

Fremont Ohio LOCAL MEMORANDUM OF UNDERSTANDING

November 21, 2010- May 20, 2015

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE AMERICAN POSTAL WORKERS UNION**

Fremont, Ohio Office

AND

THE UNITED STATES POSTAL SERVICE

November 21, 2010- May 20, 2015

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ARTICLE 30

ITEM 1 WASH UP PERIOD

Additional or longer wash-up periods.

Reference: Article 8 - Hours of work

If needed, 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 WORKWEEK

The establishment of a regular workweek of five days with either fixed or rotating days off.

Reference: Article 8 - Hours of Work

A. The regular workweek for employees will consist of five days with fixed SDO's, with the exception of the T-6 position. This may be amended with the mutual consent of the parties.

B. Management shall afford the local president or designee the opportunity for input prior to reverting, abolishing or reposting any basic workweek schedule.

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ITEM 3 CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

Guidelines for the curtailment or termination of postal operations to conform to order of local authorities or as local conditions warrant because of emergency conditions.

Reference: Article 14 - Safety and Health

It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the employer to consider the curtailment of postal operations. In cases of such emergency conditions, the employer will, prior to making a decision to curtail postal operations, 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. Threats of terrorist acts (including, but not limited to, the use of biological or chemical agents, explosives, or bomb threats) against the installations (or employees);
- 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;

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

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ITEM 4 FORMULATION OF LOCAL LEAVE PROGRAM

Reference: Article 10 - Leave

- 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 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 vacation time. Round one will be for selections in choice vacation period only. Round two will be for selections outside of choice as well as in the choice vacation period. 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 **ten 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 three calendar days, and anyone absent will have one attempt to contact them per language in Item 4.E. of this LMOU.
 - 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.
- 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.

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ITEM 4 (CONTINUED)

- F. An employee called for active military reserve training during his/her scheduled choice vacation 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. The maintenance employee(s) vacation schedule will be separate from the clerk craft. Nothing in the preceding sections shall preclude the maintenance employee(s) from scheduling vacation concurrent with the clerk craft.
- H. 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.
- I. After the vacation chart is completed it must be displayed in a prominent place upon completion, but no later than February 15th.
- J. The beginning of the vacation chart shall be in accordance with Item 11 of the LMOU for the leave year.

ITEM 5 DURATION OF CHOICE VACATION PERIOD(S)

The choice vacation period shall be from the first Saturday in April through the last Friday in November.

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ITEM 6 BEGINNING DAY OF VACATION PERIOD

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

Reference: Article 10 - Leave

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

ITEM 7 WHETHER THE EMPLOYEES MAY REQUEST TWO SELECTIONS

Whether employees at their option may request two selections during the choice vacation period, in units of either five or ten days.

Reference: Article 10 - Leave

- 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 4.1 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 EMPLOYEES DURING THE CHOICE PERIOD

The determination of the maximum number of employees who shall receive leave each week during the choice period.

Reference: Article 10 - Leave

One clerk will be granted leave during the entire choice vacation period with the exception that 15% of the clerk complement will be granted leave during the months of July and August. Fractions 0.5 and above produced by this formula will be rounded up to the next person.

ITEM 10 OFFICIAL NOTICE (PS FORM 3971)

The employee's signature on the vacation list shall be the official notice to each employee of the vacation schedule approved for such employee. PS Form 3971 shall be submitted no less than fourteen days prior to the start of the vacation signed for.

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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 ANNUAL LEAVE OTHER THAN CHOICE (INCIDENTAL LEAVE)

- A. During the year outside of the choice vacation period (excluding the month of December) 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. It is agreed there shall be one member of the maintenance craft shall be allowed to use 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.
- C. All incidental leave requested must be personally submitted to the supervisor on PS Form 3971. The supervisor must sign and date the PS Form 3971 in the box signature and date notified. The supervisor shall, within forty-eight (48) hours, grant or deny such requests. Failure to notify the employee with the forty-eight (48) hour period will be considered by the employee as tacit approval.
- D. The supervisor will indicate numerically the order of receipt of PS Forms 3971 for employees requesting identical days.

