

2016-2018

Local Memorandum of Understanding

Between

The American Postal Workers Union

Local # 497

AFL-CIO

Springfield, Massachusetts

And

The United States Postal Service,

Springfield, Massachusetts

THIS LMOU IS APPLICABLE TO THE SPRINGFIELD BULK MAIL CENTER,
SPRINGFIELD PROCESSING & DISTRIBUTION CENTER
AND THE SPRINGFIELD POST OFFICE

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ITEM # 1
ADDITIONAL OR LONGER WASH UP PERIODS

CLERK CRAFT: (BMC, P&DC, Springfield Post Office)

- A. All clerk employees shall receive a reasonable wash-up period prior to their lunch and a reasonable wash-up period prior to the end of the tour. This period shall not be less than five (5) minutes.
- B. Additional wash-up periods shall be authorized after the performance of work involving dirty or toxic material.
- C. Any clerk who has been moved off his/her bid assignment or moved out of his/her bid work area shall receive additional wash-up time prior to lunch and prior to the end of the tour. This shall not apply when employees are allowed to punch out in the area where they are working.
- D. If any Part-Time Flexible Clerk will be released with less than eight (8) hours of work in any service day, he/she shall be notified at least fifteen (15) minutes before his/her release time, This will insure he/she is provided his/her wash-up period.

MAINTENANCE CRAFT: (BMC, P&DC, Springfield Post Office)

- A. A reasonable amount of wash-up time shall be granted to all maintenance employees consistent with the past practice.

MVS CRAFT: (BMC, P&DC, Springfield Post Office)

- A. A reasonable amount of wash-up time will be granted to all employees both prior to lunch and at the end of the tour. If an employee works in oil, grease or toxic material, he/she will be granted the amount of time necessary (up to fifteen minutes to wash up.)

ITEM # 2

**THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER
FIXED OR ROTATING DAYS OFF**

ALL CRAFTS: (BMC, P&DC, Springfield Post Office)

- A. The Employer shall consult with the President and the appropriate Craft Director or their designee of the Springfield Area Local, A.P.W.U., concerning any modification to existing work assignments. This consultation shall take place not less than thirty (30) days prior to the change except for reversions and changes to vacant positions.
- B. All newly established or modified workweek assignments shall have fixed consecutive days off. Exceptions shall be authorized only under the following conditions:

The President and the appropriate Craft Director, Springfield Area Local, shall be notified regarding any changes in the workweek assignments. This consultation shall be as soon as possible after the Employer has determined there will be changes in the workweek assignments. In no case shall this consultation be less than thirty (30) days before any action (30 days prior to any posting of any positions) is taken which affects any workweek assignments. This consultation shall include, but not be limited to, the following:

- a. The number of positions to be established or modified
 - b. The names of any employees affected
 - c. The 'position number' of all positions affected; and
 - d. The reasons for the changes
2. If split days off become necessary, one of the days off shall be Saturday or Sunday.
- C. The Wednesday before the service week in which any Part-Time Flexible employee will become a full-time employee; this Part-Time Flexible employee's assignment shall be posted in all order books.
 - D. The utilization of Part-Time Flexibles on Tour 2 shall be minimized. To the extent possible, senior Part-Time Flexibles shall be solicited to determine who desires to work Tour 2 in those instances. Casuals shall not normally be assigned to Tour 2, except as determined by management in appropriate circumstances-
 - E. The assignment of all Part-Time Flexible employees shall be posted in all order books the Wednesday before each service week, unless there is no change in the assignment.

(Continued ITEM # 2)

ADDITIONAL SECTION FOR MVS: (BMC, P&DC, Springfield Post Office)

- A. There will be a regular five (5) day workweek with fixed days off for full-time employees. This shall include as many assignments with consecutive days off as possible consistent with the needs of the service as determined by the Employer.
- B. All craft positions in effect as of September 1, 1988, will have consecutive days off. These positions will remain with fixed consecutive days off unless there is a change in mail processing tours of necessitated change in MVS staffing.
- C. The Employer shall extend the greater effort to grant consecutive 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

ALL CRAFTS: (BMC, P&DC, Springfield Post Office)

- A. When a determination has been made that an emergency condition exists which would prevent groups of employees from working, or reporting to work or moving the mail, then the Installation Head or his/her designee will consult with the President, Springfield Area Local, APWU or his/her designee, as soon as possible as to the action to be taken regarding those employees affected by the implementation of this Item,
- B. In the event the President or his/her designee believes an emergency condition exists and the Installation Head or his/her designee does not agree, the Union shall meet with the Installation Head or his/her designee to attempt to resolve the issue.
- C. Postal Operations shall be curtailed or terminated at the Springfield Postal Facilities if the Installation Head or his/her designee determines that the conditions so warrant. This decision shall be made in the event that there may be a serious threat to the safety and welfare of the employees. Special emphasis on the safety, welfare and integrity will be considered for employees engaged in driving Postal Vehicles both on and off Postal property during adverse weather conditions. The Employer's primary responsibility toward employees is their protection against injury and death in emergency conditions. Therefore, first consideration shall be for the safety and health of the employees. The determination shall be reasonable and consideration shall be given to overall conditions including but not limited to:
 - 1) Riots or civil commotion
 - 2) Acts of God
 - 3) Hazardous weather conditions
 - 4) Advice of or policies or orders of local, state or national authorities
 - 5) Wholesale closings of local businesses or local public schools
 - 6) Failure of power supply
 - 7) Curtailment or termination of public transportation
 - 8) Any exposure or possible exposure to any chemical, biological or terrorist actions.
 - 9) Any other conditions that may jeopardize the safety and health of employees. The conditions must be general rather than personal in scope and must prevent groups from working or reporting to work or moving the mail.
- D. The Employer shall notify the employees at the earliest possible time of curtailment or termination of Postal Operations. Such notification shall be by the best means available.

(continued ITEM # 3)

- E. Administrative leave shall not be denied employees solely because they previously requested emergency annual leave or leave without pay. If Administrative Leave is not granted then Annual Leave or Leave without Pay shall be considered with first priority to employees most severely impacted.

- F. The APWU President and the APWU Safety Representative shall be provided at the November Labor Management Meeting, or when requested, copies of all Emergency Contingency Plans, including but not limited to; Storms, Bomb threats, Fire, In House Chemical Spills, Solutia Disaster, and other plans agreed to by the parties.

- G. When a threat or warning about a bomb in the Springfield Postal Facilities is received, the work area or work areas where the bomb is suspected to be shall be evacuated immediately.

- H. The employer shall make a determination within one (1) hour of any power, or heating, or cooling failure as to whether to curtail or terminate the operations of the facility or installation. An APWU official on-duty shall be notified within this period of the action to be taken by the employer.

The employer shall notify the APWU President immediately upon receipt of information or notification from any employee, postal official or civilian authority of any threat of exposure due to chemical, biological or other terrorist actions that may cause any harm whatsoever to bargaining unit employees. In cases of possible exposure to any of the above-mentioned elements, employees will not be required to enter any such facility that has come under exposure or attack.

ITEM # 4

FORMULATION OF LOCAL LEAVE PROGRAM

ALL CRAFTS: (BMC, P&DC, Springfield Post Office)

- A. During the first week in February, the Employer shall meet with the President and Craft Directors of the Springfield Area Local, APWU to discuss the pending leave year.
- B. One (1) copy of the vacation schedule from each work unit shall be given to the President and one (1) copy shall be given to the appropriate Craft Director of the Springfield Area Local.
- C. No trading of choice vacation periods will be permitted.
- D. Any cancelled choice vacation selection will be offered to other employees within the work unit, on a seniority basis, starting with the employee junior to the employee who cancelled. This will be limited to two (2) cancellations, one (1) original and one (1) residual, providing the cancellation occurs at least two (2) weeks prior to the scheduled vacation period canceled.
- E. Employees scheduled for vacation shall be exempt from mandatory overtime on the non-scheduled days and holidays (or day designated as a Holiday) prior to, during and subsequent to approved Annual Leave. The employee must, if not canceled, use all leave requested in conjunction with holidays unless canceled in accordance with 4D. During prime time, choice vacation selection must be used, outside prime time a minimum of 24 hours (3 work days) must be used.
- F. An employee shall retain their approved choice vacation period although their regular assignment changes.
- G. Military duty shall not be charged to the choice vacation period. Any employee who is called for military duty during his/her schedule choice vacation period shall be given another selection, but not to the detriment of any other employee in the craft.
- H. In the event of additional Annual Leave being granted during choice vacation period, the criteria used in Item #12 shall apply.
- I. Sick Leave:
 - a. No minimum sick leave balance shall be established below which an employee's sick leave record would be considered unsatisfactory.
 - b. Sick Leave Restriction – Employees on Sick Leave Restriction may request the Postmaster to review their Sick Leave usage every six (6) months. If after careful consideration of the individual's record, the Postmaster determines that there is no evidence of abuse of sick leave privileges, the restriction will be removed. Low sick leave balance must not be used as the sole deciding factor to place an employee on restricted sick leave.

