

ELMORE OHIO LOCAL MEMORANDUM OF UNDERSTANDING

November 21, 2010- May 20, 2015

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE AMERICAN POSTAL WORKERS UNION
ELMORE OFFICE**

AND

THE UNITED STATES POSTAL SERVICE

November 21, 2010- May 20, 2015

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ARTICLE 30

ITEM 1 WASH UP PERIOD

If needed, craft employees will be provided with a reasonable wash up period, prior to reporting to the window, and/or prior to their lunch period and end of tour.

ITEM 2 ESTABLISHMENT OF A REGULAR WORK WEEK

The parties agree to the establishment of a regular work week of five (5) days with fixed days off.

ITEM 3 CURTAILMENT OF POSTAL OPERATIONS

It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the employer to consider the curtailment of mail. In cases of such emergency conditions, the employer will, prior to making a decision to curtail the mail, take into consideration such factors as:

- A. The safety and health of its employees;
- B. The degree of emergency as stated by and acted upon by responsible governmental authorities;
- C. The discovery of explosives or possible explosives near or in the building and the notification of a bomb threat;
- D. Civil disorders;
- E. Acts of God;
- F. The dropping of the inside temperature below 50 degrees Fahrenheit for a full hour;
- G. The raising of the inside temperature above 95 degrees Fahrenheit for a full hour;

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ITEM 3 (CONTINUED)

Prior to taking action to curtail mail or terminate postal operations due to emergency conditions, the employer will attempt to notify the union of its decision and plan of implementation. Also, management shall attempt to notify all affected employees through available media.

ITEM 4 LOCAL LEAVE PROGRAM

- A. Schedules for annual leave in the choice vacation will be posted no later than the first working day of December of the year preceding the new leave year.
- B. Selections for the scheduled vacation leave chart shall begin no later than seven days after the leave chart is posted in order of seniority. If necessary, each employee will have up to forty-eight (48) hours to hold the vacation list.
- C. There will be two rounds of bidding for choice vacation time. Round two will start no later than three days after round one is completed.
- D. 1. Any person desiring to cancel scheduled annual leave, he/she must cancel at least fourteen days prior to such annual leave. Otherwise, the leave must be taken as scheduled. If notice of cancellation is given, the weeks canceled shall be posted for bid within that section. The new vacant week(s) shall be filled by seniority beginning with the employee junior to the canceling employee.

2. If an employee gives timely notification of the intent to cancel annual leave and the employee then wishes to use only part of the original week(s) signed for, the employee must request said time as incidental annual leave. Management has the authority to approve or disapprove such requests for incidental annual leave.

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ITEM 4 (CONTINUED)

- E. If an employee is absent due to sickness, or other reason, then one attempt will be made to contact the absent employee by telephone, in the presence of a steward, or employee designated by the steward. There will be a 48-hour time period from the time of the telephone contact with the employee for the employee to respond. After the expiration of the timed period, the vacation list will continue. Upon the employee's return, that employee will be allowed to sign up for available time slots before the list continues.
- F. An employee called for active military reserve training during his/her scheduled choice period shall be allowed to take another equal amount of annual leave during the choice period provided the week(s) has not been signed for by another employee and provided it does not deprive any other employee of his/her first choice for scheduled vacation.
- G. Management will make every effort to grant annual leave or LWOP to APWU officers, stewards and members authorized by the executive board, to attend national and state conventions, conferences and seminars and to conduct any necessary business of the local. The officers, stewards and members will be granted their choice of either annual leave or LWOP for these meetings and/or events.
- H. After the vacation chart is completed it must be displayed in a prominent place by February 15th.

ITEM 5 DURATION OF CHOICE VACATION PERIOD

The choice vacation period shall be twenty-two (22) weeks commencing with the first Saturday in May.

ITEM 6 BEGINNING DAY OF VACATION PERIOD

For all craft employees the leave week shall be from Monday through Sunday unless otherwise agreed to by the employee and the employer.

