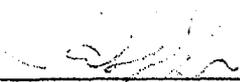
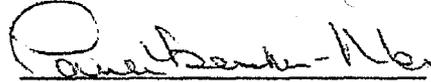


MEMORANDUM OF UNDERSTAND
BETWEEN THE
CHARLESTON, WV AREA LOCAL AFL-CIO
AND
UNITED STATES POSTAL SERVICE

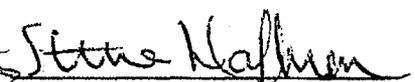
This memorandum of Understanding entered into on December 2, 2016 at Charleston West Virginia, between the designated agents of the American Postal Workers Union, Local #133 and the representatives of the 2015 National Agreement. This Memorandum of Understanding constitutes the agreement on matter relating to local conditions of employment.



James Shaffer
Sr. Plant Manager
Charleston P&DC



Paula Barker-Harless
President
APWU, Local #133
Charleston WV 25358



Steve Hoffman
Postmaster
Charleston WV 25301

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ITEM #1 - Additional or longer wash-up periods:

Clerk Craft: Present wash-up will be followed.

Motor Vehicle Craft: Management recognizes that on occasions an employee might be exposed to dirty conditions and/or toxic materials to the extent to warrant wash-up time. On such occasions, the employee may request wash-up time, and management will be reasonable when considering such requests.

Management also recognizes a responsibility to consistently evaluate all positions in order to determine whether an employee assigned to any position is on a consistent basis exposed to dirty and/or toxic material to the extent to justify regularly scheduled wash-up time. In such cases, management will be reasonable in granting such regularly scheduled wash-up time.

ITEM #2 - The establishment of a regular work week of five days with fixed or rotating days off:

The present practice of bid jobs having the same fixed days off shall continue during the life of the 2015 Contract. Insofar as practical, days off will be consecutive.

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:

When a situation occurs which may require the curtailment or termination of postal operations to conform with orders of State or Local Authorities, or as local conditions warrant because of emergency conditions such as life threatening or physical harm situations, management will take necessary steps to insure the safety of all employees, including BDS alerts, power outages, shelter in place and evacuation of the buildings. The ranking union official on duty and all involved employees will be informed of any situation as soon as practicable.

Any scheduled curtailment or reduced operations shall be discussed with the Union in a Labor Management Meeting.

ITEM #4 - Formulation of local leave program:

Items four through eleven shall constitute the leave program for all APWU craft employees, excluding maintenance, and shall govern the application and approval of the various types of leave set forth in this document.

1. Types of leave and definitions:

- A. Choice vacation leave is all leave applied for during the specified application period. This leave is identified in item #5.

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P.B-Harless

S.Hoffman

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ITEM #4 Con't.

- B. Leave outside choice vacation (L.O.C.V.) is all leave applied for through the submission of PS Form 3971 outside the period.
- C. Additional leave is leave applied for in advance of the effective date by submission of PS Form 3971 and falling within the choice vacation period.
- D. Early off leave is leave taken in periods of less than 8 hours and is applied for and approved after reporting to work in accordance with Section 3 of Item #4.
- E. Emergency annual leave is leave requested to cover an emergency situation and is exempt from the provisions of this agreement.

2. Starting on February 1, not to exceed 30 days, the senior employee in each section will be called into the office on a rotating basis by seniority to make their selection of their choice vacation, through the submission of PS Form 3971. Employees shall be provided a copy.

3. Early off leave is granted by management when it becomes desirable to match manpower requirements with workload conditions. Management will maintain within the sections identified in Item #14 a list of seniority order of all employees within the section. When an opportunity for early off leave arises within a section, the senior employee(s) will be offered leave. Future early off leave will be rotated by utilizing the list. Employees refusing early off leave or those absent for any reason will be passed over until their name again is reached through rotation. Employees working outside a section on a temporary basis shall be considered in their original section for early off purposes. Any light duty or limited duty employee will be considered for early off in the section where they are assigned to temporarily.

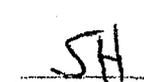
4. Additional leave may be applied for on or after March 15 of the current leave year prior to the effective date of the leave and may be taken in any increment requested by the employee. An exception to this rule is that additional leave to attend union activities can be applied for at any time during the leave year. During the choice vacation period, additional leave shall be granted on a first-come, first served basis to fill any unused negotiated slots except in an emergency. Any approved additional leave must be cancelled by the employee at least 10 days prior to the effective date, except for a documented emergency, at which time the union will consult with management. The Union shall sign all cancellations of choice vacation to insure the posting requirements are adhered to. Any choice vacation leave cancelled by Management, due to lack of leave, shall be done at least 5 days in advance and the Union shall be notified of the cancellation to insure the reposting requirements of 3 days are met.