(Continued ITEM # 4)

- c. The immediate supervisor shall review the quarterly listing furnished by the ERMS/TACS report if there has been a substantial improvement in absences charged to sickness, the name will be removed from the Restricted Sick Leave List and the employee notified, in writing, of this action. An employee not using any sick leave for a three (3) month period shall automatically be taken off Sick Leave Restriction. This would be considered a substantial improvement.
- d. Blood leave – When employees donate blood to the Red Cross or non-profit blood banks, they will be excused for the time necessary with minimum of two (2) hours for whole blood and a minimum of four (4) hours for platelets shall be given. Employees giving blood in-house (in the post office) will be excused for time necessary to give blood. The Red Cross or non-profit blood bank personnel will determine when an employee will return to work. No employee will lose night differential to give blood in-house.

ADDITIONAL SECTION FOR CLERK CRAFT: (BMC, P&DC, Springfield Post Office) •

Work units for leave purposes by Tour:

- 1. *PSM 3 Clerks*
- 2. *PSM 4 Clerks*
- 3. Mail Processors by building
- 4. Claims & Inquiry Clerks
- 5. Unencumbered Clerks
- 6. General Clerks and Label Clerks
- 7. PEDC Technicians
- 8. Data Collection Technicians
- 9. Bulk Mail Technicians
- 10. Main Street Station
- 11. All Window Clerks (MSS)
- 12. Human Resources
- 13. City Operations Administrative Personnel
- 14. Mason Square
- 15. Colonial Station
- 16. Indian Orchard Station
- 17. Tower Square
- 18, Brightwood
- 19, Forest Park Station
- 20, BMC EAST FSS Clerks**
- 21. BMC EAST APPS**
- 22. P&DC FSM Clerks**
- 23. P&DC Mailing Division, Registry Clerk & Review Clerk
- 24. General Expeditors**
- 25. Mail Flow Controller**
- 26. All other employees not covered above shall be considered their own individual work unit.

(Continued ITEM # 4)

On the second Monday of February, the employer shall determine the maximum number of employees who shall receive leave in each work unit. PTF Clerks will be counted in work units assigned by the employer in February. These numbers shall be published in each area with a copy going to the President and a copy going to the Clerk Craft Director of the Springfield Area Local, APWU. On the third Monday in February, each supervisor in the identified work units shall prepare a chart for each work unit. Each horizontal line of this chart will represent the maximum number of employees who shall receive leave each week during the choice vacation period. After this chart has been prepared for each work unit, the following procedure shall be used in submitting applications for the employee's choice for leave.

- The supervisor shall submit this chart to each clerk in seniority order.
- Each clerk shall make his/her application by signing his/her name in the box on the same vertical line which represents the week or weeks he/she desires.
- After the clerk has signed his/her name he/she will submit a 3971 for his/her vacation period.
- The employer will approve this request within five (5) days. Once this 3971 is approved, the number of hours an employee has available for incidental leave will be reduced by the number of hours requested and approved for vacation.

Any employee may cancel their vacation two (2) weeks prior to use their annual leave for incidental leave. Any canceled vacation shall be posted in accordance with section D of this item. If LWOP is granted for anyone's vacation period the Clerk Craft Director or his/her designee shall be notified in writing. When all the boxes on each vertical line are filled, no more employees in that work unit shall be able to apply for that week. Each employee will have no more than two (2) days to decide which week or weeks he/she wishes. If unavailable to sign the chart within two (2) days, the employee may contact his/her supervisor who will place the employee's selection on the chart. If he/she is undecided after the two (2) days, the next employee is given his/her choice. The employee who was passed by may, at any time, sign for the weeks of his/her choice, but he/she will not be able to take any week or weeks already signed for, regardless of the seniority of the employees who have signed the chart. Part-Time Flexible Clerks shall, in seniority order, be able to fill any vacancy on their appropriate chart in the work unit assigned to them by the employer in February.

ADDITIONAL SECTION FOR MAINTENANCE CRAFT: (BMC, P&DC, Springfield Post Office)

- A. Work units for leave purposes shall be by occupational group, principal assignment area and tour. (Any split shifts shall constitute a separate tour).

(Continued ITEM # 4)

- B. On the second Monday of February, the Employer shall determine the maximum number of employees who shall receive leave in each work unit. These numbers shall be published in each area with a copy going to the President a copy going to the Maintenance Craft Director of the Springfield Area Local, APWU. On the third Monday in February, each supervisor in each work area shall prepare a chart for each work unit in his/her work area. Each horizontal line of this chart will represent the maximum number of employees who shall receive leave each week during the choice vacation period. After this chart has been prepared for each work unit, the following procedure shall be used in submitting applications for the employee's choice for leave.

- C. The Supervisor shall submit this chart to each maintenance employee in seniority order. Each employee shall make his/her application by signing his/her name in the box on the same vertical line which represents the week or weeks he/she desires. When all the boxes on each vertical line are filled, no more employees in that work unit shall be able to apply for that week. Each employee will have no more than two (2) days to decide which week or weeks he/she wishes. If unavailable to sign the chart within two (2) days, the employee may contact his/her supervisor who will place the employee's selection on the chart. If he/she is undecided after the two (2) days, the next employee is given his/her choice. The employee who was passed by may, at any time, sign for the weeks of his/her choice, but he/she will not be able to take any week or weeks already signed for, regardless of the seniority of the employees who have signed the chart, Part-Time Flexible employees shall, in seniority order, be able to fill any vacancy on their appropriate tour on any maintenance chart.

- D. The Employer shall make a reasonable effort to avoid scheduling Maintenance employees to take postal training courses for the same time as their choice vacation selections. In the event the employee elects to cancel their vacation and accept the training, it will not be charged to the choice vacation period.

ADDITIONAL SECTION FOR MVS CRAFT: (BMC, P&DC, Springfield Post Office)

- A. Annual leave shall be granted on as liberal a basis as possible. Work Units for leave purposes shall be each occupational group including PTF's by tour. The tour is defined in Item #14, Section H.

- B. On the first Monday of February the Employer will post a notice soliciting vacation preference for motor vehicle employees. Each employee should list the period he/she desires during the choice vacation period and two (2) alternate choices within fifteen (15) days of the posting.

- C. Requests submitted after the choice vacation deadline shall be honored by seniority only after employees' request that had previously applied prior to cutoff date for submission of choice vacation for that period have been honored. This shall be subject to posting.

ITEM#5

THE DURATION OF THE CHOICE VACATION PERIOD(S)

ALL CRAFTS: (BMC, P&DC, Springfield Post Office)

Choice vacation period will start on Saturday preceding April 30th and end on the last Friday in September

ITEM #6

THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

ALL CRAFT: (BMC, P&DC, Springfield Post Office)

An employee's vacation period shall start on Saturday. The employee may request to the Lead Manager, Distribution Operations (MDO) his/her vacation period start on a day other than Saturday when agreed to by the appropriate Craft Director or his/her designee. Such request shall not ordinarily be denied.

ITEM #7

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

ALL CRAFTS: (BMC, P&DC, Springfield Post Office)

An employee may, at his/her option, request two (2) selections consisting of either one unit of five (5) continuous scheduled working days and one unit of ten (10) continuous scheduled working days or two units of five (5) continuous scheduled work days each.

ITEM #8

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

ALL CRAFTS: (BMC, P&DC, Springfield Post Office)

- A. Jury duty shall not be charged to the choice vacation period.
- B. Delegates of the Springfield Area local shall not have attendance at National or State conventions charged to the choice vacation period.
- C. Any employee who is called for jury duty or a National or State Convention during his/her original scheduled choice vacation period shall be allowed another choice vacation period, not to the detriment of any other employee.

ITEM #9

**DETERMINATIONAL OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL
RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD**

CLERK CRAFT: (BMC, P&DC, Springfield Post Office)

- A. The minimum number of employees who shall receive annual leave each week during the choice vacation period shall be nineteen (19) percent of each work unit except during the month of July and the week Labor Day is in, when the percentage shall be twenty-four (24) percent of each work unit.
- B. Computations of the percentages noted above will be as follows:
 - 1. Fractions of less than one (1) will be considered as one.
 - 2. Fractions in excess of a whole number will be rounded off to the nearest whole number.
- C. During the choice vacation period the minimum number of employees who shall be granted incidental leave under the criteria used in Item 12 Clerk Craft Section A, shall be the number identified in Item #4 Clerk Craft Section B, minus the number of employees on vacation in this work unit.
- D. During the choice vacation period the minimum number of employees who shall be granted incidental leave under the criteria used in Item 12 Clerk Craft Section B, shall be twenty (20) percent of the employees scheduled in, in the work unit (as identified in Item #4 Clerk Craft Section B) minus the number of employees on vacation in this work unit and the number on incidental leave identified in Section C, of this Item (9).
- E. During the choice vacation period the minimum number of employees who shall be granted incidental leave under the criteria used in Item 12 Clerk Craft Section D shall be five (5) percent of the number in each work unit (as identified in Item #4 Clerk Craft Section B) minus the number of employees on vacation in this work unit and the number on incidental leave identified in Section C and D of this Item (9).

