

LMOU

Springdale Local Memorandum of Understanding

Between: Springdale United States Postal Service
And Northwest Arkansas Area Local #667



September 21, 2021 — September 20, 2024

Northwest Arkansas Area Local #667 Officers & Stewards 2022

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Recording SecretaryCheryl Wing
Financial SecretaryAxel Ambrocio
Editor-PublisherLoren Adams

Safety Representative Nancy Sramek
Webmaster Jake Lamkins

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P.O. Box 654
Fayetteville, AR 72702

Website:
<http://fayettevilleapwu.tripod.com/>

**United States Postal Service
Springdale Postmaster:**

Jeff Welch

Memorandum of Understanding

Springdale, Arkansas

2021-2024

UNION RECOGNITION

The employer recognizes the Union designated below as the exclusive bargaining representative for all APWU represented of the Springdale, Arkansas Postal Installation.

Northwest Arkansas Area Local #667

American Postal Workers Union, AFL-CIO

The Area Local represents all Full-Time Regular Clerks, Non-Traditional Full-time Regular Clerks (NIFTYs) when applicable, Postal Support Employees (PSEs), and Maintenance Employees (Custodians) within the Springdale Postal Installation.

Item 1 – Additional or longer wash-up periods

- A. All employees covered by the installation will be given up to 5 (five) minutes wash-up time prior to going to lunch or going home at the end of their shift.
- B. Any employee engaged in dirty work will be granted additional wash-up time as needed throughout the day.

Item 2 – The establishment of a regular work week of 5 (five) days with either fixed or rotating days off

- A. The work week for Full Time Regular employees will be 5 (five) working days with fixed days off.
- B. The work week for NTFT employees will be determined by their status. Regular NTFT positions will be worked as

the posted hours and days off and are not flexible. NTFT Flex positions will be worked as posted on the weekly schedules and within the requirements of the CBA.

- C. The work week for PSEs will be determined by operational commitments and contractual requirements.

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

The decision to curtail or terminate Postal Operations shall be made by the Installation Head or his/her designee in accordance with applicable rules and regulations.

Item 4 – Formulation of Local Leave Program

- A. A Labor-Management meeting shall be scheduled the first week of November each year to review the local leave program for the coming year and to establish the complements for each Craft and Station.
- B. A notice of all Union Activities for the upcoming year will be posted, if possible, prior to the beginning of leave selections.
- C. The sections for leave selections will be as listed below:
 - 1. Clerk Craft complement will be determined by 14% of the bargaining unit employees on the rolls at the November meeting.

- 2. Maintenance Craft Custodians: 1 (one) off at a time.
- D. The Clerk complement will be determined by 14% of all Career Clerks and Non-Career PSEs assigned to the Installation in November of each year.
- E. The Maintenance complement will be 1 (one) employee off at a time on either choice or incidental leave.

Item 5 – Duration of the Choice Vacation Period

The choice vacation period is designated as January 1st through December 31st, excluding the period of December 1st through December 25th.

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

The choice vacation picks will run from Sunday through Saturday. Exceptions because of an employee's days off can be made with mutual agreement between the parties. A change of schedule Form 3189 can be submitted to accommodate necessary changes due to schedule conflicts.

Item 7 – Whether an employee, at their option, may request two selections during the choice vacation period, in units of either 5 (five) or 10 (ten) days

In accordance with Article 10.3.D, a career employee is authorized either 10 or 15 days leave during the choice vacation period, dependent upon the number of hours of annual leave they earn during a pay period. They can choose to take that leave as one

selection or split it into two separate picks submitted in two rounds by seniority. Each selection submitted must be continuous days of 15, 10, or 5 days each. If an employee earns 4 hours of annual leave a pay period, they are entitled to 10 days of choice vacation picks. If an employee earns 6 or 8 hours of annual leave a pay period, they are entitled to 15 days of choice vacation picks.

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

- A. An employee called to Jury Duty during a week of choice vacation will be given another choice vacation selection from any available week at the time of the new selection that does not exceed the established complement or another employee's approved selection.
- B. Any choice vacation selection to attend National Convention will count toward the 14% complement. Management will block off at least one selection for an employee to attend the National Convention each convention year.