5. Leave outside choice vacation (L.O.C.V.) may be applied for at any time during the year to be effective outside the choice vacation schedule. L.O.C.V. may be taken in any increment requested by an employee, but may not be granted to circumvent the early off procedure. Granting of L.O.C.V. will be on a first-come, first-served basis.

Int.


J. Shaffer


R. B. Harless


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ITEM #4 Con't.

- 6 A. Leave shall be recorded against the week in which the majority of the leave is to be taken.
- B. Any leave approved in advance will be honored by any gaining tour or section.
- C. Management shall maintain a suspense file for all L.O.C.V. and additional leave request to insure the first-come, first-served principle is honored.
- D. Denial of any type of leave shall include specific reasons for the denial.
- E. Leave taken in five day increments shall include the employee's off days and any holiday that falls within the leave period.
- F. In the event that two or more employees apply for first-come, first-serve leave on the same date for the same period, seniority shall be the tie breaker.

7. PSE's may submit leave requests (via PS 3971) after Choice Vacation Period has been scheduled for career employees. Beginning March 15, PSE leave will be approved on a first-come first-served basis. PSE's must have leave available upon request. Leave will be approved one PSE per tour and one for city stations and branches. Weeks inclusive of a Holiday * scheduling period will not be available for PSE selection. In the event two or more employees apply for leave on the same day standing on the rolls shall be the deciding factor.

****Holiday Scheduling periods is the holiday and two days prior.

ITEM #5 - The duration of the choice vacation period(s):

The choice vacation period shall be April 1 through November 30 and December 25 through January 1. If the Easter vacation falls in March, this will also be part of the choice vacation period.

ITEM #6 - The determination of the beginning day of an employee's vacation period:

The beginning day of vacation for all crafts shall be the first day of the employee's basic work week.

ITEM #7 - Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days:

Employees, according to leave categories, may make selections of 10 or 15 days or may request two selections of either 5 or 10 days, pursuant to Article 10, Section 3.

- A. Employees earning thirteen (13) days may request up to two selections of five (5) days or one selection of ten (10) days of continuous annual leave:

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ITEM #7cont.

Leave categories

B. Employees earning twenty (20) or twenty-six (26) days may request up to two selections of five (5) days *or* one selection of five (5) days and one selection of ten (10) days *or* one selection of fifteen (15) days of continuous annual leave.

ITEM #8 - Whether jury duty and attendance at National or State Conventions shall be charged to choice vacation period:

Jury duty and attendance at National or State Conventions shall not be charged against the choice vacation period.

ITEM #9 - Determination of the maximum number of employees who shall receive leave each week during the choice vacation period:

The maximum number of employees who shall receive leave each week during the choice vacation period will be as follows:

Clerk Craft -10% of clerks by tour and section, any fraction of .50 or more shall be rounded to the next larger whole number. The M/O Window, Stonewall, Station C, Town Center, Marmet, and Kanawha City section shall have 2 slots for the life of the APWU 2015-2019 Contract. Leave year for 2020 and beyond will revert back to 10%.

Motor Vehicle Craft - One (1) employee in each section. For leave purposes, will be comprised of two (2) sections:

1. Technicians Levels 8 and 9, Garage Level 5
2. Administrative Clerks and/or Storekeeper.

Clerk Craft percentages shall be based on staffing as of October 1 of the previous leave year. Tour and section breakdown will be formulated and attached to this Agreement each year by the Postmaster/Plant Manager and APWU Clerk Craft Director. The following sections shall be used to determine the number of slots for choice vacation:

1. Tour 1 Manual
2. Tour 2 Manual
3. Tour 3 Manual
4. Tour 2 AFSM
5. Tour 3 AFSM
6. Tour 2 APBS
7. Tour 3 APBS
8. Tour 1 Automation
9. Tour 2 Automation
10. Tour 3 Automation
11. M/O Window, Stonewall, Station C, Town Center, Marmet, Kanawha City
12. So. Charleston, South Ridge Station
13. Sissonville, Cross Lanes
14. M/O Distribution
15. Administrative/Support

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ITEM #9 Con't

Any new position or work locations created after this Local Agreement shall be placed in the proper category of the above after a Local Labor/Management meeting for that purpose. No employee shall be able to cancel choice vacation leave until March 15 or later. When an employee cancels one week or more of choice vacation, it must be in one week increments. The cancellation must be done at least 10 days prior to the effective date, except for a documented emergency, at which time the Union will consult with Management. The employee must obtain the signature of the Union Steward or Officer prior to submitting the cancellation of choice vacation selections to insure the posting requirements are adhered to. Immediately upon cancellation, management shall post a notice for seven (7) days on the appropriate bulletin board soliciting bids for the cancelled leave; at the conclusion of this posting, the leave will be awarded on a seniority basis. Any choice vacation leave cancelled by Management, due to lack of leave, shall be done at least 5 days in advance and the Union shall be notified of the cancellation to insure the reposting requirements of 3 days are met.