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ITEM 7 CHOICE VACATION PERIOD SELECTION PROCEDURE

- A. Employees, full time and part time, who earn thirteen days vacation shall be granted the opportunity to sign for ten continuous days or two, five day periods. Employees who earn twenty days or twenty-six (26) days vacation shall be granted the opportunity to sign for fifteen continuous days or two periods (5 and 5 or 5 and 10).
- B. Employees who become ill while on annual leave during the choice period shall be allowed to have another available selection during the choice period.
- C. Requests for additional selections during the choice vacation period, after the vacation list is completed, will not be unreasonably denied, providing there are available weeks. Requests for such leave may only be made after the vacation schedule has been posted by February 15th, as provided for in Item 4.G of this local memorandum of understanding.

ITEM 8 JURY DUTY

- A. Annual leave or leave without pay granted to employees to attend national, state or regional APWU conventions shall not be charged to the choice vacation period.
- B. Clerks on jury duty during the choice period shall be eligible for another available period within the choice vacation period.

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ITEM 9 MAXIMUM NUMBER OF SLOTS DURING PRIME TIME

- A. There shall be one employee allowed off each week during the choice vacation period.
- B. Subject to the needs of the service, management will make every effort to allow an additional employee off during the choice vacation period.

ITEM 10 PS FORM 3971 OFFICIAL NOTICE

The employee's signature on the vacation list shall be the official notice to each employee of the vacation schedule approved for such employee.

ITEM 11 BEGINNING OF THE NEW LEAVE YEAR

Proposal: To keep the existing language and to replace the existing chart with the new one as in the 2000 CBR.

LEAVE YEAR	BEGINS PAY PERIOD	ENDS PAY PERIOD
2012	January 14, 2012	January 11, 2013
2013	January 12, 2013	January 10, 2014
2014	January 11, 2014	January 09, 2015
2015	January 10, 2015	January 08, 2016
2016	January 09, 2016	January 07, 2017

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ITEM 12 INCIDENTAL ANNUAL LEAVE

- A. During the year outside of the choice vacation period one employee in any leave section shall be allowed to use the remainder of their accrued annual leave (3 days, 5 days or 11 days) on a seniority basis. The intent of this clause is to allow employees to be able to use the leave they earn rather than being forced to "bank" it.
- B. All incidental leave requested must be submitted to the supervisor on PS Form 3971 in duplicate, the supervisor must sign and date the PS Form 3971 in the box "signature of supervisor and date notified." The supervisor shall, within forty-eight (48) hours, grant or deny such requests. Failure to notify the employee within the forty-eight (48) hour period will be considered by the employee as tacit approval.
- C. The supervisor will indicate numerically the order of receipt of PS Forms 3971 for employees requesting identical days.

ITEM 13

HOLIDAY SCHEDULING

The method of selecting employees to work on the holiday.

Proposal: To keep the existing pecking order but clean up categories of non-existent employees and/or simplify SDO and holiday language.

Reference: Article 11- Holidays

- A. Volunteers- full time regular schedule employees by seniority
 - 1. whose regular schedule includes that day.
(8 hours guarantee for full-time regulars)
 - 2. whose regular schedule does not include that day (SDO)
(8 hours guarantee for full-time regulars)
- B. All PTF 's – even if overtime is necessary
- C. All PSE's - even if overtime is necessary (if applicable)
- D. Non-Volunteers:

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ITEM 13 (CONTINUED)

1. Full time regular employees on their holiday or designated holiday by inverse seniority
2. Full time regular employees on their SDO's by inverse seniority
- F. The Postmaster will provide a copy of their holiday schedule to the union

ITEM 14 OVERTIME DESIRED LIST

- A. The "Overtime Desired List" shall be by office.
- B. Management will make every effort to notify employees of overtime at the earliest possible time. Consideration will be given to excusing employees, whether on or off duty, from overtime who experience non-recurring situations as defined in Article 8, Section 5.E.
- C. Sections for the overtime desired list shall be as follows:
 1. Distribution and/or distribution window clerks
 2. Maintenance
- D. The postmaster shall provide a copy of the overtime desired list to the union.