MAINTENANCE CRAFT: (BMC, P&DC, Springfield Post Office)

- A. The minimum number of employees who shall receive Annual Leave each week during the choice vacation period shall be twenty (20%) percent of each work unit
- B. The percentages governing the minimum number of employees who shall be granted leave shall apply to all leave requests submitted twenty (20) hours prior to the start of the leave requested. This paragraph shall not apply during unforeseen exceptionally high volume periods of a non-recurring emergency.
- C. Computations of the percentages noted for "A" and "B" shall be as follows:
 - 1. Fractions of less than 1.0 will be considered as one.
 - 2. Fractions in excess of a whole number will be rounded off to the nearest whole number,

(Continued ITEM # 9)

MVS CRAFT: (BMC, P&DC, Springfield Post Office)

- A. The minimum number of employees who shall receive Annual Leave each week during the choice vacation period shall be twenty (20%) percent of each work unit except during the month of September when fifteen (15%) percent of each work unit shall be allowed Annual Leave.

- B. Computations of the percentages noted above will be as follows:
 - 1. Fractions of less than 1.0 will be considered as one.
 - 2. Fractions in excess of a whole number will be rounded off to the nearest whole number.

- C. The percentages governing the minimum number of employee who shall be granted leave shall apply to all leave requests submitted twenty (20) hours prior to the start of the leave requested. Any fractions shall be rounded off to the nearest whole number. This paragraph shall not apply during unforeseen exceptionally high volume periods or non-recurring emergency.

ITEM # 10

THE ISSUANCE OF OFFICIAL NOTICES OF EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR HIM/HER

CLERK & MAINTENANCE CRAFTS: (BMC, P&DC, Springfield Post Office)

The approved vacation list will be posted (put in order books) in the concerned work areas and a copy presented to employees who are in areas without order books within two (2) weeks after the closing date of application. Two (2) copies of each section will be provided to the union: one (1) copy to the President and one to Craft Directors of the Springfield Area Local.

MVS CRAFT: (BMC, P&DC, Springfield Post Office)

Approved vacation lists will be posted on bulletin boards within the immediate work area and an individual copy of the vacation time approved time approved for each employee, given to him/her no longer than two (2) weeks after closing of application.

ITEM #11

DETERMINATION OF THE DATES AND MEANS OF NOTIFYING EMPLOYEES OF THE NEW LEAVE YEAR

ALL CRAFTS: (BMC, P&DC, Springfield Post Office)

A notice from the Installation Head or his/her designee shall be posted no later than October 1st each year, on all bulletin boards and in all order books, as to the beginning of the new leave year. This notice will instruct all employees with leave in excess of the maximum amount to carry over, that they must use the excess leave by the first day of the new leave year to avoid forfeiture. In the work areas that do not have an order book each employee in that work area shall receive a copy of the notice.

ITEM #12

**THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE
DURING OTHER THAN THE CHOICE VACATION PERIOD**

CLERK CRAFT: (BMC, P&DC, Springfield Post Office)

- A, Applications for annual leave submitted at least thirty (30) days but not more than forty-five (45) days (from the day prior to when the desired leave is to begin) shall be honored on a first-come, first-serve basis. If more than one application is received on the same day (tour) for the same period (same number of hours and same time), seniority shall be the governing factor. The employee will be expected to use all the leave requested. If an application, submitted thirty (30) days or more prior to the date the leave is to begin is not answered within five (5) of the applicant's working days, his/her leave shall be granted. Exceptions shall be granted between the employee, the Employer and the Clerk Craft Director of the Springfield Area Local. (Any application disapproved under this paragraph shall be reconsidered prior to any other application.) Outside the choice vacation period a minimum of 15% (any fraction of .5 or greater shall be rounded off to the next higher whole number – any fraction of less than one shall be considered one) of the employees scheduled in, in each work unit shall be granted annual leave under this section (A). The only exception may be for holiday weekends and exceptional high volume periods such as Easter, Valentine's Day and Mother's Day.
- B. Except as provided in Clerk Craft Item 12-A, applications for annual leave should be submitted by the Tuesday of the week before the annual leave is to begin. Employees shall be advised if the leave has been approved or disapproved no later than Wednesday of the week before the annual leave is to begin. When more than one application is received for the same period, seniority shall be the governing factor (except as provided in Clerk Craft Item 12-A). Outside the choice vacation period a minimum of 10% (any fraction of .5 or greater shall be rounded off to the next higher number – any fraction of less than one shall be considered one) of the employees scheduled in, in each work unit shall be granted annual leave under this section (B).
- C. Requests for annual leave may be submitted at any time, but requests under Clerk Craft Article 12-B must be honored first, prior to granting any other annual leave.
- D. Leave requests submitted after the Tuesday before the leave is to begin but before twenty (20) hours prior to the start of the leave shall be granted by seniority. Outside the choice vacation period a minimum of 5% (any fraction shall be rounded off to the nearest whole number) of the employees scheduled in, in each work unit shall be granted leave under this section (D).
- E. Annual leave of less than eight (8) hours granted during the tour must be granted on a seniority basis within the work units identified in Item #4. Exceptions shall be all clerks in work units #1 to 4 shall be considered together. Once the employer has determined LWOP of less than eight (8) hours will be granted during the tour, the above (by seniority) will apply.

(continued Item # 12)

- F. If an employee is granted annual leave, his/her name, leave section and the date the application was made shall be placed on the leave calendar in the MDO Office. Any Union Official shall be allowed to review the calendar.
- G. All disapproved applications for leave shall be returned to the employee as soon as the application is disapproved.
- H. Applications for leave shall be accepted in the appropriate MDO Office for employees who are non-scheduled on the day they wish to make application for leave.
- I. For the purpose of this Item, request for leave shall be the submission of a 3971.
- J. All requests for annual leave shall be granted before any change of schedule is granted. The only exception shall be granted between the employee, the employer and the appropriate Craft Director of the Springfield Area Local.
- K. Employees requesting two (2) hours leave shall be allowed to work six (6) hours without a lunch break.
- L. The percentages governing the minimum number of employees who shall be granted leave shall not apply for the weeks that penalty overtime is waived. With the exception of the time frame of December 26 through December 30, when the minimum percentage of 7% will be granted.

MAINTENANCE AND MVS CRAFTS: (BMC, P&DC, Springfield Post Office)

- A. Exclusive of the months of November and December, Management on each tour will grant annual leave up to a minimum of ten (10) percent of the total number of employees in each section.

The percentages governing the minimum number of employees who shall be granted leave shall apply to all leave requests submitted twenty (20) hours prior to the start of the leave requested. This paragraph shall not apply during unforeseen exceptionally high volume periods of a non-recurring emergency.

- 2. Computations of the percentages noted for "A" shall be as follows:

- a. Fractions of less than 1.0 will be considered one
- b. Fractions in excess of a whole number will be rounded off to the nearest whole number.

- B. Annual leave of less than eight (8) hours granted during the tour shall be granted on a seniority basis within the section.

- 1. Maintenance sections for items "A" and "B" shall be by occupational group, tour and principal assignment area

(continued Item # 12)

2. Motor Vehicle sections for items "A" and "B" shall be by occupational code and tour.
In addition, the following shall apply to motor vehicle sections:

All full-time employees who have requested annual leave shall be granted leave (of less than eight (8) hours during the tour) before any Part-Time Flexible employee with the same skill(s) is granted leave or is sent home with less than the hours they were scheduled to work for that day. All annual leave requests within a section will be approved prior to requests for LWOP. Once the employer has determined to grant LWOP of less than eight (8) hours during the tour, the above rules (by seniority, within the section) will apply.

- C. All disapproved applications for leave shall be returned to the employee as soon as the application is disapproved.
- D. For the purpose of this Item, requests for Annual Leave shall be the submission of a 3971.
- E. All requests for Annual Leave shall be granted before any change of schedule is granted. The only exception shall be granted between the employee, the Employer and the appropriate Craft Director of the Springfield Area Local.

Employees requesting two (2) hours Annual Leave shall be allowed to work six (6) hours without a lunch break providing there is coverage for the employee requesting such leave, excluding the use of overtime.

ADDITIONAL SECTION FOR MAINTENANCE CRAFT: (BMC, P&DC, Springfield Post Office)

- A. Application for leave not exceeding thirty-two (32) hours shall be submitted not less than four (4) days or no more than twelve (12) days preceding the day requested.

The employee will be notified of the disposition of the request within three (3) days of the request.

- B. Application for leave in excess of thirty-two (32) hours shall be submitted not less than ten (10) days or more than thirty (30) days preceding the day requested.

- 1. The employee will be notified of the disposition of the request a minimum of three (3) days before the leave is to begin.

- C. Application for leave in excess of thirty-two (32) hours may be submitted more than thirty (30) days preceding the day requested if the union and the employer mutually agree.

- 1. If the application is accepted by mutual agreement, the employee will be notified of the disposition of the request within fourteen (14) days.

- 2. The employee must use all leave requested.

