

**SWANTON OHIO LOCAL MEMORANDUM OF UNDERSTANDING
November 21, 2006 – November 20, 2010**

MEMORANDUM OF UNDERSTANDING BETWEEN

**THE AMERICAN POSTAL WORKERS UNION
SWANTON OHIO OFFICE**

AND

THE UNITED STATES POSTAL SERVICE

November 21, 2006 – November 20, 2010

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ARTICLE 30

ITEM 1 WASH UP PERIOD
Additional or longer wash up period

Reference: Article 8 - Hours of Work

All employees will be provided with an opportunity to wash their hands, if the employee desires, every two hours, prior to reporting to the window, and / or prior to their lunch period and end of tour.

ITEM 2 ESTABLISHMENT OF A REGULAR 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 parties agree to the establishment of a regular workweek of five days with fixed days off.
- 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 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. 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 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 now 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.
- 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 employees 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 day 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 duration of the choice vacation period(s).

Reference: Article 10 - Leave

The choice vacation period will be twenty-two (22) consecutive weeks, commencing with the first Saturday in May. In addition, choice vacation shall include the week in which Thanksgiving falls. Also, choice vacation shall include the period commencing Christmas Day through New Year's Day, both inclusive.

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ITEM 6 BEGINNING DAY OF THE CHOICE 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 CHOICE VACATION PERIOD SELECTION PROCEDURE

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

- 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, provided the week(s) has not been signed for by another employee of his/her first choice for scheduled vacation.
- 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.

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ITEM 8 JURY DUTY AND CONVENTIONS

Whether jury duty and attendance at national or state conventions shall be charged to the choice vacation period.

Reference: Article 10 - Leave

- 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.

ITEM 9 MAXIMUM NUMBER OF EMPLOYEES DURING PRIME TIME

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

Reference: Article 10 - Leave

- 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 OFFICIAL NOTICE (PS FORM 3971)

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

Reference: Article 10 - Leave

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

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ITEM 11 NOTICE OF NEW LEAVE YEAR

Determination of the date and means of notifying employees of the beginning of the new leave year.

Reference: Article 10 - Leave

Employees will be notified of the beginning of the new leave year, by notices posted on the official bulletin board(s) in the postal installation, by November 1st of each year.

<u>Leave year</u>	<u>Begins</u>	<u>Ends</u>
2007	PP 02-2007 Jan. 6, 2007	PP 01-2008 Jan. 4, 2008
2008	PP 02-2008 Jan. 5, 2008	PP 01-2009 Jan. 2, 2009
2009	PP 02-2009 Jan. 3, 2009	PP 01-2010 Jan. 1, 2010
2010	PP 02-2010 Jan. 2, 2010	PP 01-2011 Dec. 31, 2010
2011	PP 02-2011 Jan. 1, 2011	PP 02-2012 Jan. 13, 2012

Note: There will be 27 pay periods in leave year 2011.

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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.

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ITEM 13 HOLIDAY SCHEDULING

The method of selecting employees to work on the holiday.

Reference: Article 11 - Holidays

- A. Volunteers – full-time and part-time regular schedule employees by seniority whose regular schedule includes that day.
(8 hours guarantee for full-time regulars)
- B. All part-time flexibles - even if overtime is necessary.
- C. Volunteers – full-time and part-time regular schedule employees by seniority whose regular schedule does not include that day.
(8 hours guarantee for full-time regulars)
- D. All casuals – even if overtime is necessary.
- E. All TE's - even if overtime is necessary
- F. Non-volunteers:
 - 1. Full and part time regular employees on their holiday or designated holiday in inverse seniority.
 - 2. Full and part time regular employees on their SDO's by inverse seniority.
- G. The postmaster will provide a copy of their holiday schedule to the union.

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ITEM 14 OVERTIME DESIRED LIST

Whether "overtime desired list" in Article 8 shall be by section.

Reference: Article 8 - Hours of Work

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 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 Work Force Employees

If the need arises there will be one light duty (temporary or permanent) assignment reserved for the Swanton APWU crafts. No other craft shall be offered light duty to the detriment of bargaining unit employees represented by the APWU on light duty (temporary or permanent).

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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 work force will be adversely affected.

Reference: Article 13 - Assignment of ill or injured regular work force employees

- 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 within the 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 LIGHT DUTY ASSIGNMENTS

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 work force 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 REASSIGNMENTS

Reference: Article 12 - Reassignments

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

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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.

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.

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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, providing 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 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 POSTING OF BIDS

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

Reference: Specific craft articles

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. 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. A 51% 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.

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This memorandum of understanding is entered into at Swanton, Ohio between the representative of the United States Postal Service and the Designated agent of the American Postal Workers Union, Local 170, pursuant to local implementation provision of the National Agreement.



Postmaster
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For the United States Postal Service, Swanton, Ohio



For the American Postal Workers Union, Local 170