

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**UNITED STATES POSTAL SERVICE
WASHINGTON COURT HOUSE, OHIO**

AND

**AMERICAN POSTAL WORKERS UNION
AFL-CIO
COLUMBUS OHIO AREA LOCAL #232**

November 21, 2010 - November 20, 2015

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Item 1 - Additional or longer wash-up periods.

The employer shall grant a reasonable amount of wash-up time to employees who perform dirty work.

Item 2 - The establishment of a regular work week of five (5) days with fixed days off.

All Clerks will have fixed 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.

ARTICLE 14
SAFETY AND HEALTH

(Art. 30, Item 3) CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

The APWU Head will be so advised.

Reasonable consideration shall be given, but not limited to, such conditions as:

1. The safety and health of the employees.
2. Civil Disorders
3. Acts of God
4. Hazardous weather conditions.
5. Advice of local authorities

Postal operations will not be curtailed or terminated at the Post Office unless the Installation Head determines the local conditions so warrant. The orders of local authorities will be considered in determining the extent to which the United States Postal Service will be curtailed.

Management shall notify the employees at the earliest possible time of curtailment or termination of postal operations. Such notification will be by available public media, such as radio or television.

In those instances where operations are curtailed or terminated as set forth above, the employer shall apply the current leave policy.

Management will notify employees via P.A. announcement prior to the end of their tour of any known local weather hazards.

Unscheduled leave used due to inclement weather will not be held against an employee for disciplinary purposes provided the absence is shown to be justified and acceptably documented, or substantiated.

Inclement weather shall be considered as level 3 snow emergencies, tornadoes, floods, and acts of God that directly affect the employee's geographic residential area. Each situation will be reviewed on a case by case basis, including delays in reporting due to level 2 snow emergencies.

Item 3 (Continued)

The employee is required to notify USPS in accordance with ELM procedures.

Employee safety is a prime concern for both parties. As such, if there are strong chemical fumes or if an air conditioning or furnace malfunction causes extreme high or low temperatures in the facility that may constitute a health hazard, management should make every effort in granting leave...as operational commitments.

Both parties are committed to providing employees with safe working conditions. To adhere to that commitment, the parties should agree that the building be evacuated immediately during fires or bomb threats.

Item 4 - Formulation of local leave program.

Application for selection of choice vacation periods will begin on January 2 and each clerk will be given two (2) working days to make their choice. If they fail to do so in the two (2) working days, they will be passed and given the opportunity to select when they decide, but they may not displace any person who has already made their choice.

Any employee upon requesting seven (7) days in advance will be granted one (1) day annual leave on her/his birthday. Only one (1) employee off by seniority. If an employee's birthday falls on his SDO, he/she will be excused from working overtime at the request of the employee.

Item 5 - The duration of the choice vacation period.

The duration of the choice vacation period shall be March 1 through November 30. Also the week of December 25 through January 1.

Item 6 - The determination of the beginning day of an employees vacation period.

The beginning day of an employee's vacation period shall be Monday of the week requested and end on Sunday of that following week except the week of December 25 through January 1 which will be the actual days.

Item 7 - Whether employees at their option may request two (2) selections during the choice vacation period, in units of either five (5) or 10 days.

The employee may, at their option request two (2) selections during the choice vacation period, in units of five (5) or 10 working days, the total not to exceed the 10 or 15 working days according to her/his leave bracket, as referred to in the National Agreement, as her/his first choice.

There will be a second pass of the schedule for employees to select, at their option, the remainder of their yearly earned vacation, in full week increments, up to percentages allotted.

Item 7 (Continued)

Any remaining weeks in the months of June and July, which are not selected during the first pass, will be blocked from selection during the second pass.

PTF's must have sufficient annual leave to cover their vacation period at the scheduled time or they will forfeit the period.

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

One clerk will be granted annual leave to attend National or State Conventions. Time spent will not be charged as a choice for the affected clerk.

Jury duty shall not be charged to the choice vacation period.

In all fairness to employees who are called to their civic duty to be a juror, they should not be forced to forfeit one of their allotted vacation selection. The union proposes to add the following language:

If, after the posting of the completed vacation schedule, an employee is called on for jury duty during his/her scheduled vacation period, the employee will be permitted to select another vacation period from the vacant slots left on the vacation schedule.

Item 9 - The maximum number of employees who receive leave each week during the choice vacation period.

Fifteen percent (15%) of the clerk craft complement shall be allowed annual leave of the first full week of June to the last full week of August at other times during prime time, one (1) clerk off. (Fractions of .5 or higher will be rounded up to next employee).

Item 10 - The issuance of official notices to each employee of the vacation schedule approved for him or her.

The leave schedule will be posted after all employees have made their choices after the second pass.

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

Employees will be notified of the beginning of the new year by notice posted on all employee bulletin boards, not later than November 1.

