

**Local Memorandum of Understanding
Between
United States Postal Service
And
Greater Kansas City Metro Area Local
#67 American Postal Workers Union,
AFL-CIO
For
Lee's Summit MO 64063
September 2018-September 2021**

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1. Additional or longer wash-up periods.

Reasonable wash-up time will be granted in accordance with Article 8, Section 9.

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

The APWU crafts will maintain a regular work week with fixed days off for traditional full-time regular duty assignments. Non-traditional full-time duty assignments will be in compliance with the collective bargaining agreement.

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. In determining part or all of Postal Service curtailment because of emergency conditions, Management will consider Local or Civil authorities emergency orders of local conditions (Lee's Summit). These conditions might include storms, flood, ice or snow, civil disorders, bomb threats, or discovery of explosive devices.
- B. The safety and health of the employees will be a primary consideration.
- C. The safety and health of the employees will also be the prime consideration in situations of extreme heat or cold.
- D. Due consideration will be afforded to leave requests from employees who are prevented from reporting for duty on time, or at all, due to the above referenced emergency conditions. Nothing in the item shall be construed by the parties to preclude employees from being granted (Act of God and Civil Disorder) leave as outlined in Postal regulations.

4. Formulation of local leave program.

- A. APWU crafts will make their annual leave selections for scheduled annual leave by signing the official annual leave vacation calendar in seniority order. The official vacation calendar will be posted on the bulletin board on 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 during the life of the Collective Bargaining Agreement.
- B. The employer will allow 3% of employees off per week during periods other than the choice period. In those instances where computing the percentage does not result in a whole number, and if the fractional results is (.50) or higher, the number of employees allowed off during choice vacation period will be rounded up to the next whole number, and if the fractional results is (.49) or lower, the number of employees allowed off during choice vacation period will be rounded down to the next whole number.
- C. Each employee will get two opportunities to make selections on the annual leave vacation calendar. During these two opportunities, the employee may bid on any available leave slot during the year. During the first opportunity, the employee, at their option, may request two (2) selections in units of either five (5) or ten (10) days, not to exceed the ten (10) or fifteen (15) days provided for an Article 10, Section 3D 1 & 2 of the National Agreement. During the second opportunity, each employee, at their option, may make two selections in units of five (5) days each selected in seniority order.
- D. After each employee has two opportunities to request annual leave on the annual leave vacation calendar, the official annual leave vacation calendar will be posted and annual leave requests will be considered based on seniority fourteen (14) days after posting.
- E. After the annual leave vacation calendar has been finalized, all other annual leave requests will be considered incidental annual leave and fall under item 12 of the Local Memorandum of Understanding.

5. The duration of the choice vacation period(s).

- A. The choice vacation period in the APWU crafts will begin on the second Monday in March and conclude on the last Saturday in October. The choice vacation period will also include the holiday day weeks of Thanksgiving, Christmas, and New Year's holidays.

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

Annual leave will begin on Monday

7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

Annual leave vacation selections is covered in item 4 of the Local Memorandum of Understanding

8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

- A. Jury duty or attendance at National or State conventions shall not be charged to the employees choice vacation period.
- B. The employee will have the right for selection of other open leave during choice vacation.

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

The employer shall allow a maximum of 11% of the employees off in the APWU crafts each week during the choice vacation period. In those instances where computing the percentage does not result in a whole number, and if the fractional results is (.50) or higher, the number of employees allowed off during choice vacation period will be rounded up to the next whole number, and if the fractional results is (.49) or lower, the number of employees allowed off during choice vacation period will be rounded down to the next whole number, not to go below a minimum of one employee off during choice vacation period.

10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

The employer shall post the approved vacation calendars for choice and non-choice on 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 of each year during the life of the Collective Bargaining Agreement.

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

The employer shall post on bulletin boards or the official book the beginning dated of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

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

- A. Applications for annual leave, during other than annual leave vacation selection, is considered incidental annual leave, and shall be submitted on form 3971, in duplicate, and will be considered on a first come, first serve basis, by date, by seniority.
- B. This annual leave shall be the remainder of annual leave an employee has left after all scheduled annual leave has been approved and posted on the official annual vacation calendar.
- C. The requests will be given prompt consideration by the employer and should be granted according to the needs of the service.
- D. Submission for incidental annual leave will not be submitted earlier than one hundred twenty (120) days prior to the requested days of annual leave. Notification of approval or denial shall be given to the employee as soon as possible, but no later than fourteen (14) days prior to the leave request. If the leave request is not returned to the employee within this timeframe, the leave will be granted.

13. The method of selecting employees to work on a holiday.

- 1) The scheduling of employees on a holiday, or the day designated as an employee's holiday, shall be in the following order of priority, subject to having necessary qualifications:
 - a) All full-time employees who have volunteered to work on their holiday or day designated as their holiday.
 - b) PSE employees
 - c) All full-time employees who have volunteered to work on what would have otherwise been their non-scheduled work day.
 - d) All full-time employees who have not volunteered to work on their holiday or day designated as their holiday by juniority.
 - e) All full-time employees who have not volunteered to work on what would have otherwise been their non-scheduled work day by juniority.
- 2) Management shall solicit volunteers at least ten (10) day prior to the posting of the holiday schedule.

14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

- A. The clerk craft will be defined as two (2) sections: Lee's Summit Main Office & RB Rice Station. The overtime desired list will be posted quarterly for each section.
- B. The maintenance craft will be two (2) sections: Maintenance Mechanic, and Building Services. The overtime desired list will be posted quarterly for each section.

15. The number of light duty assignments 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.

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 will be established that would adversely affect a regularly assigned member of the regular work force.
- B. Light Duty assignments will be established from duties that are supplemental to regular bid assignments.
- C. No request for light duty assignment will be granted unless said request or application is made in writing. After management determination, the affected employee and the union will be advised.

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

- A. Light duties, existing within the APWU craft, are to be identified at the time of approval of light duty assignments.
- B. The following might be considered light duty assignments:
 - a. Telephone information, typing, general office work
 - b. Any duties within the limitations set by the doctor

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.

There will be two (2) sections within the clerk craft: The Main Office & RB Rice Station. The maintenance craft will be two (2) sections: Maintenance Mechanic, and Building Services

19. The assignment of employee parking spaces.

After determination of management, all available parking spaces will be on first come, first serve basis.

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.

Annual leave to attend union activities, requested prior to determination of the choice vacation schedule will not be considered a part of the employee's choice vacation period.


21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.

No traditional full-time duty assignment will be reposted because of a change in starting time unless the change exceeds one hundred twenty (120) minutes. The incumbent employee has the option to refuse the new assignment after the change, if the position is refused, the position will be posted for bid per Article 37.


22. Local implementation of this Agreement relating to seniority, reassignments and posting.

- A. Posting and furnishing a copy of an updated seniority list will be done whenever there is a change in the present seniority standings. The union shall be sent a copy of updated seniority list.
- B. The length of time a job assignment will be posted will be no longer than the ten (10) days from the date of first posting, and may be shortened upon mutual agreement of the employer and the union.
- C. After the awarding notice, the employer will place the successful bidder in his/her job as soon as possible, and no longer than twenty one (21) days.
- D. If any employee is needed at another location within the installation, they will be moved in the following order:
 - 1. PSEs
 - 2. Volunteers by qualification, by seniority
 - 3. Non-volunteers by qualification, by juniority

This Memorandum of Understanding is entered into July 30th, 2020 at Lee's Summit 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.



Albert Esquivel
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