

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE
NEW ALBANY, 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 workweek of five (5) days for a full-time employee 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. 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.

The district C.O.O.P. will be followed and posted.

Item 4 - Formulation of local leave program.

Any employee upon requesting 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.

Applications for selection of choice vacation periods will begin on or about January 2 and each clerk will have 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.

The duration of the choice vacation period will be February 1 through the last full week in October of each calendar year except rural count which is usually in February.

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 following week. (M.-Sun.) unless otherwise agreed upon by the employee and management.

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.

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.

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. This shall not affect any other employees previously made choice.

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

Seventeen percent (17%) of the Clerk Craft compliment will be allowed off for scheduled vacation 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 in writing 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 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 72 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 leave.

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

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.

The following sequence for holiday scheduling will apply:

- 1. Full-time regular volunteers on their holiday with skills required.
- 2. Full-time regular 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 overtime is required.
- 4. All PTF's to the maximum extent possible even if overtime is required.
- 5. Full-time non-volunteers with skills required on their holiday.
- 6. Full-time non-volunteers with skills required on their SDO.

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

Shall be by section and tour. 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/she is qualified for. Light duty assignments shall not adversely affect any regularly assigned clerk. (No bumping of any regularly assigned clerk).

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 entire clerk craft will be considered a section in the event of excessing of positions consistent with the provisions of Article 12 of the National Agreement.

Item 19 - The assignment of employee parking spaces.

Management will provide adequate parking at the Main Street facility upon completion.

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 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 ft. x 3 ft.) for the APWU exclusively, to display union information on, within the installation.

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, 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.

This Memorandum of Understanding is entered into on 10/30/16 at New Albany, 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

Date 10/30/16


For the American Postal Workers Union

Date 10/30/16