 21	Those other items which are subject to local negotiations as provided in the craft provisions of this agreement.
ITEM # 22	Local implementation of this Agreement relating to seniority, reassignments and posting.

- ITEM 1 ADDITIONAL OR LONGER WASH-UP PERIODS
- A. The employer shall grant reasonable wash-up time to all employees.
 - B. As needed, longer wash-up time shall be granted all employees involved in the handling of greasy or toxic materials.
- ITEM 2 THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF
- A. There shall be no rotating work schedules.
 - B. The employer shall make every effort possible toward the elimination of split days off. The employer shall also make every effort possible toward maximizing the number of positions with either Saturday and Sunday, or Sunday and Monday as non-scheduled with days.
 - C. **Full-time employees will have regular work weeks of five days with fixed days off. Non-traditional full-time (NTFT) duty assignments will be in compliance with the Collective Bargaining Agreement (CBA).**
- ITEM 3 GUIDELINES FOR THE CURTAILMENT OF TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.
- A. In the event of a local or national emergency, the employer shall confer with the local authorities to ascertain the degree of possible danger to postal employees, and will consider their recommendations in making decisions to curtail or resume postal operations.
 - B. Reasonable consideration shall also be given, but not limited to, such conditions as:
 - a. The safety and health of employees
 - b. Civil disorders
 - c. Act of God
 - d. Hazardous weather conditions
 - e. Bomb threats
 - C. The employer, through the local safety and health committee, shall formulate a program for the security of the building and the orderly evacuation of all employees of the building during an emergency.
 - D. In the event the employer declares an emergency, the Tour Foreman or Supervisor on duty shall contact the Union Steward on duty and they will work together to notify the employees of the proper procedures to evacuate the building or to leave the work area where the emergency exists.
 - E. Management shall notify all involved employees at the earliest possible time of termination or curtailment of postal operations and resumption of the same.

ITEM 4

FORMULATION OF LOCAL LEAVE PROGRAM

- A. Leave will be bid in one phase by leave group. Bidding to begin **November 1st and completed by December 31st. The official vacation calendar will be posted on the bulletin board once all vacation leave request have been selected and approved.**
- B. Seniority for Annual Leave will be by leave Group as defined below:
 - 1. Building Maintenance
 - 2. Building Services
 - 3. Motor Vehicle Craft, **VOMA**
 - 4. Clerk Craft, subdivided as follows:
 - a. Main Office
 - b. Truman
 - c. Englewood
- C. Request for Emergency annual Leave will be submitted on a Form 3971 when possible.
- D. Employees shall be allowed to trade scheduled annual leave in their leave group (outside of their leave group if approved by Management and the Union) if requested on form 3971 by Friday prior to posting of the schedule of the work week (s) traded. A notation shall be made in the margin of the weekly schedule when annual leave within the posted schedule has been traded. This shall not apply to holiday weeks.
- E. Leave requests to attend National, State and Regional conventions or assemblies shall not be considered part of the choice vacation plan.
- F. After consultation with the Union, Management will determine consistent with the needs of the service, if canceled annual leave in the choice vacation period can be posted. Cancellation must occur at least two (2) weeks prior to week (s) involved if annual leave is to be considered for posting.
 - 1. Canceled annual leave will be posted for three (3) calendar days excluding Sundays and holidays. Bids must be submitted on for 3971.
 - 2. Annual leave week (s) canceled during the choice period may be bid on by employees with did not have the opportunity to bid that week (s) during vacation planning. Only employees junior to the junior employees in that period in the same leave group will be allowed to bid.

If no junior employee bids the canceled annual leave, it will be reposted for bid to the entire leave group and awarded to the senior bidder in that group.
 - 3. Annual leave awarded as a result of this bidding cannot exceed the limits granted by the National Agreement. Article 10, Section 3.

- G. Annual leave bidding will continue as per past practice in that:
 - 1. Sufficient weeks and slots within those weeks will be provided outside of the Choice Vacation Period to allow employees to bid both their accrued and earned leave in compliance with Article 10 Section 4.B.1
 - a. The minimum number of employees with shall receive leave each week outside the choice vacation period will be 7.5%. Except the last 2 weeks in November and last week of December (the Monday after Christmas) the percentage will be 10%.
 - 2. Only those three weeks in December prior to Christmas will be closed off from bidding.
- H. When applying percentage for leave any fraction .5 or greater will be allowed off per week.

ITEM 5 THE DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period shall be from the nearest Saturday to April 15 through the nearest Friday to September 1.

ITEM 6 THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE VACATION PERIOD.

Annual leave weeks will begin on Monday.

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

Employees may make one or two selections in the choice **or non-choice** vacation period, not to exceed the maximum time granted by the **Collective Bargaining Agreement**, Article 10.3.D.1&2.

