

**MAINTENANCE CRAFT****MEMORANDUM OF UNDERSTANDING**

BETWEEN THE

**CHARLESTON, WV AREA LOCAL AFL – CIO**

AND

**UNITED STATES POSTAL SERVICE**

This Memorandum of Understanding entered into on April 9, 1999 at Charleston, West Virginia, between the designated agent of the American Postal Workers Union, Local #133 and, the representatives of the United States Postal Service pursuant to local implementation provisions of the 1998 National Agreement. This Memorandum of Understanding constitutes the agreement on matter relating to local conditions of employment.

Wayne Dick  
Postmaster  
Charleston, WV 25301-9998

Craig Brown  
President  
APWU, Local #133  
Charleston, WV 25358

Harry Burch  
Plant Manager  
Charleston, WV 25350

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**ITEM #1 – Additional or longer wash – up periods:**

Wash – up time for Maintenance will be as needed.

**ITEM #2 – The establishment of a regular work week of five days with fixed or rotating days off:**

The present practice of bid jobs having the same fixed days off shall continue during the life of the Contract. Insofar as practical, days off will be consecutive.

**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:**

When a situation occurs which may require the curtailment or termination of postal operations to conform with orders of State or Local Authorities, or as local conditions warrant because of emergency conditions such as life threatening or physical harm situations, management will take necessary steps to insure the safety of all employees, including evacuation of the buildings. The ranking union official on duty, and all involved employees, will be informed of any situation as soon as practicable.

**ITEM #4 – Formulation of local leave program:**

Items four through eleven shall constitute the leave program for all Maintenance craft employees and shall govern the application and approval of the various types of leave set forth in this document.

1. Types of leave and definitions:

A. Choice vacation leave is all leave applied for during the specified application period. The method for applying for choice vacation leave will be by calling employees in by seniority to make their choice. This leave period is identified in Item #5.

B. Leave outside choice vacation is all leave applied for through the submission of PS Form 3971 outside the choice vacation period.

C. Incidental or additional (I/A) leave is leave applied for in advance of the effective date by submission of PS Form 3971 and falling within the choice vacation period.

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**ITEM #4 – (Continued)**

- D. Emergency annual leave is leave requested to cover an emergency situation and is exempt from the provisions of this agreement.
- E. Early off leave is leave taken for periods of less than 8 hours and is applied for after reporting to work.
- 2. Incidental or additional (I/A) leave may be applied for at any time prior the effective date of the leave and may be taken in any increment requested by the employee. I/A leave will be granted on a first – come, first – served basis, if approved.
- 3. A. Leave shall be recorded against the week in which the majority of the leave is to be taken.  
B. Any leave approved in advance will be honored.  
C. When an employee cancels 32 hours or more of leave, the cancellation must be done 10 days or more prior to the effective date, except in an emergency situation at which time Management will consult with the Local Union.  
D. Employees ordered to military training during their choice vacation shall be allowed to make another choice vacation selection as long as slots are available.  
E. Denial of any type leave shall include specific reasons for denial.  
F. Leave taken in five – day increments shall include the employee's off days and any holiday that falls within the leave period. Off days before an employee's leave shall be included in the employee's leave at the employee's option.  
G. In the event that two or more employees apply for first – come, first serve leave on the same day for the same period, seniority shall be the tiebreaker.

**ITEM #5 – The duration of the choice vacation period(s):**

The choice vacation period shall be April 1 through November 30, and December 25 through January 7. If the Easter vacation falls in March, this will also be part of the choice vacation period. If the second week of deer gun-season should fall during the first week of December, then that week will be included in the choice vacation periods.

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**ITEM #6 – The determination of the beginning day of an employee’s vacation period:**

The beginning day of vacation shall be the first day of the employee’s basic workweek.

**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, according to leave categories, may make selections of 10 or 15 days or may request two selections of either 5 or 10 days, pursuant to Article 10, Section 3.

**ITEM #8 – Whether jury duty and attendance at National or State Conventions shall be charged to choice vacation period:**

Jury duty and attendance at National or State Conventions shall not be charged against the choice vacation period.

**ITEM #9 – Determination of the maximum number of employees who shall receive leave each week during the choice vacation period:**

The number of employees who shall receive leave each week during the choice vacation period will be as follows:

Custodians – Level 03	Tour I – 20%
	Tour II – 15%
	Tour III – 20%
Maintenance Mechanics – Level 05	Per Tour – 30%
Maintenance Support Clerk – Level 05 and 06	Per Tour – 15%
Building Equipment Mechanic – Level 07	Per Tour – 40%
Mail Processing Equipment Mechanics – Level 07	Per Tour – 25%
Area Maintenance Technicians – Level 08	Tour II – 30%
Electronic Technicians – Level 09	Per tour – 25%

No less than 1 person per occupational group and tour will be allotted off.

Whole numbers with a percentage of .49 and lower will be rounded down to a whole number (example 1.11=1, 2.22=2, 3.33=3, 4.44=4, and 5.49=5).

