

MEMORANDUM OF UNDERSTANDING
BETWEEN

UNITED STATES POSTAL SERVICE
BREMEN, OHIO

AND

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

November 7, 2016 - September 20, 2018

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The following items have been negotiated in accordance with Article 30 of the National Agreement.

Definitions: Employee - person employed by the USPS and represented by the APWU.

Item 1 - Additional or longer wash-up periods.

Each employee shall be permitted a reasonable amount of wash-up time when performing dirty work or when working with toxic materials.

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

The regular workweek of five (5) days for a full-time regular employee will be 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.

The decision for curtailment or termination of postal operations to conform to the order of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail Postal operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

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 District Manager 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.

Item 3 (continued)

Management will notify employees 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.

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 allow.

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 choice vacation period will be made by January 31.

Ties will be granted in order of seniority.

Any employee upon requesting 7 days in advance will be granted 1 day annual leave on her/his birthday. Only 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 except the period of rural carrier counts.

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

The beginning day of the employees vacation period shall be negotiated between the employee and his/her supervisor.

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

As per Article 10, of National Collective Bargaining Agreement.

Item 7 (continued)

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

One APWU representative shall be granted leave to attend National and State Conventions. Such leave shall be charged to the choice vacation period but not as a choice.

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

One (1) craft employee may be absent on annual leave at anytime during the choice vacation.

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

The placement of an employees leave on the vacation calendar will be considered official notification. Leave will be posted after the second pass.

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

Employees will be notified of the new leave year, by a notice posted on the bulletin boards no later than November 1, prior to the beginning of the new leave year.

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

Application for annual leave will be considered on a first come / first served basis.

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

Does not apply this time.

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

By section and tour.

Item 15, 16, & 17 - Light Duty.

An effort will be made to give ill or injured employees an opportunity to work light duty. Assignments may be less than eight (8) hours, the schedule may be different from the previous duty assignment and the assignment will not be detrimental to bid assignments.

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.

The clerks are all once section.

Item 19 - The assignment of employee parking spaces.

Parking in excess of USPS needs will be available on a first come first serve basis.

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.

Leave used to attend union functions will be part of the choice vacation plan.

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

Bulletin Boards:

At least one (1) bulletin board will be provided for APWU announcements and information.

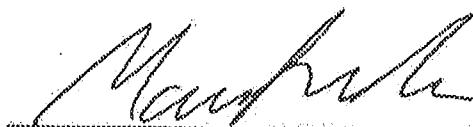
When management changes the duties of an assignment sufficiently enough that it changes the nature of the bid, the assignment should be reposted for all clerks to bid on it. When an assignment changes other than the hour allowed the assignment should be reposted for bid.

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

A copy of the seniority roster will be provided to the local union president, upon request.

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

This Memorandum of Understanding is entered into on October 28, 2016 at Bremen, Ohio, between the representatives of the United States Postal Service, and the designated agent of the American Postal Workers Union, pursuant to the Local Implementation Provision of the National Agreement.



For the United States Postal Service

10/28/16

Date



For the American Postal Workers Union

Oct 28, 2016

Date