- D. A copy of the approved or disapproved 3971 shall be given to the employee within the time limits above.

(continued Item # 12)

- E. Leave requests submitted more than 60 days prior to the date the leave is to begin will be granted prior to applications under "A" and "B" of this Item if the Union and the Employer mutually agree, The requests shall be answered within ten (10) calendar days.
- F. A copy of the approved or disapproved 3971 shall be given to the employee within the above time limits.

ADDITIONAL SECTION FOR MVS CRAFT: (BMC, P&DC, Springfield Post Office)

- A. Requests for Annual Leave may be submitted on a year-round basis. Employees submitting their requests *by* midnight on Tuesday of the week before their leave is desired must be honored first. Employees will be advised if the leave has been approved or disapproved no later than Wednesday of the week before the leave is desired. Seniority shall be the governing factor. Management shall make a reasonable effort to grant Annual Leave to employees for the purpose of observing their religious holidays,
- B. Applications for annual leave in excess of thirty-two (32) hours for periods other than the prime vacation period, including the month of December, must be submitted thirty (30) days but not more than forty-five (45) days prior to the date the leave is to begin. If an application submitted (30) thirty days or more prior to the date the leave is to begin is not answered within (5) five days of the applicant's working days, his/her leave shall be granted. Requests will be honored on a first-come, first-serve basis, except when more than one (1) application is received on the same date for the same period; seniority will be the governing factor. Exceptions to the above are as follows:

EXTENUATING CIRCUMSTANCES – An employee may request leave other than in the above time limits when the union and the employee agree that the circumstance(s) is extenuating and management also agrees. In these cases approvals or disapprovals will be determined within two (2) weeks or fourteen (14) days when requested by the employee.

- C. The employee must use all the leave requested in conjunction with holidays.

ITEM #13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

ALL CRAFTS (BMC, P&DC, Springfield Post Office)

- A. The parties agree to the following concepts in an effort to accomplish its mutual objective of scheduling the least number of employees on Holidays as long as the manpower needs of the service are adequately met. However, in no event shall the number of employees scheduled to work on their Holiday or designed Holiday, including volunteers, exceed the normal scheduled complement for the day of the week (except as provided in Maintenance A).
- B. Employees scheduled for vacation shall be exempt from involuntary scheduling over the course of the holiday schedule prior to, during, and subsequent to approved annual leave. During choice vacation period, the employee must use all leave requested unless cancelled no later than two weeks prior to the scheduled leave date. Outside of the choice vacation period a minimum of twenty-four (24) hours (3 work days) must be used in order to be exempt from forcing.

ADDITIONAL SECTION FOR CLERK CRAFT (BMC, P&DC, Springfield Post Office)

- A. The Employer will determine the number and category of employees needed to work on any, given Holiday or designated Holiday. In accordance with Article 11, Section 6 of the National Agreement, these numbers and categories shall be forwarded to the President and Clerk Craft Director of the Springfield Area Local, APWU, by Tuesday of the week before the Holiday posting.
- B. Prior to solicitation of employees for the Holiday schedule, the Installation Head, or his/her designee, shall meet with the president, or his/her designee, Springfield Area Local, APWU with regard to the number and category of employees needed for the Holiday.
- C. The Holiday schedule shall include both the schedule for the Holiday and for the day designated as a Holiday. The Holiday schedule also shall include the names and work location of each employee who will be working on the Holiday or day designated as a Holiday and time each employee is to begin work on the Holiday or day designated as a Holiday. A notation shall be made on the Holiday schedule of those employees who volunteered to work and those employees who were involuntarily selected to work. The Holiday schedule shall be reviewed by the President, Springfield Area Local, APWU, prior to it being posted. A copy of the Holiday schedule shall be furnished to the President and Clerk Craft Director of the Springfield Area Local, APWU.
- D. Holiday seniority will be recognized.

(continued Item # 13)

E. The employer shall secure employees for Holiday work in the following manner:

1. All full-time employees who have volunteered to work on their holiday or their designated holiday and possess the necessary skills by seniority
2. Full-time regular volunteer employees whose schedule non-work day falls on the holiday and who possess the necessary skills, even though the payment of overtime is required, by seniority.
3. Qualified volunteers from other work units by craft seniority on their Holiday or day designated as the Holiday if no one is being forced to work in their Holiday work unit.
4. Qualified volunteers from other work units by craft seniority on their non-scheduled day if no one is being forced to work in their Holiday work unit.
5. Involuntary regulars by juniority from the holiday work unit where the employer was unable to schedule sufficient employees from the four (4) categories listed below.
 - a. All holiday forcing must be done by strict juniority regardless of whether the employee forced would be on a non-scheduled day or designated Holiday.
 - b. No regular clerk shall be forced to work more than one day during the course of the Holiday schedule,
 - c. Any regular clerk forced to work will be allowed to go home if there is no work available in their work unit. This is an exception to Item 12 Section K. Normally, no employee will be allowed to be sent out of any holiday work unit which has involuntary regulars in it.

F. The following work units have been identified for holiday scheduling. In the event there is only one operating tour any day of the holiday schedule, then work units comprised of the same occupational codes but on different tours shall be combined. Work units for holiday scheduling by tour (unless noted):

1. P&DC Flat Area, (*Automation, Mechanization and Manual*)
2. **Mail Processors by building, Label clerks, PSM operators, Claims & Inquiry**
3. **General Expeditors**
4. **General Clerks**
5. Unencumbered Clerks
6. Bulk Mail Units (all tours one section)
7. Administrative Personnel (all tours one section)
8. Main Street Station – All Window Clerks
9. Main Street Station – Remaining Clerks all tours
10. Mason Square
- 11, Forest Park Station
12. Brightwood Station

(continued Item # 13)

13. Colonial Station

14. Indian Orchard Station

15. Tower Square

16. APPS & support operations

17. FSS

18. All others not covered above shall be considered one work unit

ADDITIONAL SECTION FOR MAINTENANCE CRAFT (BMC, P&DC, Springfield Post Office)

- A. The Employer will determine the number and category of employees needed to work on any given Holiday or day designated as a Holiday, in accordance with Article XI, Section 6, of the National Agreement. The Employer may schedule more than the normal complement for the holiday work unit if no employees are being forced in the holiday work unit.
- B. Prior to solicitation of employees for the Holiday schedule, the Employer shall provide the Maintenance Craft Director and the President of the Springfield Area Local the number and category of employees needed for the Holiday schedule, If requested by the Union, a meeting between the Union and the Employer shall be held to discuss the number and category of employees needed for the Holiday schedule.
- C. All work units for Holiday scheduling shall be by occupational group, principal assignment area and tour.
- D. Employees shall be solicited on a voluntary basis to work on a Holiday in the following order:
 - 1. Volunteers within the Holiday work unit where the work is to be done by seniority
 - 2. Volunteers by seniority from other tours with the same occupational code and principal assignment area, as long as the volunteer was not solicited or required to work in his/her own Holiday work unit.
 - 3. Volunteers with the necessary skills from all other Holiday units with the same Occupational code, provided the volunteer was not solicited or required to work in his/her own Holiday work unit.
 - 4. Other volunteers with the necessary skills by craft seniority provided the volunteer was not solicited or involuntarily selected to work in his/her own Holiday work unit.
 - 5. No volunteer shall be permitted to work consecutive tours.
- E. Employees shall be selected on an involuntary basis to work on a holiday in the following manner:
 - 1. Involuntary selection within each Holiday work unit by inverse preferred assignment seniority. (Selection will be made by juniority regardless of whether the employee is on their day off or holiday. Not to exceed one (1) force per holiday per employee).

(continued Item #13)

ADDITIONAL SECTION MVS CRAFT

- A. Each tour and occupational group shall be a work location for the purpose of the holiday work schedule.
- B. Employees will be solicited in the following manner to work a holiday:
 - 1. Voluntary on Overtime
 - 2. Voluntary on a holiday or designated holiday,
 - 3. All PTF's to the extent possible, even if the payment of overtime is required.
 - 4. Involuntary non-rotating by juniority and tour on holiday or designated holiday.
 - 5. Involuntary non-rotating by juniority and tour on overtime.
- C. The above order of soliciting or selecting employees for holiday work will in no way restrict or prohibit an employee not scheduled to work a holiday, designated Holiday or non-scheduled day on his/her own tour, from volunteering to work another tour within his/her occupational group, providing no employee on his/her own tour would be adversely affected by his/her change of tour.
- D. The total number of employees scheduled to work will be kept to a minimum, consistent with the needs of the service, on their Holiday, scheduled Holiday or non-scheduled day, and shall not exceed the normal scheduled compliment.
- E. Holiday seniority will be recognized.

ITEM #14

WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

CLERK CRAFT (BMC, P&DC, Springfield Post Office)

A. Employees on overtime shall be considered to be one (1) day junior to any Full-Time Clerk (including employees on COS) working his/her regular scheduled day. Employees on mandatory overtime (Employees not on the Overtime Desired List) shall retain their seniority. All employees on overtime will report to their bid area for their overtime assignment unless otherwise agreed to.