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**ITEM #9 – (Continued)**

Whole numbers with a percentage of .50 and higher will be rounded up to a whole number (example 1.5=2, 2.60=3, 3.70=4, 4.80=5, 5.99=6).

**ITEM #10 – The issuance of official notice to each employees of the vacation schedule approved for such employee:**

The posting and updating of the leave schedule will continue, including notices of prime time cancellations and the slotting of new leave granted through procedures outlined in Item #9. Leave schedules will be posted and maintained at each facility where APWU craft employees normally work. Posting of the leave schedule at the above locations will constitute official notice of the approved leave schedule.

**ITEM #11 – Determination of the date and means of notifying employees of the beginning of the new leave year:**

By the last Friday in October of each year, management shall post at each location required by Item #10 the beginning of the new leave year. By January 15 of the following year, information on leave will be posted at each location. At this time, employees will be called in by seniority to make their prime time selection. On March 15, the approved leave schedules will be posted.

**ITEM #12 – The procedures for submission of applications for annual leave during other than the choice vacation period:**

Applications for annual leave outside the choice vacation period shall be on PS Form 3971, completed in duplicate with original returned to the employee within three days, provided that the application is submitted at least seven days prior to the starting date of the leave. Such leave shall be granted on a first – come, first – serve basis. If management fails to return the PS Form 3971 within three (3) days, the leave is approved.

**ITEM #13 – The method of selection employees to work on a holiday:**

After maintenance management has made a determination by tour as to the number of employees required to work a holiday or designated holiday, they will meet with the union to work out any and all problems with the schedule before posting.

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**ITEM #13 – (Continued)**

The opportunity to work the first holiday following the signing of this document shall be by occupational group, seniority, section and/or Tour.

Employees wishing to work their holiday or designated holiday will do so by signing the holiday list.

The sign up sheet for holiday or designated holiday will be posted two weeks prior to the posting of the holiday schedule.

The Schedule will be posted Tuesday prior to each holiday designating those employees selected to work their holiday or designated holiday.

Management will make every attempt to avoid working any employee in a non-bargaining unit position on their scheduled holiday while there are non-volunteers scheduled to work on that day.

The order for selecting employees to work a holiday or designated holiday will be as follows:

1. Volunteer holiday or designated holiday
2. ODL employees who volunteer to work their non-scheduled days.
3. Mandatory junior employee within an occupational group on their holiday or designated holiday and future such situations will be rotated upward through seniority.
4. Mandatory ODL employees who do not volunteer to work their non – scheduled day(s).

**ITEM #14 – Whether “Overtime Desired” lists in Article 8 shall be by section and/or tour:**

The Maintenance Craft ODL's will be constructed in accordance with the requirements of Article 8 and 38.

A. An employee desiring to work up to 12 hours in a day or 60 hours in a service week will place their name on the ODL. Employees within a section will place their name on the ODL list during the two (2) week period immediately preceding the beginning of each calendar quarter.

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ITEM #14 –(Continued)

1. Exceptions will be made for employees who were absent the two (2) week sign period
    - a. These employees will indicate to the union and management in writing their desire to be placed on the ODL no later than seven (7) days upon returning to the craft or reporting to the new assignment.
  2. Employees bidding into new section/tour will have their ODL rights automatically transferred.
  3. Part – time – flexibles converted during the quarter will be given seven (7) days to notify the union and management in writing their desire to be placed on the ODL. Notice to this effect shall be included in the conversion letter.
- B. Full – time employees who desire their name to be removed from the ODL shall indicate in writing to the union and management. Those employees' names shall be removed from the ODL and shall not be added again during the quarter.
- C. Overtime will be scheduled for the ODL containing the names of employees within an occupational group which as reflected within the job description, most clearly fits the work to be done. Management will attempt to schedule overtime as equitable as possible among tours.
1. The pecking order for eight (8) hours or less overtime shall be as follows:
    - a. ODL personnel on their day off from that tour will be offered the full eight (8) hours.
    - b. ODL personnel from the preceding tour shall be offered four (4) hours and ODL personnel on the following tour will be offered the remaining four (4) hours needed.
    - c. ODL personnel on their day off from preceding or following tour will be offered the full eight (8) hours.

If the above steps do not provide qualified personnel for needed coverage, employees will be required to work in accordance with the above pecking order (a then b).

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**ITEM #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 for maintenance personnel to be reserved for temporary or permanent light duty assignments shall be 4% of the Maintenance workforce. Any fraction will be rounded to the next whole number.

**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:**

Light duty must be requested in writing by the employee to the installation head, and must be accompanied by medical certification indicating diagnosis, prognosis, physical limitations and anticipated duration. The employee's request will be answered in writing indicating approval or disapproval. The physician's certification will be given full consideration in the decision to approve or disapprove the request.

The installation head shall show the greatest consideration for full – time regular or part – time flexible employee requiring light duty or other assignments, giving each request careful attention and reassigning such employees to the extent possible.

