

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE
DELAWARE, OHIO

AND

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

November 7, 2016 - September 20, 2018

TABLE OF CONTENTS

| <u>TITLE</u> | <u>PAGE</u> |
|--|-------------|
| Definitions | 4 |
| Item 1. Wash-up time | 4 |
| Item 2. The establishment of a regular work week of 5 days with either fixed or rotating days off | 4 |
| Item 3. Curtailment or termination of postal operations | 4 |
| Item 4. Formulation of local leave program | 4 |
| Item 5. Vacation Leave | 5 |
| Item 6. The determination of the beginning day of an employees vacation period | 5 |
| Item 7. Whether employees at their option may request 2 selections during the choice vacation period in units of either 5 or 10 days or 1 selection of 15 days | 5 |
| Item 8. Whether Jury duty and attendance at the national or state conventions shall be charged to the choice vacation period | 5 |
| Item 9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period | 5 |
| Item 10. The issuance of official notices to each employee of the vacation schedule approved for such employee | 5 |
| Item 11. Determination of the date and means of notifying employees of the beginning of the new leave year | 6 |
| Item 12. The procedure for submission of application for annual leave during other than the choice vacation period | 6 |
| Item 13. The method of selecting employees to work the holiday | 7 |
| Item 14. Whether "overtime desired" lists in Article 8 shall be by section and/or tour | 7 |
| Items 15. 16. & 17. Light duty | 7 |

| | |
|---|---|
| Item 18. Principles of seniority, posting, and reassignments | 8 |
| Item 19. Parking | 8 |
| Item 20. Vacation leave | 8 |
| Item 21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement | 8 |
| Item 22. Seniority, reassignments and posting | 8 |
| Signature page | 9 |

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 APWU employee will be permitted a reasonable amount of wash-up time prior to OL and ET when performing dirty work, or when working with or handling toxic or hazardous matter.

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

The regular work week of 5 days for a full time regular will be with 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 parties recognize that the Postal Service is the most vital part of the communications machinery of the USA and that historically this post office has provided this service to the public without interruptions; therefore, as a matter of policy postal operations will not be terminated at the post office unless the Postmaster determines that the conditions so warrant.

Reasonable consideration shall be given to 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 officials.

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

Item 4 - Formulation of local leave program.

Application for selection of choice vacation periods will begin on January 2, each clerk will be given two working days to make their choice. If they fail to do so in the two 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 request fourteen days in advance will be granted one day of annual leave on their birthday. Only one employee off by seniority.

Item 5 - The duration of the choice vacation period.

The duration of the choice vacation period will be February 15, through November 30 of each calendar year. In addition, the week of December 25 through January 1 will also be choice vacation period.

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, [M-Sun] unless otherwise agreed upon by the employee and management.

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

Employees at their option, may request either one [1] selection of fifteen [15] consecutive days, or two [2] selections of either, five [5] or ten [10] days as a first choice during the choice vacation period pursuant to Article 10 Section 3D of the National Agreement. 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. 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.

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

Jury duty and attendance at National and State Conventions when known prior to posting the vacation schedule shall be charged to the choice vacation period. The leave for National and State Conventions shall be blocked off to insure delegates may be granted leave in accordance with the National Agreement.

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

14 % of the Clerk Craft compliment will be allowed off during the choice vacation period. Fractions of .5 and above will be rounded up to the next employee.

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

Requests for choice vacation periods will be submitted using PS Form 3971 in duplicate, a copy of the 3971 will be returned to the employee. The vacation leave schedule will be completed and posted by Feb. 15.

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 beginning of the new leave year by notice posted on the employee bulletin boards, not later than November 1st.

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

1. Annual leave other than during the choice vacation period will be granted on a first come first served basis.
2. All requests for leave will be given individual consideration.
3. All effort shall be made to grant day to day leave to employees applying in advance.
4. Application for annual leave during other than the choice vacation period will be made on PS Form 3971. The employee requesting leave shall fill out the Form 3971 in **triplicate** and submit them to the immediate supervisor who shall immediately sign and date them in the "signature of supervisor notified" section and return at once to the employee as proof as receipt. The reason for disapproval of any request for annual leave must be indicated to the employee in writing, by the disapproving supervisor, on the PS Form 3971.
5. Failure to notify the employee within 72 hours from the time the 3971 was submitted will be considered tacit approval and the employee will not be disciplined for taking the leave.

ELECTIVE LEAVE.

Effective the first complete pay period January 2006 all employees within the crafts represented by the American Postal Workers Union shall be granted one (1) day of Elective Leave for each six 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 to 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:

- a) The employee must notify management at least 48 hours prior to their scheduled reporting, advising that they will be absent on Elective Leave.
- b) The employee must have the necessary Annual Leave balance to cover the Elective Leave days taken.

- c) 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 Delaware Post Office a maximum of one employee will be permitted on Elective Leave at the same time.
2. Elective Leave will not be permitted during the month of December.
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 eight-hour increments.
6. Earned Elective Leave must be used during the next six-month period.

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.

The following order will be used 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's that volunteer to work on their SDO by juniority on their holiday with the skills required.
5. Non volunteer FTR's by juniority on their SDO during the holiday period with the skills required.
6. Non volunteer FTR's by juniority on their holiday with the skills required.

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

The overtime desired list will be administered by section and tour by skills.

Item 15, 16, & 17 - Light Duty.

An employee requesting light duty will be given any available work for which he or she is qualified to the maximum extent possible.

Any light duty assignment shall not adversely affect any regular assigned clerk.

No bumping of any regularly assigned clerks.

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 entire clerk craft will be considered as a section in the event of excessing of positions.

Item 19 - The assignment of employee parking spaces.

Parking spaces in excess of USPS needs will be on a first serve 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.

Annual leave or LWOP to attend Union activities prior to the granting of choice vacation period will be counted in the percentage provided for in Item 9 of the memorandum.

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

Bulletin Boards:

One bulletin board will be provided for the APWU exclusively to display Union information.

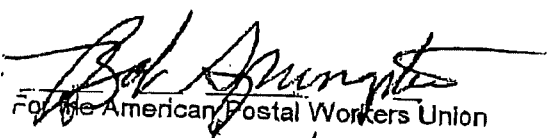
Item 22 - Local implementation of this Agreement relating to seniority, reassignments and posting.

Management will follow the National Agreement on all matters affecting reassignments, seniority and postings.

This Memorandum of Understanding is entered into on 10/30/16 (date)
at Delaware 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

10/30/2016
Date


For the American Postal Workers Union

10/30/16
Date