ITEM #10 - The issuance of official notices to each employee of the vacation schedule approved for such employee:

The posting and updating of the leave schedule will continue, including notices of choice vacation cancellations and the slotting of new leave granted through procedures as previously outlined. Leave schedules will be posted and maintained at each facility where APWU craft employees normally work. Posting of the leave schedule at the above locations will constitute official notice of the approved leave schedule.

ITEM #11 - Determination of the date and means of notifying employees of the beginning of the new leave year:

By the last Friday in October of each year, management shall post at each location required by Item #10 the beginning of the leave year. By January 15 of the following year, information on leave will be posted at each location. On February 1, not to exceed 30 days, management will begin the choice vacation leave selection process by seniority. On March 15 the approved leave schedules will be posted.

ITEM #12 - The procedure for submission of applications for annual leave during other than the choice vacation period:

Applications for annual leave outside the choice vacation period shall be on PS Form 3971, completed in duplication with original returned to the employee within three days, provided that the application is submitted at least seven days prior to the starting date of the leave. Such leave shall be granted on a first-come, first-serve basis.

ITEM #13 - The method of selecting employees to work on a holiday:

After management has made a determination by tour as to the number of employees required to work a holiday or designated holiday, qualified employees will be selected in the following order. Prior to the posting of the holiday schedule, management will meet with

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ITEM #13 Con't

The APWU Craft Directors or designees. In this meeting, management will justify the number and categories of employees required. Facts on mail volume, leave schedules, non-essential employees, etc., will be provided to the Directors or designees. Holiday schedules will

Reflect the days and hours employees will work and will be dated the date of posting and signed by a responsible management official.

CLERK CRAFT

1. All full-time employees who volunteer to work their holiday or designated holiday by seniority;
2. PSE's to the maximum extent possible provided eight hours have elapsed since having last worked;
3. Full-time ODL employees who volunteer to work their non-scheduled day;
4. Full-time non-ODL employees who volunteer to work their non-scheduled day;
5. Full-time employees who do not volunteer to work their holiday or designated holiday in inverse seniority.
6. Full-time regular employees who do not volunteer to work their non-scheduled day.

MOTOR VEHICLE CRAFT

Same as Clerk Craft pecking order.

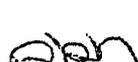
ITEM #14 - Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour:

CLERK CRAFT

1. The ODL shall be by tour and section.
 - 1A. OVERTIME NOTICE – except in an emergency, all employees including PSE's will be notified of overtime at least one hour prior to the end of their work day.
2. Each section shall have a before tour, after tour and non-scheduled day ODL.
3. Those full-time employees desiring to work 12 hours shall be identified by an asterisk.
4. Section(s) shall be identified, for overtime purposes only, are:

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ITEM #14 Con't.

1. AFSM
2. Manual
3. APBS
4. Automation
5. Registry Room
6. Dock Operations
7. State House
8. ODIS
9. Postage Due
10. Window Service, MPO
11. Box Section
12. Each Station and Branch where full-time employees are assigned
13. Bulk Mail Unit
14. Each Administrative Office

5. Should any sections or positions within the sections identified in (4) above be eliminated or any new section created other than those listed above in (4) then the Postmaster/Plant Manager or their designee and the local APWU President or designee shall meet and determine what the new section(s) shall be and what section(s) the affected employee(s) shall be placed into.

6. Each Tour will have one Master Tour List of employees desiring to work any available overtime which they are qualified for on their respective tour. The Master Tour List shall not be utilized until after the Section(s) List has been fully exhausted, including the payment of penalty overtime.

A. Each ODL section list shall be rotated by seniority.

B. The Master Tour List will not be considered part of the section ODL. It is only a means for management to select volunteers from outside the section before utilizing non- ODL employees within the section. This list will be rotated by seniority.

C. Prior to utilizing the Master Tour List, the Clerk Craft Director or designee will assist management by providing input into the selection of employees from the list who have the necessary skills for the overtime assignment.

D. Employees who sign-up for overtime on their specific section list will be forwarded an opportunity to voluntarily sign the Master Tour List. The sign-up period for this list will take place simultaneously with the signing of each section list.