When the Maintenance Manager anticipates denial of a light duty request, the APWU President, or his designee, shall have input into the decision prior to official denial of the request. The APWU President, or his designee, shall have input into all permanent and cross – craft light duty assignments. When a temporary light duty assignment exceeds thirty (30) days in length, the APWU President, or his designee, shall have input into these assignments. The APWU will be notified in writing of all temporary or permanent light duty assignments.

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

Assignments considered light duty in the Maintenance craft are any assignments which the employees are capable of performing within the employee's physical limitations.

**ITEM #18 – The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of section:**

For this purpose and for the purposes identified in other items of this document, Sections are identified by occupational code by Tour.



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**ITEM #19 – The assignment of employee parking spaces:**

After the official needs of the Postal Service (as determined by Management) have been satisfied, no spaces below EAS pay grade shall be reserved. After the official needs of the Postal Service have been satisfied, all other available parking spaces shall be on a first – come, first – served basis.

All parking will be through the decal system and casual employees will not be issued decals.

Handicap status will be verified through the State for parking purposes.

Management will monitor the parking lot, as far as practical, to insure only authorized vehicles utilize the lot.

When any new buildings are built or remodeled where maintenance employees or employees are employed, the determination of parking will be subject to labor management meetings.

**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:**

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

**ITEM #21 – Those other items which are subject to local negotiations as provided in the craft positions of this agreement:**

An assignment shall be posted, by notice of intent, when the hours change more than two (2) hours or the day or days off change.

Maintenance management is responsible for the day – to – day application of seniority provision of this Article. Maintenance management shall provide and post a copy of an updated seniority list to the Craft Director on a quarterly basis.

No jobs in the maintenance craft will be reverted or abolished without first consulting with the Maintenance Craft Director.

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ITEM #22 - Local implementation of this agreement relation to seniority, reassignments and posting:

Not negotiated.



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Charleston, WV Area Local  
American Postal Workers Union, AFL-CIO

PO Box 58127 Charleston, WV 25358 Phone (304) 746-0114 Fax (304) 744-8162

October 27, 2000

Bill Duranti  
Manger, Maintenance Operation  
Processing and Distribution Center  
1000 Centre  
Charleston, WV 25350

Subject: Local Memorandum of Understanding (LMOU)

Dear Bill:

This is in reference to our meeting on the LMOU between the Local Union, Labor Relations and Local Maintenance Management. To assist in remanding the grievances from Arbitration and Step 3 back to the local level for resolution, I feel we need to put our agreement in write to eliminate future problems. Attached is a settlement for consideration:

Please contact me at (304) 746-5128 if you have any questions or concerns.

Sincerely

A handwritten signature in cursive script that reads 'Craig Brown'.

Craig Brown  
President  
APWU  
Charleston, WV Area Local 133

cc: Rice Teitworth  
File

**Maintenance Craft Agreement**  
**On**  
**The Application of Item 14.C.1**  
**Of**  
**Local Memorandum of Understanding**  
**Between**  
**Charleston, WV Area Local 133**  
**And**  
**United States Postal Service**

The parties agree the application of Item 14.C.1 pecking order is as follows:

1. The Service must exhaust the tour overtime desire list for day off overtime to include penalty overtime in Item 14.C.1.a before going to Item 14.C.1.b.
2. The Service must exhaust the overtime desire list including penalty overtime on Item 14.C.1.b before going to Item 14.C.1.c.

The understanding of Item 14.C.1 is to give the Service the flexibility to use off tour overtime-personal so as not mandatory non-overtime personal.

 10/27/00

Craig Brown  
President  
Charleston, WV Area Local 133



Bill Duranti  
Manager, Maintenance Operation  
Charleston, WV

Mr. William LaSalle  
1401 Liberty Place  
Sicklerville, NJ 08081-5704

RE: C11C-4C-I 12014443  
MITem 14  
Class Action  
Charleston WV

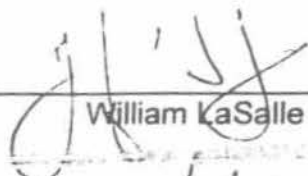
Dear Mr. LaSalle:

Step 3 Grievance Settlement

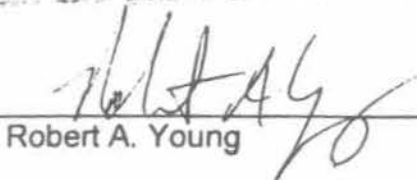
After considering all available evidence in the joint grievance file and that offered by the Union at the hearing, it is mutually agreed that the grievance is settled as follows:

The management Impasse Appeal regarding Item 14 fails to establish an unreasonable burden and is closed.

The parties agree that this settlement is non-precedent setting and will not be cited by either party in any subsequent grievance or arbitration hearing, or any other appeal forum, unless specifically agreed to in writing or where appropriate in establishing prior disciplinary action.

  
\_\_\_\_\_  
William LaSalle

1-3-12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Robert A. Young

1/3/12  
\_\_\_\_\_  
Date

