

MEMORANDUM OF UNDERSTANDING

TABLE OF CONTENTS

	<u>Page</u>
WASH UP TIME -----	1
REGULAR WORK WEEK -----	1
GUIDELINES FOR CURTAILMENT -----	1
ARTICLE X - LEAVE -----	1, 2
HOLIDAY SCHEDULE -----	2
OVERTIME -----	2
LIGHT DUTY ASSIGNMENTS -----	2, 3
REASSIGNMENT -----	3
PARKING -----	3
UNION ACTIVITIES, JURY DUTY & MILITARY LEAVE -----	3
SUPPLEMENTAL AGREEMENTS -----	3
TEMPORARY VACANCIES -----	3
SENIORITY -----	4
SCOPE OF AGREEMENT -----	4
SEPARABILITY AND DURATION -----	4

WASH UP TIME

The installation head shall grant reasonable wash up time to those employees who perform dirty work or work with toxic materials. The amount of wash up time granted each employee shall be subject to the grievance procedure.

REGULAR WORK WEEK

As far as practicable, the five days shall be consecutive days within the service week.

GUIDELINES FOR CURTAILMENT

In the event that local emergencies exist, such as an act of God, to cause local business and industries to close, the installation head or his designee shall determine if curtailment or termination of Postal operations is necessary. The installation head or his designee shall meet with the Union President or his designee to determine the type of leave that each employee will be charged with.

ARTICLE X - LEAVE

Formulation of Local Leave Program

Employees will submit leave bids on Form 3971 completely filled out, in duplicate.

Vacation bidding for the choice period will start February 1st. Bidding will be done in groups of 6 by seniority. Employees will have three days in which to submit their bids under this procedure.

A second round of bidding, as set forth above, shall commence 7 days after the close of the first round of bidding.

In the event of a choice vacation period vacancy, this vacancy shall be posted and opened for bid for four days, if a supervisor is notified one week prior to posting the next week's schedule. Vacancies with shorter notice shall be posted Monday through Friday only and awarded on a 24 hour seniority basis. Employees will be required to give management 48 hours prior notification any time annual leave is cancelled. Form 3971 will be filled out when cancelling annual leave. Upon cancellation, it will be immediately posted for bids for 24 hours, after which the senior bidder will be granted the leave.

The choice (prime) vacation period will be from the second Saturday in May and will continue for 22 consecutive weeks. The week of Thanksgiving (starting with the preceding Saturday) and the 7 days between Christmas and New Year's will be included as choice (prime) vacation periods.

Employees may request two selections during the choice vacation period, in units of either one 5 day and one 10 day bid or in two 5 day bids.

Vacation leave will be awarded on the following basis: maximum is 13% clerks off, fractions will be rounded upward. No more than 2 window clerks off for the same period. Window clerk is defined as a clerk with window duties on job bid, including relief and backups. The following will determine the maximum clerks off on any one tour:

ARTICLE II - LEAVE (Cont.)

<u>Employees</u>	<u>Maximum # Off (fractions rounded up)</u>
1-5	40%
6-10	33%
11-20	30%
21-up	25%

After the start of the new leave year, Management will approve or disapprove leave requested and return the duplicate 3971 to the employee as soon as possible, but not more than 4 days from the date of submission.

The clerk vacation roster will be posted by December 15th and left up all year except for such times as it may be necessary to make technical changes.

Applications for non-choice vacation leave may be submitted prior to, but will not be considered until one week before the start of the new leave year. When there are more applications than vacancies are available, bids will be on a seniority basis. After that date, applications for leave will be awarded on a first come, first serve basis.

If an employee is required to use annual leave for military leave, jury duty or to attend National or State Conventions, this annual leave will not count toward maximum authorized time allowed this employee during the choice vacation period. Leave used for the above purposes will not count toward the maximum allowed annual leave on specified days.

An employee's vacation will start after his scheduled days off, if so desired.

HOLIDAY SCHEDULING

The following will be the method used to select employees to work holidays:

- A. Volunteers on their scheduled holiday.
- B. Casuals and part-time flexibles.
- C. Volunteers on their scheduled day off.
- D. Non-volunteers on their scheduled holiday.
- E. Holiday scheduling will be by tours to the extent possible. No employee will be scheduled less than eight hours from his scheduled clock out.

OVERTIME

Overtime desired list will be by tours.

LIGHT DUTY ASSIGNMENTS

If requested by the President of the local APWU or his designee, the installation head or his designee will arrange a meeting for the purpose of discussing light duty based on the individual case. Every effort will be made to accommodate all bargaining unit employees who have the misfortune of being ill or injured.

After discussion between the installation head or his designee and the Union Presidents involved, or their designee, a carrier or carriers may be assigned to light duty in the clerk craft. The hours worked by the carriers on the clerk side may allow a part-time flexible clerk to work the approximate number of hours on the carrier side, hours to be exchanged on the same day in question.

LIGHT DUTY ASSIGNMENTS (Cont.)

Some of the assignments considered for light duty are as follows:

Boxing mail, working the firm make-up case, facing table and cancelling machine operation, assisting in the training of new employees, updating and labeling cases, assisting in public relations when possible, distribution cases and other light duty assignments which would be necessary.

REASSIGNMENT

For reassignment purposes, the Fort Dodge, Iowa Post Office recognizes sections to coincide with tours as follows:

Section 1 - Tour 1 - 0001 to 0800
Section 2 - Tour 2 - 0800 to 1600
Section 3 - Tour 3 - 1600 to 2400

When the majority of hours of the tour of an employee falls within any one of the above tours, he shall be considered in that tour for reassignment purposes.