B. One (1) copy of all overtime desired lists shall be sent to the President and one (1) shall be sent to the Clerk Craft Director, Springfield Area Local, APWU, each quarter.

C. Once the overtime desired list is made up for the quarter, the only additions shall be as follows:

1. When a Part-Time Flexible Clerk or PSE becomes full time.

When a successful bidder goes from one Tour or occupational code to a different tour or occupational code.

By agreement between the Employer, the employee and the Union, any name added under Section 3 will be placed at the bottom of the overtime-desired list.

D. Before any Clerk's name is removed from the overtime-desired list, the Employer shall consult with the Clerk Craft Director, Springfield Area Local, APWU,

E. Employees may sign for overtime as follows:

1. Before tour
2. After tour
3. **Day Off**

Lists will be established by section. Employees will be selected on a rotating basis beginning with the senior available employee on each list.

1. All Clerk craft employees must be asked to work overtime prior to allowing other craft employees to be put in the overtime status.

2. All scheduled employees from within the section as defined above, must be used for overtime before scheduled employees are used from other sections (as defined in Article 4) and other crafts, to be used in the following order:

- a. Within the Section;
- b. Within the Craft; or
- c. Other Crafts.

(continued Item # 14)

- 3, Advanced notice for mandatory overtime – except for an emergency **shall be one (1) hour notice** or employees shall not be required to work.
 4. Every effort will be made to give as much notice as possible for mandatory overtime.
- G. Employees will be selected on a rotating basis beginning with the senior available employee on each list. Overtime desired lists shall be established by tour unless noted:
1. P&DC , Flat Area (Automation, Mechanization and Manual)
 2. BMC:PSM Operators, Distribution Clerks, Claims &, Inquiry Clerks, IPP Clerks
 3. General Clerks, **Label Clerk**
 4. **General Expeditors**
 5. ***APPS and supported operation***
 6. *FSS*
 7. Unencumbered Clerks (all buildings)
 8. Bulk Mail Units (all tours one section)
 9. Administrative Personnel
 - 10, Main Street Station – All Window Clerks
 11. Main Street Station – All remaining Clerks
 12. Mason Square
 13. Forest Park Station
 14. Brightwood Station
 - 15, Colonial Station
 16. Indian Orchard 17,
Tower Square
 18. **Drop Shipment Clerks**
 19. Data Collection Clerks
 20. ***Mail Flow Controllers***
 21. All others not covered above shall be considered one section

H. When needed, employees will be called in the following order:

1. Overtime desired list on a rotating basis.
2. When the overtime desired list is exhausted, full-time qualified employees from other overtime desired lists in the building. Buildings defined as:
 - a. P&DC
 - b. BMC/BMC East
 - c. Stations as identified in Item 14 Paragraph G Clerk Craft

Full-time employees within the section not on the Overtime Desired List that are working on that day by building-

4. Non OTDL full-time clerks required to work by juniority within the overtime section.

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MAINTENANCE CRAFT (BMC, P&DC, Springfield Post Office)

- A. Overtime desired lists in Article 8 shall be established by occupational group and tour and Principal Assignment Area. When a need for overtime arises, it shall be offered on a rotating basis.
 - 1. Employees may add or remove their names from the lists at the end of each quarter.
 - 2. Employees may add their name to the OTDL when bidding to another tour or changing Occupational Groups.
 - 3. Employees added to the existing lists shall be slotted by seniority.
- B Employees in the maintenance craft shall volunteer for overtime by placing their name on one or both of the following lists:
 - 1. Day off overtime
 - 2. **Before Tour**
 - 3. **After Tour**
- C. Employees on overtime (or Change of Schedule) shall be considered one (1) day junior to all regular scheduled
- D Employees utilizing 32 hours or more of leave shall be bypassed for overtime of eight (8) hours or more unless the employees' request in writing to remain in rotation.
- E. Overtime Desired Lists shall be posted and maintained on all Maintenance Craft bulletin boards. One copy of each list shall be provided the Maintenance Craft Director and, upon request, to the President of the Springfield Area Local, APWU.
- F. A steward, if available, shall be present when overtime calls are made.
- G. Notice of overtime shall be given the employee not less **than 2 hours** before the end of tour or the employee may refuse the overtime.
- H. Schedulable overtime (of a recurring nature) shall, to the maximum extent possible, be distributed across all calendar days, and tours as to afford equitable distribution.

MVS CRAFT (BMC, P&DC, Springfield Post Office)

- A. Overtime Desired List will be established by Tour and occupational groups in accordance with Article VIII, Section 5 of the National Agreement.
 - 1. Overtime Desired Lists will consist of before tour, after tour, and day off.
- B. The Employer shall notify with the Craft Director prior to any employee being removed from the Overtime Desired List.

(continued Item # 14)

- C. Employees changing Tour or becoming regular during the Overtime Desired List quarter may add his/her name to the appropriate list within that pay period, by agreement with the employee, Employer and the Union.
- D. Employees on overtime shall be considered to be one (1) day junior to any employee working his/her regular scheduled day.
- E. The order of selecting employee for voluntary overtime will be:
 - 1. Employees on Overtime Desired List (by tour and occupational group).
 - 2. Employees not on tour but same occupational group on Overtime Desired List.
 - 3. Employees within the same occupational group and tour not on Overtime Desired List by seniority.
 - 4. Other qualified MVS craft employees on other Overtime Desired Lists rotating by seniority.
 - 5. Other qualified MVS craft employees.
- F. The order for selecting employees for involuntary overtime will be:
 - 1. Employees on Overtime Desired List by tour
 - 2. Available PTF's
 - 3. Employees on tour rotating basis by juniority.
- G. Except for an emergency, one (1) hour advance notice will be given for overtime. If no emergency exists and less than one (1) hour is given to an employee, the employee shall not be required to work.

H. The following hours will constitute tours within the Motor Vehicle Craft Springfield BMC.

Tour	2300-0700
Tour	0700-1500
Tour	1500-2300

The intent of this agreement is to address overtime assignments as they relate to Overtime Desired List by Tour and for no other reason. It will lend clarity to Tour definitions, whereas the bulk of a regular employee's hours, including lunch, fall within one (1) of the three (3) time frames, that will be his/her tour on that day for the purpose of settling disputes.

ITEM #15

**THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR
OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT
DUTY ASSIGNMENTS**

ALL CRAFTS (BMC,P&DC, Springfield Post Office)

The Employer shall provide a sufficient number of light duty assignments so as to reasonably accommodate all ill or injured employees.

ITEM #16

**METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO
REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE
ADVERSELY AFFECTED**

CLERK CRAFT (BMC, P&DC, Springfield Post Office)

- A. Before the Installation Head reserves any additional temporary or permanent light duty assignments, he/she shall consult with the President and the Clerk Craft Director. All additional assignments shall be identified and reserved.
- B. No employee from any other craft shall be granted light duty in the Clerk Craft unless the Clerk Craft Director is notified prior to the assignment being granted. This notification shall include the following, but not limited to:
 - 1. The name of the employee
 - 2. The assignment to which the employee will be assigned
 - 3. The general nature of the employee's illness or injury in non-medical terms
 - 4. Approximate time this employee will be in this assignment, and
 - 5. The physical restrictions of this employee
- C. When a Clerk craft employee is assigned any temporary or permanent light duty assignment, the Clerk Craft Director shall receive the following information, in writing, from the Installation Head or his/her designee:
 - 1. The name of the employee
 - 2. The assignment to which the employee will be assigned
 - 3. The general nature of the employee's illness or injury in non-medical terms
 - 4. The physical restrictions of the employee
- D. If any Clerk Craft employee's request for light duty is denied for any reason, then the Clerk Craft Director shall be notified of the denial and the reason for the denial by the Installation Head or his/her designee, in writing.

(continued Item # 16)

MAINTENANCE CRAFT (BMC, P&DC, Springfield Post Office)

- A. The Employer will assign work to the employee within his/her own craft and as near to his/her immediate work area as possible. An effort will be made by the Employer to assign the employee to a schedule consistent with his/her bid schedule.

- B. When a Maintenance Craft employee is assigned any temporary or permanent light duty assignment, the Maintenance Craft Director shall receive the following information, in writing, from the Installation Head or his designee:
 - 1. the name of the employee,
 - 2. the assignment to which the employee will be assigned,
 - 3. the general nature of the employee's illness or injury in non-medical terms,
 - 4. the physical restrictions of the employee,
 - 5. the estimated duration of the light duty assignment.

- C. No employee from any other craft shall be granted light duty in the Maintenance Craft unless the Maintenance Craft Director is notified and the assignment is discussed at the earliest opportunity. This discussion shall include, but not be limited to, the following:
 - 1_ the name of the employee,
 - 2. the assignment to which the employee will be assigned,
 - 3. the general nature of the employee's illness or injury in non-medical terms,
 - 4. approximate time this employee will be in this assignment, and
 - 5, the physical restrictions of this employee.

- D. .In any Maintenance Craft employee's request for light duty is denied, the maintenance Craft director shall be notified, as soon as possible, in writing of the denial and the reason or such denial.

