

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE  
GAMBIER, 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 APWU employee will be permitted a reasonable amount of wash-up time prior to OL and ET when performing dirty work or when working/exposed to toxic or hazardous materials.

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

The regular work week will be five (5) days for a full-time regular with fixed days off.

Work schedules for PTF employees shall be completed and posted by Wednesday preceding that workweek. Voluntary changes may be made with the approval of management. Employees will be notified if management makes changes to the posted schedule.

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. The APWU steward will be so advised, if possible.

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.

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

Management will notify employees of weather warnings and hazards, when known, during their tour.

Item 4 - Formulation of local leave program.

Applications 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 request fourteen (14) days in advance will be granted one (1) day annual leave on her/his birthday. Only one (1) employee off by seniority.

At least one (1) clerk will be allowed off on AL at anytime outside of the choice vacation period.

Item 5 - The duration of the choice vacation period.

The duration of the choice vacation will be March 1 through the last full week in November.

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).

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.

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.

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

At least one (1) APWU representative will be granted leave to attend National or State Conventions. The leave will not be charged as a choice in the vacation period.

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

Fifteen percent (15%) 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.

The vacation leave schedule will be completed and posted no later than February 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 a notice posted on the bulletin boards no later than November 1.

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

- A. Annual leave other than during the choice vacation period will be granted on first-come first-served basis.
- B. All requests for leave will be given individual consideration.
- C. All effort shall be made to grant day to day leave to employees applying in advance.
- D. 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 of 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.
- E. Failure to notify the employee within 48 hours (of approval/disapproval of leave) from time 3971 was submitted will be considered tacit approval and the employee will not be disciplined for taking the leave.

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.

Item 13 (continued)

## Section 2

The following sequence for Holiday scheduling will apply:

1. FTR volunteers on their Holiday with skills required.
2. FTR volunteers on their SDO where that day is a Holiday or designated Holiday for other clerks and has skills required.
3. All PSE's to the maximum extent possible even if OT is required.
4. All PTF's to the maximum extent possible even if OT is required.
5. FTR non-volunteers on their Holiday with skills required.
6. FRT non-volunteers on their SDO with 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 with 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.

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

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.

Management will provide adequate parking for employees.

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.

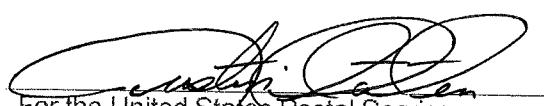
AL or LWOP to attend union activities will not be charged to the choice vacation period.

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

Bulletin Boards:

One (1) bulletin board will be provided (at least 2'x3') for the APWU exclusively, to display union information on within the installation.

This Memorandum of Understanding is entered into on November 1, 2016 at Gambier, 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

11-1-2016

Date



For the American Postal Workers Union

11-1-2016

Date