PARKING

In the event parking spaces become available, those spaces in excess over and above the needs of the Postal Service, will be made available to employees on a first come, first serve basis.

UNION ACTIVITIES, JURY DUTY AND MILITARY LEAVE

Annual Leave or LWOP to attend union activities, jury duty, or military leave, will not be counted toward the maximum number of employees off in any vacation period. However, unused portions of the leave period will be posted for bid, after the second round of bidding.

SUPPLEMENTAL AGREEMENTS

If the starting time of any job is changed more than one hour or if the incumbent exercises his option of not keeping his job, the job shall be posted. If the incumbent wants to keep his job, if the starting time is changed one hour or less, the job will not be posted. If changes are made in the job descriptions that affect 25% or more of the duties or if assignment areas are changed, the job will be reposted. If scheme requirements are changed, the job will be reposted.

Vacant clerk duty assignments posted for bid shall remain posted for 10 calendar days. A successful bidder for a clerk position must be placed in his/her new assignment within 21 days.

Notice of assignment bidding will be sent to the home address of an eligible clerk absent on extended annual or sick leave, if requested in writing.

TEMPORARY VACANCIES

If it becomes known that a clerk's job is going to be temporarily vacated, for a month or more, that job will be posted for temporary bid. If a job is vacated for two weeks and no assurance that the clerk will return in the next two weeks, that job will be posted for temporary bid. Residual vacancies will be exempt.

SENIORITY

Employees will normally work their duty assignments. If it becomes necessary to move employees to another duty assignment, the principle of seniority to the extent possible will be observed.

SCOPE OF AGREEMENT

This "Memorandum of Understanding" constitutes the entire Memorandum of Understanding between the parties and correctly expresses all of the rights and obligations of the parties. The parties acknowledge that each had the opportunity to make proposals with respect to all collective bargaining subjects. All articles whether existing, changed, or modified in this existing Memorandum of Understanding, shall be binding and remain in full force and effect through November 20, 1994.

SEPARABILITY AND DURATION

Should any part of this Memorandum of Understanding or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Memorandum of Understanding shall not invalidate the remaining portions of this Memorandum of Understanding, and they shall remain in full force and effect.

This Memorandum of Understanding shall be effective November 1, 1991, and shall remain in full force and effect to and including 12:00 midnight, November 20, 1994.

IN WITNESS WHEREOF:

U. S. POSTAL SERVICE

A.P.W.U.

BY: Carrol D. McLeLan
CARROL D. McLELAND
POSTMASTER
FORT DODGE IA 50501-9998

BY: Michael A Dutcher
MICHAEL DUTCHER
PRESIDENT, FORT DODGE LOCAL #317
AMERICAN POSTAL WORKERS UNION AFL-CI

Brion T. Stearns
BRION T. STEARNS
SPO D
FORT DODGE IA 50501-9998

David Soppeland
DAVID SOPPELAND
VICE PRESIDENT, FT. DODGE LOCAL #317
AMERICAN POSTAL WORKERS UNION AFL-CI

Jerry L. Kirkhart
JERRY L. KIRKHART
SPO (BB)
FORT DODGE IA 50501-9998

William F. Dutcher
WILLIAM (BILL) DUTCHER
TOUR II STEWARD, FT. DODGE LOCAL #317
AMERICAN POSTAL WORKERS UNION AFL-CI

Robert Monahan
ROBERT (BOB) MONAHAN
TOUR III STEWARD, FT. DODGE LOCAL #317
AMERICAN POSTAL WORKERS UNION AFL-CI

Local Memorandum of Understanding
U.S. Postal Service/American Postal Workers Union
Fort Dodge, Iowa 50501
Article X - Leave

Old Language

Vacation leave will be awarded on the following basis: Prime time maximum 9 clerks off. Non-prime time maximum 5 clerks off. No more than 5 off on any one tour, nor more than 2 window clerks off for the same period.

New language

Vacation leave will be awarded on the following basis: maximum is 13% clerks off, fractions will be rounded upward. No more than 2 window clerks off for the same period. Window clerk is defined as a clerk with window duties on job bid, including relief and backups. The following will determine the maximum clerks off on any one tour:

<u>Employees</u>	<u>Maximum # Off</u> (fractions rounded up)
1-5	40%
6-10	33%
11-20	30%
21-up	25%

The Intent

The number of employees off on Vacation Leave was changed to a percent (%) to allow for fluctuations in the employee compliments. There are two types of vacation leave, prime time and non-prime time. In the old language there were different maximums for these types of leave. In the new language it was changed to 13% vacation leave which applies to prime time and/or non-prime time. The number on any one tour was also changed to a percentage (%) dependent on the number of employees per tour. This also applies to prime time and/or non-prime time.

We the undersigned agree with the above statement concerning the Local Memorandum of Understanding.

Carol [Signature]

Jerry L. Zerkhart

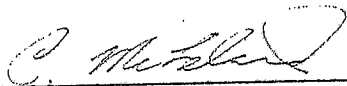
[Signature]
[Signature]

William F. Dutcher

Robert Monahan

In a Labor-Management Agreement, the parties agree to the following on cancellation of Annual Leave (PS Form 3971):

On any day or week that has the maximum number of employees off, employees will be required to give management 48 hours prior notification. Days or weeks that do not have the maximum number of employees off can be cancelled at anytime. Form 3971 will be filled out when cancelling annual leave.



MANAGEMENT REPRESENTATIVE



UNION REPRESENTATIVE

2-4-94

DATE

2-4-94

DATE