ITEM 15 LIGHT DUTY ASSIGNMENTS

If the need arises there will be one light duty (temporary or permanent) assignment reserved for APWU crafts.

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ITEM 16 METHODS USED IN RESERVING LIGHT DUTY ASSIGNMENTS

A. The following considerations shall be given in effecting temporary/permanent light duty assignments, in accordance with contractual provisions:

1. Modifying existing assignment.
2. Modification of hours of the employee's regular duty assignment.
3. Reassignment to another craft, only after consultation with the union representing the gaining craft.

Employees shall be considered for assignment to temporary/permanent light duty assignments they are capable of performing consistent with medically defined work limitations/tolerances.

- B. No employee outside of APWU craft shall be assigned a temporary/permanent light duty position within the APWU craft to the detriment of any APWU employee.
- C. The greatest consideration shall be given to those full or part-time employees requesting a permanent light duty assignment.
- D. Every effort shall be made to first reassign the requesting employee within the employee's present craft or occupational group.
- E. Reasonable accommodations shall be considered in effecting these assignments.

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ITEM 17 LIGHT DUTY ASSIGNMENTS

The following areas shall be considered for light duty assignments, taking into consideration physical limitations and assignment availability. This includes, but is not limited to the following areas:

1. Pinks (PS Forms 3579)
2. Accountable notices (PS Forms 3849)
3. Casing mail
4. Patchwork
5. Answering phones and other related secretarial duties
6. Nixies
7. Custodial services

ITEM 18 REASSIGNMENTS WITHIN AN INSTALLATION

Assignments comprising a section when it is proposed to reassign within an installation, employees excess to the needs of a section according to craft articles:

1. Distribution and/or distribution window clerks
2. Custodial Services

ITEM 19 EMPLOYEE PARKING SPACES

Should adequate parking exist, employees shall be permitted to park on the premises, on a first come, first serve basis.

ITEM 20 UNION ACTIVITIES

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

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ITEM 21 LABOR / MANAGEMENT MEETINGS

- A. Labor management meetings will be held upon the request of either the APWU or management. Agenda items shall be submitted seventy-two (72) hours in advance by the APWU and management.
- B. One union designated representative shall be on the clock, providing the time spent at such meetings is a part of the employee's scheduled work day.

ITEM 22 POSTING OF BIDS

A. Posting of Bids:

Bids will be posted for seven calendar days except for the month of December. The successful bidder must be placed in the assignment within the time period as follows:

- 1. Clerk craft – ten calendar days
- 2. Maintenance craft – fourteen calendar days

B. Posting of Bids in the Clerk Craft

The union's president shall be notified by a typed, signed document of any changes as soon as management becomes aware of said changes. The following conditions shall warrant the posting of a bid.

- 1. A change of more than one hour in the original starting time of the bid.
- 2. A 51% change in duties.
- 3. Changes in physical location.
- 4. Additions or deletion of an accountability.

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This memorandum of Understanding constitutes full agreement between the United States Postal Service In Elmore, Ohio and the Toledo Ohio Area Local of the American Postal Workers Union, AFL-CIO and is entered into as SEPT 28 2011.

This agreement is entered into pursuant to the terms of Article 30 of the 2010 Collective Bargaining Agreement, between the U.S. Postal Service and the American Postal Workers Union, AFL-CIO.

Authorized Representatives,

U.S. Postal Service

Elmore, Ohio ⁴³⁴¹⁶ -9998

Catherine Garcia

Catherine Garcia, Postmaster

Authorized Representatives,

Toledo Ohio Area Local

APWU, AFL-CIO

Arnie Cowell

Arnie Cowell, President