There will be 2 rounds of vacation scheduling in compliance with **Collective Bargaining Agreement**, 1st round, and 2nd round-any leave in week increments remaining.

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

Jury duty and leave to attend National, State and Regional conventions shall not be charged to the employee's choice vacation period.

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

VACATION PERIOD.

- A. A sufficient number of employees will be allowed off each week of the choice vacation period to satisfy the needs of the National Agreement. Article 10, Section 3. D.
- B. No employee shall have their annual leave canceled because of unexpected absences, even if it is necessary to pay overtime in order for the employee to take the scheduled vacation.
- C. The maximum number of employees in each leave group who shall receive leave each week during the choice vacation period will be 15%. Further requests for annual leave will be submitted in accordance with procedures in Item 12.

ITEM 10 THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

- A. An approved annual leave schedule shall be posted on all official bulletin boards. Each employee shall receive a written notice of their approved annual leave schedule.
- B. A copy of the approved annual leave schedule must be furnished to APWU.

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

The employer shall no later than November 1, publicize on the official order book, and official bulletin board(s) the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

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

The procedure for submission of applications for annual leave, other than vacation planning bid in **November** shall be on form 3971 and will not be submitted earlier than **ninety (90)** day in advance prior to **requested** days. Request will be considered using established quotas.

Approval or Denial of leave will be returned in five (5) days from date received.

ITEM 13 THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

- 1. **The scheduling of employees on a holiday, or day designated as an employee's holiday, shall be in the following order of priority, by section:**

- A. All Full Time employees who have volunteered to work on their holiday or day designated as their holiday by seniority.
 - B. PSE'S
 - C. All Full Time employees who have volunteered to work on what would otherwise be their non-scheduled work day by seniority.
 - D. All Full Time employees who have not volunteered to work on their holiday or day designated as their holiday in an overtime status, by juniority.
 - E. Work schedules shall not be changed solely for the purpose of avoiding or providing payment of holiday premiums to employees.
2. Management will make every effort to post Volunteer Holiday Lists for at least ten (10) days.

ITEM 14 WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE VIII SHALL BE BY SECTION AND/OR TOUR.

- A. The clerk craft "overtime desired" list shall be by 1) craft, 2) section, and 3) tour.
- B. For the purpose of administering the provisions of Article 8 Section five (5), tours shall be defined as follows: Tour 1 2130 - 0159
Tour 2 0200 - 1159 Tour 3 1200 - 2129
- C. The tour of duty for employees with multiple starting times shall be considered the one which they most repost during their normal work week.
- D. For the purpose of administering this article, the employees at each station or branch shall comprise sections.
- E. Employees in the Maintenance Craft shall have "overtime desired" list for work within their occupational groups.
- F. Selections from the "overtime desired" lists shall be in order of seniority on a rotating basis.

ITEM 15 THE NUMBER OF LIGHT DUTY ASSIGNMENT WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment shall be determined on a case by case basis in accordance with the provisions of Item 16, D.

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.

- A. No temporary or permanent light duty assignment may be established that would adversely affect a regularly assigned member of the regular work force.
- B. No request for light duty assignment may be granted unless said request or application is made in writing.
- C. A member of Management, designated by the Installation Head, a member of the APWU, designated the President of the Greater Kansas City Metro Area Local, shall review each written application for light duty, supported by medical evidence, and determine what assignment would be available and suitable in each individual case according to the type of injury or illness. Their recommendation shall be made to the installation head for his consideration.

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

All assignments and any work may be considered light duty provided it is work within the employee's physical limitations. All requests for light duty will be considered based upon the employee's limitations and the availability of work within those limitations.

Every reasonable effort will be made to provide employee's work within their regular tour of duty. This does not preclude light duty work performance in any unit, station or branch.

ITEM 18 THE IDENTIFICATION OF ASSIGNMENT COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGNMENT WITHIN A INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.

Sections shall be identified as follows:

1. Maintenance Craft
2. Motor Vehicle Craft
3. Clerk Craft

ITEM 19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Management agrees to permit parking at the Main Office, Stations and Branches on a first come, first serve basis where such parking facilities currently exist and are excess to the needs of the Postal Service.

Management will determine those existing parking spaces, which are excess to the needs of the Postal Service.

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 PLAN.

Requests for leave to attend Union activities submitted prior to the determination of the choice vacation schedule shall not be considered part of the total choice vacation plan.

ITEM 21 THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.