MVS CRAFT (BMC, P&DC, Springfield Post Office)

- A. The Employer will assign work to the employee within his/her own craft and as near to his/her immediate work area as possible. An effort will be made by the Employer to assign the employee to a schedule consistent with his/her bide schedule.

- B. When a Motor Vehicle Craft employee is assigned any temporary or permanent light duty assignment, the Chief Steward of the Motor Vehicle Craft shall receive the following information, in writing, from the Installation Head or his designee:
 - 1. the name of the employee,
 - 2. the assignment to which the employee will be assigned,
 - 3. the general nature of the employee's illness or injury in non-medical terms,
 - 4. the physical restrictions of the employee.

(continued Item # 16)

C. No employee from any other craft shall be granted light duty in the Motor Vehicle Craft unless the MVS Craft Director is notified and the assignment is discussed at the earliest opportunity. This discussion shall include, but not be limited to, the following:

1. the name of the employee,
2. the assignment to which the employee will be assigned,
3. the general nature of the employee's illness or injury in non-medical terms,
4. approximate time this employee will be in this assignment, and
5. the physical restrictions of this employee.

D. If any motor vehicle employee's request for light duty is denied for any reason, then the MVS Craft Director shall be notified of the denial and the reason for the denial by the Installation Head or his/her designee as soon as possible.

Item #17

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

ALL CRAFTS (BMC, P&DC, Springfield Post Office)

The Installation Head shall not be limited to the assignments listed below if mutually agreed to by the President, Springfield Area Local, APWU, and other permanent or temporary light duty assignments are necessary for the proper carrying out of the general policy and procedures of the National Agreement, Article XIII and Item 15 of the Local Memorandum of Understanding.

ADDITIONAL SECTION FOR CLERK CRAFT (BMC, P&DC, Springfield Post Office)

A Temporary Light Duty:

1. The Employer must first attempt to provide duties within employee's own bid assignment provided the employee can perform the core function of the position and such placement shall not disrupt the operation.
2. General Office Clerks
3. Sign making
4. Quality Control Clerks
5. Inquiry Assignments
6. IPP Sortation Clerks
7. Administrative Office Assistant
8. Letter Cases
9. Flat Cases
10. Other duties as agreed by the President of the Springfield Area Local or designee

(continued Item # 17)

B. Permanent Light Duty:

1. Quality Control and Label Clerk, Tour III
2. Inquiry Clerk, Tour III
3. IPP Sortation, Tour III
4. Other duties as agreed by the President of the Springfield Area Local or designee

C. Permanent Reassignments:

1. Full-time employees of other APWU bargaining unit crafts. When a full-time employee of another craft has been granted permanent light duty in the clerk craft, he/she will be detailed as a mail processor Tour 1 or 3, until such time as he/she bids or is awarded as a preferred assignment.

ADDITIONAL SECTION FOR MAINTENANCE CRAFT (BMC, P&DC, Springfield Post Office)

1. Duties within the occupational group as determined by the Employer and the Union as close to the employee's original tour and days off as possible.
2. Telephone Operator
3. Seasonal grounds work as agreed to by the Employer and the President or the Maintenance Craft Director of the APWU.
4. Buckle and strap repair **ADDITIONAL SECTION FOR MVS**

CRAFT (BMC, P&DC, Springfield Post Office)

1. VOA, if qualified
2. General Office Duties within the craft including but not limited to filing and imprinting
3. Shuttling Vehicles
4. Garage Cleaning
5. Fueling Vehicles
6. Transportation of missent, late, Express Mails
7. Other duties within the craft as determined by the Employer and agreed to by the MVS Craft Director

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

CLERK CRAFT (BMC, P&DC, Springfield Post Office

A. Sections

1. All administrative personnel by position designation
2. All General Clerks
- 3, Bulk Mail Acceptance Units by position designation
4. P&DC All senior qualified clerks working Flat Operations by tour (Automation, Mechanization, and Manual)
- 5. BMC Clerk by section; APPS and supported operations and FSS**
- 6. BMC, all other clerks by tour and position designation**
- 7. All General Expeditors**
8. All best qualified clerks by position designation
9. Main Street Station Windows
10. Main Street Station — All remaining senior qualified clerks
11. All remaining Springfield Station Senior Qualified Clerks

MAINTENANCE CRAFT AND MVS CRAFT

For the purpose of identifying sections when it is proposed to reassign within the Installation MVS Craft employee and Maintenance Craft employees excess to the needs of a section, a section at the Springfield BMC and P&DC shall be each occupational group

ITEM #19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

ALL CRAFTS (BMC, P&DC, Springfield Post Office)

- A. Management will make every effort to provide parking spaces for employees. Any changes in the assignment of parking spaces shall be mutually agreed to *by* the union and the employer.
- B. Employees will be provided parking stickers free of charge. Replacement stickers will be provided free of charge in exchange for shreds of an old sticker. Only name and license number will be required to obtain a sticker.
- C. A Joint Labor/Management Parking and Transportation Committee including four (4) APWU designees and four (4) members from the employer shall be established and meet quarterly.
- D. MSS parking will remain as is unless changed by MSS parking committee.
- E. Parking will be on a non-assigned basis (first-come, first-serve), The Employer agrees to provide the Springfield Area Local, APWU, five (5) parking spaces.

Only employees with handicapped license plates will be allowed to park in the handicapped areas.

- G. The Employer shall reserve and designate (with signs) five (5) parking spaces for the Springfield Area Local as follows: The first five (5) spaces (on the west end) of the third row (from the south end) of the new parking lot.
- H. Any changes in the assignment of the parking spaces, shall be mutually agreed to by the Union and the Employer.

All employees at the Springfield P&DC/BMC shall retain free, on-site parking.

- J. After 5:00 p.m., all visitor spaces may be used by employees on a first-come, first-serve basis. Employees' vehicles parked in the visitor spaces must be moved by 7:30 **a.m.**

ADDITIONAL SECTION FOR MVS (BMC, P&DC, Springfield Post Office)

There will be one (1) parking space at the VMF designated for the APWU.

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

ALL CRAFTS (BMC, P&DC, Springfield Post Office)

Annual Leave, to attend Union activities, by locally elected or appointed Union Officials will not be charged to the choice vacation period.

ITEM #21

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISION OF THIS AGREEMENT

CLERK CRAFT (BMC, P&DC, Springfield Post Office)

- A. Any changes in excess of one (1) hour in the starting time of a clerk craft assignment will necessitate a reposting of the assignment, unless agreed to by the Clerk Craft Director, APWU. Changes in the starting time of more than three (3) hours must be reposted. The Clerk Craft Director must be consulted on any changes in hours.
- B. A sufficient change of duties to cause the duty assignment to be reposted shall be considered as a loss to the position of fifty (50) percent of the assigned duties and responsibilities.
- C. The Employer shall post on all official bulletin boards an updated seniority list within the first week of each accounting period. Also, within the first week of each accounting period, the Employer shall send to the President and the Clerk Craft Director, Springfield Area Local, APWU, a copy of the updated seniority list, A seniority list of all assigned clerks (including non-scheduled days) shall be posted in each supervisor work area.
- D. The Employer will continue to provide the Springfield Area Local, APWU, with a minimum of seven (7) bulletin boards, one of which will be 3' by 5' or larger size, at the P&DC/BMC and one (1) APWU bulletin board in each station. Literature racks will be permitted in swing rooms in accordance with the National Agreement for union purposes provided the cost and upkeep of such racks is borne by the unions. The location of such racks must be approved by the Postmaster, The President of the Springfield Area Local, APWU may authorize union notices, which have been approved by the Installation Head or designee, into order books in each supervisor work area.
- E. It is understood by both parties that for the Clerk Craft, the immediate work area for higher-level assignments constitutes each supervisor work area.
- F. The Union will have access to use the photocopiers as designated by the Postmaster and the Lead Plant Manager.

(continued Item # 21)

G The telephone policy will be as follows:

1. The Clerk Craft Director and Stewards are authorized to use the USPS telephone at the P&DC/BMC for Union Business.
2. All calls will be made via the USPS lines.
3. Employees may use the telephones with the permission of the supervisor.

H. The Union shall be provided adequate office space (when available), at new stations, branches, etc.

MAINTENANCE CRAFT (BMC, P&DC, Springfield Post Office)

- A. Maintenance union officials and stewards shall have sufficient access to telephones and photocopiers for union business.
- B. The Maintenance Craft Director of the Springfield Area Local, APWU, shall be sent copies of all notices of intent and registers.
- C. Maintenance positions shall be reposted if the starting time for the assignment is changed by more than one (1) hour.
- D. The Maintenance Craft Director and the President of the Springfield, MA Area Local, APWU shall determine what constitutes a sufficient change of duties or principal assignment area to cause a job to be reposted.

MVS CRAFT (BMC, P&DC, Springfield Post Office)

- A. If the starting time of a vehicle maintenance assignment changes by more than one (1) hour, the assignment must be reposted for bid. In all other MVS assignments where the starting time is permanently changed in excess of one (1) hour, but less than three (3) hours, the incumbent has the option of remaining in the changed assignment. When the starting time is three (3) hours or more, the position shall be reposted.
 1. When the scheduled days off of any MVS assignment are changed, the position shall be reposted.