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 the Clerk Craft will be allowed off during the choice vacation period. All Clerk Craft employees will be used in the determination of the 14% complement. All figures will be rounded up if .5 or greater and will be rounded down if less than .5.

- B. At least one Maintenance employee will be allowed off during the Choice Vacation Period on Choice or Incidental leave. Maintenance employees will not be used in the determination of the 14% Clerk complement.

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

- A. The Leave Calendar rotation will be started around November 15th by seniority each year.
- B. Each employee will be given 2 working days to turn their selection by seniority. If a selection is not turned in within two days, the employee will be bypassed and the selection process will move to the next employee in rotation. At the end of each rotation, an employee that was bypassed will be given an opportunity to submit a selection by seniority prior to moving to the next round. All leave selections will be turned into Management, and these selections must be approved and returned to the employee within 24 hours. All selections that are approved by Management will be immediately placed on the leave rotation calendar and made available to all of the employees so they know what weeks are available. These procedures will be monitored by both Management and the Union to ensure a timely and expeditious process for all employees.
- C. After completion of the second round of choice vacation picks, the career employees will be allowed to submit incidental leave picks for a period of one week. The process is explained in Item 12 of the LMOU.

- D. After the career employees finish the first week of incidental picks, then the PSE employees can submit leave selections for any available slots that remain. After a PSE submits a leave selection that is approved, a career employee cannot submit a leave slip and take that leave from a PSE, under the Article 10.2.B language that requires management to approve a career employee’s leave over a PSE. It is the PSE’s responsibility to ensure they have sufficient leave to cover any submitted leave or that leave can be cancelled by management and the employee forced to return to work.

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

Management will post a notice on all negotiated bulletin boards by November 1st of each year and hold a stand-up with all employees of when the new leave year begins.

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

- A. The Monday following the completion of Choice Vacation picks, the calendar will open for Career employees to make incidental leave choices for a period of one week by seniority. (A maximum of 5 selections will be allowed during this period.) All submissions after that week will be on a first come / first served basis. The starting date of these initial submissions will be determined and posted by mutual agreement between Management and the Union on the bulletin boards.

- B. All incidental picks shall be granted if the 14% complement has not been filled. All submissions for incidental must be turned in by 11:00 a.m. Wednesday the week prior to the schedule postings (11:00 a.m. Tuesday if the following week is a holiday week).
- C. Any prescheduled sick leave approved and posted on the schedule will count toward the 14% complement. This is not meant to block annual leave, but to prevent abuse. For example, if someone puts in for incidental leave for one or two days during the week, another employee will not be allowed to submit incidental leave for the same days off unless the 14% complement has not been filled with a choice vacation pick, but someone could submit a request for that whole week off.
- D. Incidental leave may be used for the days after Christmas when not a full week and after the week of Thanksgiving prior to December 1st and will be reviewed on a case-by-case basis.

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

- A. All Holiday scheduling will be done in accordance with Article 11 of the National Agreement.
- B. Holiday sign-up sheets will be posted two weeks prior to the posting of the Holiday schedules.

Item 14 – Overtime Desired List

- A. All overtime provisions will be administered in accordance with Article 8 of the National Agreement.

- B. All OTDL sign-up sheets will be posted at all Stations two weeks prior to the new quarter. After the sign-up sheets come down, no additions will be allowed.
- C. If a non-Career employee gets converted to Career status during the quarter, they must be afforded the opportunity to sign up on the OTDL within seven days of their conversion to career status.
- D. If an employee changes their bid assignment during the quarter, they will be afforded an opportunity to change their OTDL preferences for that quarter within seven days of the effective date of those changes.
- E. All OTDL lists will be posted and maintained by Management.

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 held 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. Light duty assignments shall be provided to all eligible employees comprising the regular workforce in accordance with Article 13 of the National Agreement.

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. Such assignments will be made in accordance with Article 13, Section 4 of the National Agreement.

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

Each Craft shall be considered a section. Article 12 shall apply when excessing occurs.

Item 19 – The assignment of employee parking spaces

Management shall abide by Article 20 of the CBA.

