

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE
MT. VERNON 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.

Any employee should be granted such time as is reasonable and necessary for washing up after performing dirty work and/or handling toxic matter.

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

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

Work schedules for PTF employees shall be completed and posted by Wednesday preceding that service week. Voluntary changes may be made by the employee(s) with the approval of management and as the work load demands.

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 important and vital part of the communications machinery of the United States 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 this Post Office unless the Postmaster determines that the conditions so warrant. The Columbus Ohio Area Local President of the APWU AFL-CIO will be so notified.

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 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 television or radio.

Item 4 - Formulation of local leave program.

When an employee applies for leave on the same day that he/she desires to take the leave and cannot be immediately notified of approval or disapproval, he/she should be notified no later than one (1) hour in advance of the requested departure time.

The reason for disapproval of a request for annual leave will be indicated in writing of PS Form 3971 to the employee, by the disapproving supervisor.

An employee, upon notice of two (2) weeks in advance, may be granted one (1) day annual leave on his/her birthday or anniversary, providing it does not bump anyone from their vacation period, or cause overtime work for another employee.

Item 5 - The duration of the choice vacation period.

The duration of the choice vacation period shall be from January 2 thorough the last week starting in November.

Application for the selection of choice vacation periods will begin on January 2 of each year. Each employee will submit that request on PS Form 3971 in duplicate by the date of January 12.

Assignment of vacation periods will be by seniority, and shall be posted and completed by January 19 of each year.

Item 6 - The determination of the beginning day of an employee's vacation period.

The beginning day of the employee's vacation period shall be the Monday of the week requested and end on Sunday of that week .

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.

Jury duty, National, State, or Regional conventions shall not be charged to the choice vacation period. The affected employee shall be given an alternate vacation choice, provided this does not deprive any other employee of their first choice.

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

Of those who apply, vacation will be granted to the following percent of the employees during each week of the choice vacation period. Up to 17% from Memorial Day week in May through Labor Day week in September (excluding the 3rd full week in June to the 3rd full week in August, which shall be up to 19% up to 14% for all other periods.

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

The employee's signed PS Form 3971 with the appropriate approval shall be the official notice to each employee of the vacation schedule approved for each employee.

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 notice posted on the bulletin board and official order book no later than November 1 of each year..

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

Application for annual leave during other than the choice vacation period will be made on PS Form 3971, which will be signed and returned within 48 hours. This leave is on first come/first serve basis. Failure to inform the employee within the stated time period will be considered by the employee as tacit approval, and disciplinary action for the resultant absence will not be taken. The employee requesting leave shall fill out form 3971 in triplicate and hand 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.

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

The method of selecting full-time regular employees who have volunteered to work on a holiday or designated holiday, shall be by seniority. Full-time regular employees who do not volunteer will be designated by juniority, on a rotating basis, after regulars have a chance to volunteer to work their off day, providing their day off falls on the holiday or designated holiday.

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

Overtime desired list shall be posted quarterly and used to the maximum extent possible.

Employees will be given a one (1) hour notice of overtime except in the case of a situation which may be beyond the reasonable control of management.

After the overtime list has been exhausted and additional employees are still needed to work overtime, volunteers shall be used to the fullest extent before ordering mandatory overtime.

Item 15, 16, & 17 - Light duty

The installation head shall show the greatest consideration for full-time regular or part-time flexible employees requiring light duty or other assignments giving each request careful consideration.

Temporary light duty assignments will be no more than thirty (30) calendar days in duration, at that time re-evaluation will be made.

Provided there are no exceptional additional costs to the Postal Service, consideration will be given to assigning the employee to light duty work within his/her usual assignment with no detriment to a regular 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 shall be considered as a section in the event of excessing of positions, craft seniority shall prevail.

Item 19 - The assignment of employee parking spaces.

Management will provide employees with sufficient parking..

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.

Due to the fact that the Union does not know the dates of Union activities, it will not be determined with choice vacation time.

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

All vacant bid jobs will be posted for a period of ten (10) consecutive days.

The successful bidder will be placed in his/her new assignment within ten (10) days, except in the month of December.

A 25% change in the duty assignment will cause the duty assignment to be re-posted if requested by the incumbent.

The parties recognize the telephones are for official use of the USPS, however, the employer at the local level shall establish a policy for the use of telephones by the designated Union Representative for legitimate business related to the administration of the National Agreement, subject to sound business judgment and practices.

If there is no steward on site, the Postmaster or his/her designee shall call the APWU/COAL office for employee representation, when an employee requests to talk to a steward.

Item 21 (continued)

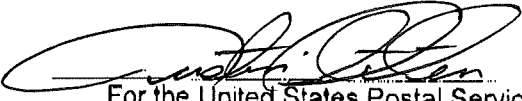
Bulletin Boards

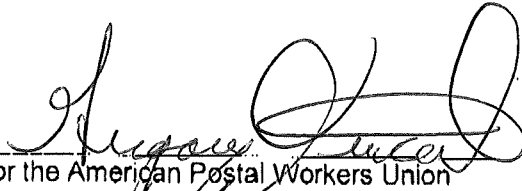
One (1) bulletin board will be provided for the APWU exclusively, to display Union information on within the installation.

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

The current seniority roster shall be mailed to the President of the Columbus Ohio Area Local of the APWU AFL-CIO, the first week in January each year and updated during the year as any changes are made. To also be posted at facility.

This Memorandum of Understanding is entered into on November 1, 2016 at Mt. Vernon, Ohio between the representatives of the United States Postal Service, and 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
11/1/16
Date