Item 12 - The procedures for submission of application for annual leave during other than choice vacation period.

Employees will personally submit properly completed P.S. Form 3971 to their supervisors no earlier than 45 days prior to the start of requested annual. The supervisor shall approve or disapprove the leave immediately if possible. If not possible, said supervisor shall sign the 3971 in the notified section and return a copy to the employee. Once notified section is signed, the supervisor shall notify the employee within 72 hours provided that the request was submitted 72 or more hours in advance. Failure to notify the employee within this stated time will be tacit approval no disciplinary action will be taken for the resultant absence.

Enough leave must be held to cover leave scheduled for vacation period. A clerk may turn back only one choice to use leave at other times. Number of weeks allowed as in National Agreement. The only way to guarantee leave is to schedule it during the choice selection.

Elective Leave

Effective the first complete pay period in January all employees within the crafts represented by the American Postal Union shall be granted one (1) day of Elective Leave for each quarter (3 month period) that such employees fail to use any hours of sick leave or leave in lieu of.

Any use of Elective Leave shall be subtracted from the employees earned Annual Leave balance. Upon request employees will be advised of the number of pay periods left to earn such leave.

Employees will not be charged with AWOL or otherwise disciplined for absenteeism for the use of Elective Leave, if the following actions are met:

1. The employees must notify management at least 48 hours prior to their scheduled reporting, advising that they will be absent on Elective Leave.
2. The employee must have the necessary Annual Leave balance to cover the Elective Leave days taken.
3. PS form 3971 will be annotated "Annual Leave" and the words "Elective Leave" entered in the remarks section.

Request for "Elective Leave" will not be denied for any reason except the following:

1. At the Washington Court House Post Office a maximum of one (1) employee will be permitted on Elective Leave at the same time.
2. Elective Leave will not be permitted during the month of December.

Elective Leave

3. Elective Leave will not be authorized on an employee's holiday or in conjunction with an employee's holiday.
4. Elective Leave will not be authorized in conjunction with employee's approved birthday leave.
5. Elective Leave shall be used in 8 hour increments.
6. Earned Elective Leave must be used during the next six (6) months period.

Item 12 (Continued)

There is nothing herein intended to replace or modify the use of Sick or Emergency Annual Leave and/or required documentation for such usage.

Item 13 - The method of selecting employees to work on a Holiday.

Section 1

The method of selecting full and part-time regular employees who have volunteered to work on a holiday or a day designated as a holiday, will be by seniority and skill required. The method of selecting full-time and part-time regular employees who have not volunteered to work on a holiday or a day designated as a holiday will be by juniority and skills required.

Section 2

Proposal: The following order will be followed for Holiday scheduling.

1. FTR's that volunteer to work on their holiday by seniority with skills required.
2. PSE's that volunteer to work by seniority.
3. PSE's that do not volunteer to work by juniority.
4. FTR that volunteer to work on their SDO during the holiday period by seniority with the skills required.
5. Non volunteer FTR's by juniority on their holiday with the skills required.
6. Non volunteer FRTR's by juniority on their SDOO during the holiday period with the skills required.

Item 14 - Whether overtime desired lists in Article VII shall be section and/or tour.

Overtime desired lists shall be posted by section and tour with the entire clerk craft being a section.

There are two overtime desired lists. One list will pertain to overtime on regularly scheduled days (BT and ET) and the other for off-day work only. Employees shall be allowed to sign one or both lists.

Item 15, 16, & 17 - Light Duty

An employee requesting light duty will be given any available work for which he or she is qualified.

Any light duty assignment shall not adversely affect any regular assigned clerk. No bumping of any regularly assigned employee.

APWU represented employees requesting or currently on limited/light duty will have priority over other employees, to APWU bargaining unit work.

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

Item 19 - The assignment of employee parking spaces.

As per applicable article in National Agreement.

Item 20 - Whether annual leave to attend Union activities requested prior to the determination of the choice vacation schedule is to be part of the total choice vacation plan.

As per Item 8 of this Local Memorandum of Understanding.

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

Bulletin Boards:

When management changes the duties of an assignment sufficiently enough that it changes the nature of the bid, the assignment should be reposted for all clerks to bid on it. When an assignment changes other than the hour allowed the assignment should be reposted for bid.

Space will be provided for APWU announcements and information.

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

When requested by the Steward the current seniority roster will be mailed to the President of the Columbus Ohio Area Local, APWU, any changes or corrections made during the year will be mailed to the Local President within 10 days of such changes or corrections.

All vacant job bids will be posted for a period of seven (7) consecutive days. The successful bidder will be placed in the new assignment within 14 days, except in the month of December.



09/20/2011

Steve,

This is acceptable to me.

A handwritten signature in black ink, appearing to read 'Matthew A. Doherty'.

Matthew A. Doherty
Postmaster
129 W. Market Street
Washington OH, OH 43160-9998