- A. The Employer shall post, and update quarterly, a seniority roster to be posted at each Office, Station and Branch.
- B. Clerk seniority shall be bid on an installation-wide basis, except, in the bidding for annual leave.
- C. All posting will comply with the **Collective Bargaining Agreement**. The successful bidder will be posted on the **order books and / or official bulletin boards** at all Stations, Branches and Offices. Bidding may be done on more than one vacancy at the same time and numbered by order of choice.
- D. A copy of any posting, effecting an individual employee's assigned position, will be mailed to that employee's home if they are on leave during the entire period of posting. Any other employee desiring such information shall leave a self-addressed envelope with Management.
- E. Both telephone and computerized bidding will be available for employees.
- F. The successful bidder must be placed in the new assignment within **fourteen (14)** days except in the month of December, after qualifying.
- G. No assignment will be posted because of a change in starting time unless the change exceeds two (2) hours, during the life of this Agreement.
- H. If during the life of this agreement, there are cumulative changes in the starting time that exceed two (2) hours, the assignment must be reported.
- I. If a scheme or duty assignment is either added or deleted from an employee's bid position **the bid assignment will not necessitate reporting if the incumbent elects to accept and qualify on the new change. Should the incumbent elect not to accept the new change in assignment the job will be reposted.**
- J. If an employee's non-scheduled work days are changed from their bid position, then that position shall be posted for bid. This does not apply to the weekly scheduling of relief positions.

- K. If the principal assignment area on any position is to be permanently changed, i.e., from one office or station to another, the position shall be reposted.
- L. The Union will receive a copy of all job postings and results of postings.

ITEM 22

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING SENIORITY, REASSIGNMENTS AND POSTING.

- A. The Employer shall post and furnish a copy of an updated seniority list to APWU on a quarterly basis. This list shall also show the seniority for all Maintenance Craft and Motor Vehicle Craft employees. This posting shall be on all bulletin boards at all Offices, Stations and Branches.
- B. **The length of time a job assignment will be posted will be no longer than ten (10) days from the first date of posting.**

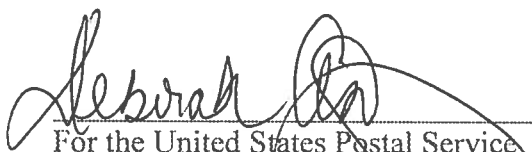
THE FOLLOWING ITEMS ARE CARRIED FORWARD FROM PRIOR LOCAL MEMORANDA OF UNDERSTANDING

- A. Similar work is defined as follows:
 - 1. Distribution, Window/Distribution Relief
 - 2. Window, Distribution/Window Relief/Time Keeping
 - 3. Motor Vehicle/VOMA
 - 4. Maintenance
- B. Work locations and where employees regularly work is defined as follows:
 - 1. Main Office
 - 2. Englewood Station
 - 3. Harry S. Truman Station
- C. Labor Management Meetings:
 - 1. Labor/Management meetings will be held quarterly on a date and time mutually agreeable to the Union and to the Installation head.
 - 2. Agenda items should be exchanged two (2) prior to the scheduled meeting.
 - 3. The organization may have up to (5) five representatives at the meetings, all of which may be on the clock.
 - 4. Safety and health is a proper subject for discussion at the joint Labor/Management Committee meetings.
- D. There will be established a Safety and Health committee. The President of the Greater Kansas City Metro Area Local shall name one (1) person from each of the crafts as members of this committee. The crafts are designated as follows:
 - 1. Clerk
 - 2. Motor Vehicle/VOMA

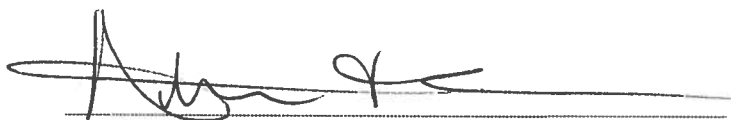
3. Maintenance

- E. Health services available to employees for the treatment of job related injuries or illnesses will be posted in each Station. Emergency telephone numbers, such as for Police, Ambulance, and Fire Department, shall be posted in each station.
- F. The parties agree to continue the existing Employees Social and Recreation Committee and its functions, until such time as the National Study Committee on employee services submits its final report.
- G. Management will establish a local policy on emergency telephone calls and the use of telephones by authorized union officials and stewards for local calls relating to the administration of the National Agreement. This Policy will be made known to the President of the Greater Kansas City Metro Area Local and to all employees.
- H. Working off the clock is covered by FLSA.
- I. The Union shall receive copies of the official Regional and Postal Bulletins from the Installation Head.

This Memorandum of Understanding is entered into Aug 19, 2020 at Independence, Missouri between the representatives of the United States Postal Service and the designated agent of the Greater Kansas City Metro Area Local #67 of the American Postal Workers Union, AFL-CIO, pursuant to the Local Implementation Article of the 2018 National Agreement. This Memorandum constitutes the entire agreement on matters relating to local conditions of employment.



For the United States Postal Service
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For the American Postal Workers Union, AFL-CIO
Antoinette Robinson, President
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