A twenty-five percent (25%) change in the duties of a position shall require a reposting.
- B. Notices of invitation to bid will be posted for a minimum of ten (10) days. When requested by an absent employee, the Employer will mail an invitation to bid to the employee by certified mail, return receipt requested, provided that the employee includes his/her current mailing address in his/her request.

(continued Item # 21)

- C. Posting for all Motor Vehicle Craft Tractor Trailers, Motor Vehicle Operator, Vehicle Maintenance employees and Vehicle Operations Assistant, BMC, will be on an annual basis. Invitations to bid will be posted on the first Saturday in January and the successful bidder will be placed in position *by* the fourth Saturday in January.
- D. All bids for positions within the Motor Vehicle Craft will be considered valid only if they are original and contain printed name, complete job number in order of preference, Employee ID Number and the signature of the employee. There shall be no exceptions to this.
- E. As soon as approved training allocations are received at the Installation, advance written notice will be posted on bulletin board soliciting volunteers. A list of those volunteers shall be furnished to the MVS Craft Director and the President of the Springfield Area Local, APWU.

ITEM #22

**LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY
REASSIGNMENTS AND POSTING**

CLERK CRAFT: (BMC, P&DC, Springfield Post Office)

A. Bids and Posting:

- 1. Newly established assignments will not be posted for bid nor will change in scheme assignment or scheduled work week or an existing assignment be made without prior consultation between the APWU and the Postmaster or his designee. Consultation will not be necessary to remove a scheme examination requirement for an assignment. In the event an existing assignment is changed, the individual holding the assignment will be notified of the change, in writing, as far in advance as possible. Copies of changes made in bid jobs shall be submitted to the APWU at least three (3) days before being posted.

Two (2) copies of all bid notices and awards will be sent to the Union, one (1) to the President and one (1) to the Clerk Craft Director, Springfield Area Local, APWU.

- 3. Bids shall be posted no later than twenty-eight (28) days after the closing date of the previous bidding. Bids shall be posted for a period of ten (10) days.

When bids are posted in error, they shall be removed and corrected and then reposted for an additional ten (10) days. Employees bidding corrected assignments will nullify the original if employee is awarded assignment in either bid.

(continued Item # 22) Bids

shall close at midnight on the tenth day.

6. The successful bidder for the position, if qualified, must be placed in his/her new assignment within ten (10) calendar days after the date of posting announcing the successful bidder.
7. Bids which have been back stamped prior to the close of bidding will be accepted from the Springfield Stations (except Main Street Station) when mailed to the ***Implant Manager or designee*** at the P&DC/BMC.
8. Clerk Craft Director or his/her designee(s) shall be allowed sufficient time to review all bids and postings.
9. Assignments other than normal mail processing assignments performed on a daily basis of one hour or more must be included in a vacant duty assignment or assigned on a permanent basis to the senior qualified employee. The APWU will be notified.

B. Temporary Vacancies:

1. A temporary vacancy for the purpose of this section is a bid assignment which is not being worked by the bid holder.
2. When a temporary vacancy [thirty (30) days or more] arises and it cannot be covered by a bid calling for such coverage (back-up or relief bid), the initial bid shall be posted for five (5) days and awarded within seven (7) days to the senior Clerk Craft bidder with a "live record." When the original bid holder returns, both employees shall resume their normal bid assignments.
3. Residual bids shall not ordinarily be allowed unless the duration of the vacancy is for six (6) months or more.

C. Details:

1. Details are temporary duty assignments which cannot be filled by a permanent bid assignment. Normally, no detail will go beyond sixty (60) days. Where a detail will exceed sixty (60) days, the President and Clerk Craft Director must be consulted to determine whether a full-time position should be created.
2. Details of over five (5) days shall be posted for bid. Assignments of over four (4) hours a day shall be considered a day for the purpose of this section.

Detail bids will be posted for a period of five (5) days. Employees bidding details must have a "live record" for the position being posted.

(continued Item # 22)

4. A copy of all detail bids and termination dates shall be given to the Clerk Craft Director.

Short-term details of four (4) hours up to five (5) days must be offered to the senior clerk craft employee with a "live record". Short-term details shall, when possible, be given to the senior clerk craft employee with a "live record".

6. When an employee is taken off his/her bid assignment and detailed to another assignment on two (2) successive days (on the same detail), the APWU will be notified.

D. Training

1. Training shall be first offered to the bid holder,
2. The Employer must solicit career employees by seniority, by tour, for all training outside of D (1) above,
3. Training shall next be offered to part-time flexible employees prior to training non-career employees.

E. Seniority and Reassignments

Normally, the successful bidder shall work their bid assignments as posted.

- a. The movement of clerks off their bid assignment will normally be by juniority.
 - b. Reassignments back into their bid assignment will normally be by seniority.
 - c. The employer will reserve the right to assign personnel out of their work area when and where needed.
2. Clerks may, at the start of their tour, volunteer to leave their bid assignments. Once they express this option and are sent out of their bid assignment, they have no right to return for the remainder of their tour. However, this does not prevent management from bringing the employee back if the need arises.
 3. At the start of each tour, seniority will normally be recognized in assigning personnel to available assignments. Personnel with scheduled prior approved leave at the beginning of tour will be granted their seniority at the next break or lunch, whichever is sooner. In the BMC only, when management initiates an operational change affecting staffing in the bid area, seniority will be recognized for the reassignments of those affected employees to available assignments. Seniority adjustments caused by an operational change will be made at the next break or lunch, whichever is sooner.
 4. Seniority lists as provided in Article 37, Section 2-C shall be posted in appropriate order books and/or bulletin boards. The APWU shall be furnished with fifteen (15) copies.

(continued Item # 22)

MAINTENANCE CRAFT (BMC, P&DC, Springfield Post Office)

A. The following definitions of principal assignment areas shall be adhered to for the purpose of postings, reassignments, and all other items in this local agreement referring to principal assignment area.

1. P&DC
2. BMC
3. VMF
4. Main St. Station
5. Stations and Branches

All principal assignment areas identified in this local agreement may be renegotiated as a result of technological, mechanization, or other mail processing changes.

B. The Employer shall solicit Maintenance Craft employees on the appropriate register in descending order to fill all higher-level assignments. If no appropriate register exists, then the senior qualified craft employee shall be solicited.

C. The Employer will make a reasonable effort to allow senior custodians to choose their route assignments. In the custodial occupation group the BMC/P&DC will be considered as one principle assignment area.

D. The Employer will make a reasonable effort to ensure that special projects be given to the senior employees in the appropriate occupational group who desire them.

E. Normally no detail will go beyond sixty (60) days. Where a detail will exceed sixty (60) days, the President and Maintenance Craft Director must be consulted to determine whether a full-time position should be created.

MVS CRAFT (BMC, P&DC, Springfield Post Office)

A. All Motor Vehicle Service assignments will be posted or bid in accordance with Article 39, Section two (2), when vacancies occur and during annual bidding.

B. All craft vacancies other than those specified in Article 39, Section I, J, anticipated by the employer to exceed four (4) weeks shall be offered to the senior qualified volunteer in the occupational group. This only applies to the original vacancy.

C. The Employer will consult with the union in any proposed changes of duties or starting time.

D. Except as stated in Paragraph B above, the successful bidder shall work the duties of his/her bid as posted and the employer will extend the greater effort to this. However, the Employer will make a reasonable effort to insure that special trips, i.e. (PVS call-outs, Contract defaults, etc.) will be offered to the senior yard spotter on the appropriate tour.

(continued Item # 22)

- E. The union will be furnished with copies of all job postings of change in starting times, duties or jobs.

An employee voluntarily working overtime shall be considered to be one (1) day junior to any employee working his/her regularly scheduled day

ITEM # 23

LOCAL AREA LABOR/MANAGEMENT COMMITTEE

ALL CRAFTS (BMC, P&DC, Springfield Post Office)

- A. The local APWU Labor/Management Committee shall consist of representation from the American Postal Workers' Union which will be allowed six (6) representatives on the clock and such management representatives as the Postmaster shall select. The date, time and place of meeting shall be designated as per Item D (below) of this Memorandum. Any additional Union Representatives will be off the clock.
- B. As necessary from time to time, Ad Hoc Subcommittees may be formed by mutual consent to consider particular subjects and/or situations. An Ad Hoc Subcommittee shall be discharged at the regularly scheduled Local Joint Labor/Management Committee meeting following the appointment unless it is continued by mutual consent.
- C. The composition of the Ad Hoc Subcommittees shall be one member appointed by the Postmaster and one member appointed by the local union representing the craft involved in the subject or situation to be considered. In cases where more than one union is involved in a subject or situation, each such union shall be represented on the Ad Hoc Subcommittee and the Postmaster may appoint sufficient members so that labor and management are equally represented.
 - 1. Ad Hoc Subcommittees shall meet at the call of the chairman or by mutual consent. Date, time, and place shall be determined by the chairman.
 - 2. The Postmaster shall designate the chairman of the Scheme or Ad Hoc Subcommittee.
 - 3. The Scheme Committee shall meet at the call of its chairman or by mutual consent. Date, time, and place shall be determined by the chairman.
- D. Joint Labor/Management meetings shall be held on the second Wednesday of each month. A meeting may be cancelled or postponed by mutual agreement of the parties to this agreement. Each party agrees that any agreement at these meetings shall be reduced to writing with both parties receiving a copy of any agreement. Copies of the minutes of all Labor/Management meetings shall be sent within five (5) calendar days to the President and the Craft Directors, Springfield Area Local, APWU.