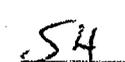
7. Employees within a section will place their name on the ODL during the two (2) week period immediately preceding the beginning of each calendar quarter.

A. Exceptions will be made for employees who were absent during the entire two (2) week sign-up period. These employees must indicate to the union and management in writing their desire to be placed on the ODL no later than seven (7) days upon returning to duty.

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ITEM #14 Con't.

B. Employees bidding into a new section/tour will have their ODL rights automatically transferred.

C. Any employees converted during the quarter will be given seven (7) days to notify the union and management in writing their desire to be placed on the ODL. Notice to this effect shall be included in the conversion letter.

D. Employees on light and limited duty will remain on the section ODL of their bid assignment.

8. Full-time employees who desire their name to be removed from the ODL shall indicate in writing to the union and management. Those employees' names shall be removed from the ODL and shall not be added again during the quarter.

9. Management shall keep overtime usage charts for each section listing employees and dates overtime was used, including rotation of employees.

10. Copies of the ODL will be provided to the union on a calendar quarterly basis.

MOTOR VEHICLE CRAFT

The Motor Vehicle Craft will be by sections. For the purpose of overtime, a section within the MV Craft shall be:

- A. Technicians level 8 and Level 9 Garage man level 5
- B. Administrative clerk and Storekeeper
- C. Driver Instructor and Examiner

Should any new tours be established during the life of this Agreement, a tour and section ODL shall be initiated immediately. Items 6 through 10 above in the clerk craft shall apply to the Motor Vehicle Craft.

ITEM #15 - The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments:

The number of light duty assignments to be reserved for temporary or permanent light duty assignments shall be:

Clerk Craft	-2.75% not to exceed 7
MV Craft	-2.75% not to exceed 2

The installation head shall show the greatest consideration for full-time regular employees requiring light duty or other assignments, giving each request careful attention, and reassigning such employees to the extent possible.

Int.

J.Shaffer

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S.Hoffman

ITEM #16 - 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:

Light duty must be requested in writing by the employee to the installation head or designee, and must be accompanied by medical certification indicating physical limitations and anticipated duration. The employee's request will be answered in writing indicating approval or disapproval. The physician's certification will be given full consideration in the decision to approve or disapprove the request.

When the installation head anticipates denial of a light duty request, the APWU President or designee shall have input into the decision prior to official denial of the request. The APWU President or designee shall have input into all permanent and cross-craft light duty assignments. When a temporary light duty assignment exceeds thirty (30) days in length, the APWU President or designee shall have input into these assignments. The APWU will be notified in writing of all temporary and permanent light duty assignments within the APWU jurisdiction.

The installation head shall show the greatest consideration for full-time regular employees requiring light duty or other assignments, giving each request careful attention and reassigning such employees to the extent possible. Employees shall be continued on their regular assignments when possible. If employees cannot continue on their regular assignment, they shall be continued on their same tour and hours as their regular assignment when possible.

ITEM #17 - The identification of assignments that are to be considered light duty within each craft represented in the office:

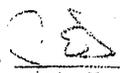
Assignments in all APWU Crafts considered light duty are any assignments which the employees are capable of performing within the employee's physical limitations.

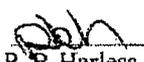
ITEM #18 - The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section:

For this purpose, excessing shall be as follows:

- A. By Tour
- B. By sections within each specified Tour(s)
- C. 1. Tour 1
 - a. Manual, Box Section, Registry Section, Statehouse, Express Mail Unit, Postage Due, Dock Operations
 - b. Automation.
 - c. ODIS

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ITEM #18 cont.

2. Tour 2

- a. Automation
- b. Manual, Registry Section, Bulk Mail, Express Mail Unit, Dock Operations
- c. MPO Window, Town Center Station
- d. Administrative Offices
- e. ODIS
- f. South Charleston and South Ridge Station
- g. Stonewall Station, Sissonville Branch, Cross Lanes Branch and Station C
- h. Kanawha City Station and Marmet Station
- j. APBS
- k. AFSM

3. Tour 3

- a. APBS
- b. AFSM
- c. Automation
- d. Manual, Registry Section, Express Mail Unit, Dock Operations

PEDC is considered within the Administrative Offices. Any new position and/or work location created after this local agreement shall be placed in the proper category of above after a local Labor/Management meeting for that purpose.

MOTOR VEHICLE

For this purpose, excessing shall be by section. Sections are identified by occupational code.