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

- A. Any selection of a week or longer to attend Union activities shall be considered as part of the 14% leave complement.

- B. Any selection of four days or less to attend Union activities will not be considered as part of the 14% leave complement.

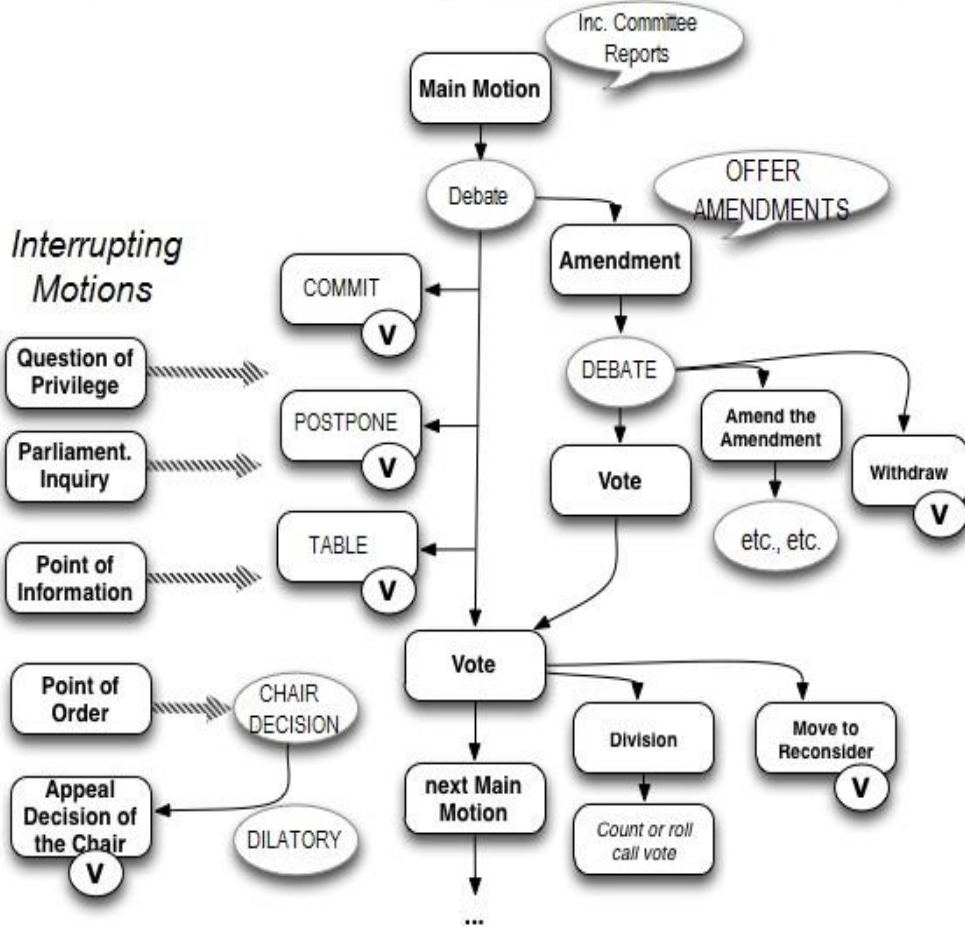
Item 21 – Those other items which are subject to local negotiations as provided in the craft provisions of this agreement

- A. No permanent change in hours or duties of any bid assignment shall be put into effect until it has been discussed with the Union’s Local President.
- B. The starting time stated on the posted bid assignment will be used as the reference point to determine the cumulative change of a bid assignment.

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

- A. Notices of Vacant duty assignments will be posted in accordance with Article 37 of the National Agreement and shall contain all required information. All postings will be posted at all facilities within the installation and will be posted for a period of 10 days.
- B. Notice of Senior / Successful bidder shall be posted at all facilities within 10 days of the closing date of the original posting.
- C. The Successful Bidder shall be placed into the new bid position within 28 days of the posting of the successful bidder letter (excluding December).
- D. Maintenance Craft bidding will be done in accordance with Article 38 of the National Agreement.

Robert's Rules Diagram



Other Motions



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