(continued Item # 23)

- E. The unions will submit agendas for Local Labor/Management Committee meetings at least one (1) calendar week prior to the meeting. Agenda items shall be sufficiently well explained and documented that investigation may readily be made of the matter raised. If any item is not readily understood, the item in question will be explained to the person investigating the agenda item (to management), by the President of APWU or respective Craft Director of craft involved.
- F. At the Christmas Labor/Management meeting the union will be informed as to what time all clerk craft employees will be permitted to leave on Christmas Eve and New Year's Eve.

ITEM #24

TRANSPORTATION BETWEEN STATIONS

ALL CRAFTS (BMC, P&DC, Springfield Post Office)

- A. Employees who are requested by management to travel from one unit of the Post Office to another:
 - 1. Be furnished transportation (i.e., bus, government vehicle or POA with mileage as authorized).
 - 2. Be allowed necessary travel time on-the-clock to make the trip.
 - 3. Employees will be protected under the provisions of the Federal Tort Claim Act.

ITEM #25

DISTRIBUTION OF SALARY CHECKS

ALL CRAFTS (BMC, P&DC, Springfield Post Office)

- A. Salary checks, if received on time, will be distributed to employees, who are not scheduled on Friday, at the end of their tour on Thursday.

ITEM #26

SAFETY AND HEALTH

ALL CRAFTS (BMC, P&DC, Springfield Post Office)

- A. The parties to this agreement recognize the importance of good housekeeping in maintaining safe and efficient postal operations. To this end, the Postmaster agrees to maintain the postal plant and equipment in a safe and sanitary condition in accordance with the provisions of applicable regulations. Light meter readings shall be taken periodically by the Safety representative and APWU designee. If light is not adequate, the lights shall be cleaned and replaced and another reading made and report given to the APWU President.

(continued Item # 26)

- B. Local Management further agrees to take such practical measures as are within its authority to maintain comfortable temperatures in local Postal facilities at all seasons of the year. The APWU pledges cooperation and assistance in achieving and maintaining these goals.
 - 1. The air-conditioning of the Springfield, MA Postal facilities shall be checked and in working order by April 1" of each year of this agreement. The air conditioning units shall be turned on as weather conditions warrant; no set date or time shall be established by the Postmaster.
 - 2. Whenever temperatures rise to ninety degrees for a two-hour period, the Tour Superintendent shall give consideration to an additional work break of ten minutes.
- C. Management will not require employees to operate any equipment not in a safe operating condition. An employee shall report equipment he/she believes to be unsafe to his/her supervisor who will determine whether or not the equipment may be safely used.
 - 1. When a supervisor orders an employee to operate equipment, management accepts responsibility for the operation of the equipment.
- D. A Joint Labor/Management Safety and Health Committee shall be established under the provisions of Article 14, Section 4 of the 1994 National Agreement. The Safety and Health Committee shall meet at the call of the chairman, but not less frequently than one each month. Meetings shall be on official time under the conditions set forth in Article 14, Section 7 of the 1994 National Agreement. One (1) APWU Safety and Health Representative or his designee and three (3) Craft Technicians shall be allowed to attend these meetings on official time.
- E. Copies of the minutes of all Safety and Health and 1767 Committee Meetings shall be sent to the President, the Craft Directors and Committee Members of the Springfield Area Local, APWU.

ADDITIONAL SECTION FOR MAINTENANCE CRAFT (BMC, P&DC, Springfield Post Office

- A. Training of maintenance craft employees will be conducted according to the P-23 Handbook, Orientation and Craft Skill Training. This handbook provides for training in position skills and it extensively covers safety training with emphasis on the individual hazards of each position.
- B. When employees of the maintenance craft participate in safety training sessions, the meetings shall be held on official time.

ITEM #27

UNION OFFICERS AND STEWARDS

ALL CRAFTS (BMC, P&DC, Springfield Post Office)

- A. Representatives of the Springfield, MA Area Local of the APWU shall be permitted to enter Postal premises under the jurisdiction of the Springfield, MA Postmaster.
- B. Elected Union Officers and Stewards may apply through their supervisors for annual leave or LWOP to attend union activities.
- C. When business conditions prohibit the immediate release of a steward so that he/she may exercise the rights granted him/her by Article 17, Section 3 of the 1994 National Agreement, it shall be the responsibility of the supervisor involved to inform the steward when his/her services may be spared to perform his/her steward's duties,

ITEM #28

PART-TIME FLEXIBLE CLERKS

CLERK CRAFT (BMC, P&DC, Springfield Post Office)

- A. When part-time flexible clerks are detailed to assignments other than what is considered a normal distribution position, the APWU will be consulted within three (3) working days of the effective date of the details. Seniority shall be considered.
- B. Senior part-time flexible clerks shall be given their choice of available days off in the unit (unit means building, tour, skills and schemes) to which they are assigned in accordance with their standing on the clerical seniority list.

The choice of available days off must be updated on a quarterly basis. A copy of such an updated list shall be given to the Union.

- 2. To the extent possible, seniority of qualified part-time employees will be considered for work assignment purposes.
- C. Whenever it becomes necessary to assign part-time clerks to regular schedule of employment outside the part-time clerk pool, other than window assignments, the senior qualifying part-time clerk not already on such a regular schedule shall be offered the assignment. The assignment will be announced in the Order Book and will be awarded as above.

(continued Item # 28)

1. Part-time employees' schedules must be posted Wednesday prior to the scheduled week of their employment. Copies of all such posting must be given to the Union.
- D. Part-time employees shall not ordinarily be used to work in Finance. Part-time employees can be used at the stations and for registry work for short-term periods such as vacations, sick leave and/or vacant positions awaiting bid.
- E. Part-time employees will, to the extent possible, be given preference over casuals for assignment on tour. The PTF's skills, schemes, and management's plans for the later use of the PTF's during the course of the tour will be a determining factor in the practicality of assigning a PTF over a casual.

ITEM #29

MISCELLANEOUS

ALL CRAFTS (BMC, P&DC, Springfield Post Office)

A. INSPECTION OF OFFICIAL PERSONNEL FOLDERS

1. An employee may inspect his/her Official Personnel Folder through ***Lite Blue on the internet or contact HRSSC and request a copy (1-877-477-3273).***

B. POLICY ON DISCIPLINE

1. The Postmaster shall remove from each employee's Official Personnel Folder the following:
 - a. Any Letters of Warning after two (2) years (or shorter period as the Postmaster shall determine).
 - b. All other disciplinary actions after two (2) years.

No disciplinary action shall be imposed until after a Step 2 decision has been rendered. The Step 2 discussion must occur within ten (10) days of the date of the notice of action.

(continued Item # 29)

C. PROBATIONARY PERIOD

The Postmaster will comply with Article 12, Section, 1 of the National Agreement with respect to probationary period. The employee, the President, and the appropriate Craft Director of the APWU must be given written notice when:

Employer deems probationer's progress has been unsatisfactory.

2, Employee is given notice of intent to separate by reason of scheme failure.

- D. The Employer shall send a certified letter to an employee at least thirty (3) days prior to termination of health benefit plan notifying them to their right to continue the plan on their own.

ITEM #30

GENERAL

MVS/MAINTENANCE (BMC, P&DC, Springfield Post Office)

All work units identified in this Local Agreement may be renegotiated as a result of technological, mechanization or other mail processing changes.

CLERK CRAFT (BMC, P&DC, Springfield Post Office)

All work units identified in this Local Agreement may be renegotiated or added to as a result of technological, mechanization or other mail processing changes ONLY under the following conditions:

- A, A new facility, station, branch, annex, etc, shall mean a new 14-day period for local negotiations. Only the sections affected in Items #4, 13, 14 and 18 may be mutual agreement be changed.
- B. In the event of new technology, mechanization, etc, new sections may be by mutual agreement, added to Items #4, 13, 14 and 18.
- C. Any disputes under A or B of this section may be appealed directly to arbitration by the Union.

New language has been added in bold print and italics

in accordance with the ground rules that were previously agreed to, the effective date for all changes will be December 12, 2016.

IN WITNESS WHEREOF:

BY

UNITED STATES POSTAL SERVICE

Duane Lariviere
Plant Manager
Springfield, MA 01152-9997

12/16/16

Date

AMERICA POSTAL WORKERS UNION (APWU)



Chris Morrison
President
Springfield Area Local #497

12/16/16

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