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**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 PSE employees – even if overtime is necessary
- C. Non-Volunteers:
 - 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
- D. 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

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ITEM 15 NUMBER OF LIGHT DUTY ASSIGNMENTS

The number of light duty assignments within each craft to be reserved for temporary or permanent light duty assignments.

Reference: Article 13 - Assignment of Ill or Injured Regular Workforce Employees

ITEM 16 METHODS USED IN RESERVING LIGHT DUTY ASSIGNMENTS

The method to be used in reserving light duty assignments so that no regularly assigned member of the regular workforce will be adversely affected.

- 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.
- B. Employees shall be considered for assignment to temporary / permanent light duty assignments they are capable of performing consistent with medically defined work limitations / tolerances.
- C. No employee outside the APWU craft shall be assigned a temporary / permanent light duty position with APWU craft to the detriment of any APWU employee.
- D. The greatest consideration shall be given to those full or part time employees requesting a permanent light duty assignment.
- E. Every effort shall be made to first reassign the requesting employee within the employee's present craft or occupational group.
- F. Reasonable accommodation shall be considered in effecting these assignments.

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ITEM 17 ASSIGNMENTS TO BE CONSIDERED LIGHT DUTY

The identification of assignments that are to be considered light duty within each craft represented in the office.

Reference: Article 13 - Assignment of Ill or Injured Regular Workforce Employees

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 IDENTIFICATION OF SECTIONS FOR REASSIGNMENT

The identification of assignments comprising a section, when it is proposed to reassign with an installation employees excess to the needs of a section.

Reference: Article 12 - Reassignments

1. Clerks
2. Maintenance.

ITEM 19 EMPLOYEE PARKING SPACES

The assignment of employee parking spaces.

Reference: Article 20 - Parking

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

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ITEM 20 UNION ACTIVITIES

The determination as to whether annual leave to attend union activities requested prior to the determination of the choice vacation schedule is to be part of the total vacation plan.

Reference: Article 10 - Leave

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.

ITEM 21 OTHER ITEMS SUBJECT TO NATIONAL NEGOTIATIONS

Those other items which are subject to local negotiations as provided in the craft provisions of this agreement.

Reference: Specific craft articles

A. Labor / Management Meetings: 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. One union designated representative shall be on the clock, provided the time spent at such meetings is a part of the employee's scheduled work day.

B. Seniority: It is agreed that a list be posted annually during the month of January on the official bulletin board, showing each employee's standing on the seniority list by craft.

C. City Scheme Changes:

1. It is agreed that when there are four or more changes on any one page of the city scheme, an up-to-date page will be furnished to each employee affected.
2. All scheme changes will be forwarded to the members of the clerk craft as soon as possible.

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ITEM 22 SENIORITY, REASSIGNMENTS AND POSTING

Local implementation of this agreement relating to seniority, reassignments and posting.

Reference: Specific craft articles

A. Posting of Bids:

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

B. Conditions warranting the reposting of a bid.

1. A change of more than one hour in the original starting time of the bid.
2. The addition or a deletion of a scheme as defined in the national agreement article 37.3.E.
3. Fifty-one (51) percent change in duties.
4. Addition or deletion of an accountability.
5. When the physical location of an operation changes from one facility to another, the affected bid(s) shall be reposted. If the entire facility moves to another geographic location, the bid(s) will not be reposted.
6. When a bid has typing added or deleted from it that bid shall be reposted.

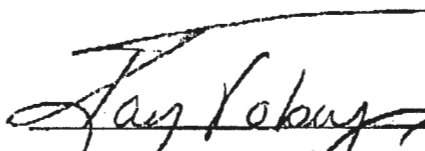
This memorandum of Understanding constitutes full agreement between the United States Postal Service In Freemont Ohio and the Toledo Ohio Area Local of the American Postal Workers Union, AFL-CIO and is entered into as SEPT 28, 2011.

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

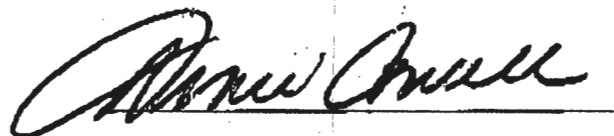
Freemont, Ohio 43420 -9998


Freemont, Ohio, Postmaster

Authorized Representatives,

Toledo Ohio Area Local

APWU, AFL-CIO


Arnie Cowell, President