ITEM #19 - The assignment of employee parking spaces:

After the official needs of the Postal Service (as determined by Management) have been satisfied, no spaces below EAS pay grade shall be reserved. After the official needs of the Postal Service have been satisfied, all other available parking spaces shall be on a first-come, first-serve basis.

All parking will be through the decal system at the Main Office.

Handicap status will be verified through the State for parking purposes.

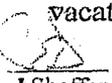
Management will monitor the parking lot, as far as practical, to insure only authorized vehicles utilize the lot.

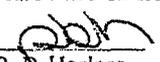
ITEM #20 - The determination as to whether annual leave to attend union activities requested prior to determination of the choice vacation schedule is to be part of the total

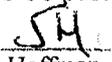
Choice vacation plan:

Annual leave to attend union activities requested prior to determination of the choice vacation schedule is not to be part of the total vacation plan.

Int.


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ITEM #21 - Those other items which are subject to local negotiations as provided in the craft provisions of this agreement:

CLERK CRAFT

Article 37.2. Seniority

C. Responsibility

The employer is responsible for day-to-day application of the seniority provisions of this Article. The installation head shall post and furnish a copy of an updated seniority list to the local union on a quarterly basis.

Article 37.3.A.: Reposting

A.4. No assignment shall be reposted unless there is a drastic change of duties, principle assignment area, or scheme knowledge requirements. Example: If more than 50% of the duties, assignment area or scheme knowledge requirements are increased, reduced, or abolished, the position shall be reposted. If the changes are less than 50% and the incumbent does not accept the new bidding changes, the assignment shall be reposted. This will be settled with an agreement between management and the Clerk Craft Director or designee. Preferred duty assignments posted for bid will specify the principle assignment (e.g., APBS, Manual, Station/Branch, etc.)

5. The principal assignment area for duty assignments are defined as:

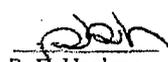
- | | |
|---|-------------------------|
| 1. AFSM | 9. Dock Operations |
| 2. Manual | 10. Window Service, MPO |
| 3. Box Section | 11. ODIS |
| 4. Automation | 12 Bulk Mail Unit |
| 5. Registry Room | 13. Postage Due |
| 6. APBS | 15. State House |
| 7. Each Station and Branch
where full-time employees
are assigned | |

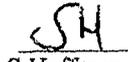
Any change in starting time of a duty assignment will be limited to no more than one (1) hour.

(a) The incumbent may accept a new reporting time that does not exceed one (1) hour. If the incumbent does not accept the new reporting time, the assignment will reposted.

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ITEM # 21 Con't

(b) Any change of one hour which moves the bid to another tour must be abolished and posted as a new duty assignment. A change of tour occurs whenever the change moves the position one tour to another as outlined below.

Tour 1- 2000-0399

Tour 2- 0400-1199

Tour 3-1200-1999

(c) The criteria negotiated above will also apply to cumulative changes in starting time. Cumulative changes are changes that move the starting time outside a circle which has the starting time as its center and the agreed upon time as its radius.

Example: An employee whose bid job calls for a starting time of 7:00 a.m. can be changed to a reporting time of either 6:00 a.m. or 8:00 a.m. If it is changed to 6 a.m., it can only be changed back to 7 a.m. Once it has been changed back to 7 a.m. it must be worked a minimum of three (3) months before it can be changed to the later time of 8 a.m.

(d) The incumbent will not have the option of accepting the new reporting time if the change exceeds more than one (1) hour.

(e). Length of Posting

The bid notices shall remain posted for 10 days.

(f). Results of Posting

The successful bidder must be placed in the assignment within 14 days except in the month of December. However, any employee placed in a job pending qualifications will be placed in the new assignment as soon as practical, but within 21 days after qualifying.

(g). If possible, after standing four hours, employees will be allowed to sit down on a case.

MOTOR VEHICLE CRAFT

NONE.

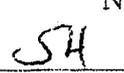
ITEM #22 - Local implementation of this agreement relating to seniority reassignments and posting:

CLERK CRAFT

Not negotiated.

Int. 
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ITEM # 22 CON'T.

MOTOR VEHICLE CRAFT

Article 39

Section 1(E). Responsibility

The installation head is responsible for day-to-day administration of seniority.

Section 2(A) #3

A fifty percent (50%) or more change of duties, or principle assignment area, shall cause the duty assignment to be reposted.

Section 2(A) #4

When a change in the starting time of a duty assignment exceeds two (2) hours, it shall be reposted.

Section 2(A) #7

Motor vehicle maintenance craft assignments shall be posted for bid every second calendar year, when requested by the union.

Int.


J. Shaffer


P. B. Harless


S. Hoffman