## 2016-2019

## MEMORANDUM OF UNDERSTANDING

## BETWEEN

### THE

## DELTA, OHIO POST OFFICE

## AND

# NATIONAL ASSOCIATION OF LETTER CARRIERS

AFL-CIO

BRANCH 100

TOLEDO, OHIO

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CONCURRENCE

Eastern Region NALC, Branch 100 U.S. Post Office Delta, Ohio

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#### WASH-UP TIME

#### ITEM 1

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.

#### WORK SCHEDULE

#### ITEM 2

- (a.) The parties agree to the establishment of a regular work week of five (5) days with a fixed day off for full-time regular letter carriers.
- (b.) The selection of the fixed schedule day off will be made by seniority.

#### EMERGENCY CONDITIONS

#### ITEM 3

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, take into consideration such factors as:

- (a.) The degree of emergency as stated by and acted upon by responsible governmental authorities;
- (b.) The requirements and reactions of its customers to the emergency;
- (c.) The accessibility of postal operations and its customers to the employer and employee, and;
- (d.) The safety and health of its employees;
- (e.) In the event sirens indicate a tornado warning, carriers shall immediately take shelter and call the office as soon as possible for further instructions;

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(f.) Any carrier who fears for his/her personal safety or health due to the above mentioned reasons, shall immediately call the office, relate the conditions to his/her immediate supervisor and request further instructions;

Prior to taking action to curtail the mail due to emergency conditions, the employer will attempt to notify the union of its decision and plan of implementation.

#### **LEAVE**

#### FORMULATION OF THE LOCAL LEAVE PROGRAM

#### <u>ITEM 4 – 12</u>

(a.) The choice vacation period shall begin with the last two full weeks of May and remain through the second full week of September.

(b.) The beginning day of the employer's vacation period shall be by mutual consent.

(c.) The employer shall, no later than November 1, publicize on bulletin boards and other appropriate means, the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

(d.) The vacation schedule will be posted as soon as practical after January1.

Each carrier will be granted two working days to sign for annual leave, when it becomes their turn, according to the office seniority/relative standing roster. The office supervisor will monitor this schedule and bring it to the carrier's attention who is next on the seniority/relative standing list.

- (e.) There shall be one (1) employee allowed off each week during the choice and non-choice vacation period, based upon seniority/relative standing.
- (f.) Letter carriers, at their option, may request one (1) or two (2) selections during the choice vacation period in units of either five (5) or ten (10) of fifteen (15) total days: the total not to exceed ten (10) or fifteen (15) days in accordance with Article 10, Section 3 of the National Agreement.
- (g.) When making a second selection, the carrier may, by choice, select ten (10) working days or five (5) and five (5) working days.

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- (h.)Letter carriers on jury duty or military reserve training during the choice vacation period shall be eligible for another available period within the choice vacation period provided this does not deprive another employee of first choice for scheduled vacation.
- (i.) One (1) week on the vacation schedule shall be reserved during the choice vacation period for a carrier attending a National or State convention. If no carrier uses their option to use this period for a convention, this week shall be posted for bid and selection will be made by seniority/relative standing.
- (j.) Management will establish and maintain a vacation schedule to be posted on the bulletin board. PS Form 3971 will be submitted, in duplicate, by seniority.
- (k.) After all the carriers, including part-time flexibles and CCA's have signed for a first choice, a second selection will be allowed for leave outside choice. The carrier, at his or her option, may also sign for remaining unsigned choice periods, provided they do not violate Article 10, Section 3D.
- (1.) If an employee desires to cancel scheduled annual leave during choice period, they must do so in writing at least ten (10) days prior to the scheduled leave. The entire week must be canceled. The canceled choice vacation leave week will be announced and posted for a period of three (3) working days. Any such weeks will be offered, by seniority/relative standing, to all carriers junior to the carrier canceling.
- (m.) An employee seeking leave other than scheduled annual leave in the choice period, shall present to his/her immediate supervisor a signed PS Form 3971, in duplicate, indicating the leave requested. The immediate supervisor shall, within three (3) calendar days, grant or deny such requests and return one copy of PS Form 3971 to the employee. When approved, such request for incidental annual leave are on a first come, first serve basis. If two or more employees submit their request at the same time, seniority/relative standing will be the determining factor.
- (n.) When a CCA is approved for a week of annual leave, they must have a leave balance sufficient enough to cover the leave at the start of the week that was requested

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#### HOLIDAY SCHEDULE

#### **ITEM 13**

In establishing and posting for holidays and days designated as holidays, in accordance with Article 11, Section 6 of the National Agreement, the following priorities will be followed:

#### 1. CCA's

2. Part-time flexible.

- 3. Full-time regulars who volunteer to work on their holidays or day designated as a holiday by seniority.
- 4. Full-time regulars who volunteer to work on their non-scheduled day by seniority.
- 5. Full-time regulars who did not volunteer on what would otherwise be their holiday or designated holiday by inverse seniority.
- 6. All other non-volunteer full-time regulars by inverse seniority.

#### **OVERTIME**

#### ITEM 14

Overtime desired list shall be posted where all carriers may observe it at all times.

#### ASSIGNMENT OF ILL OR INJURED

#### <u>ITEM 15 – 16 – 17</u>

- (a.) Management will make every effort to provide light duty assignments for disabled carriers to perform light duty functions commensurate with their physical condition in accordance with Article 13 of the National Agreement.
- (b.) The following will be considered Light Duty Assignments:
  - 1. Casing and Setting up route(s).

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2. Inserting carrier case labels or changing case labels.

3. Any other light duty assignments commensurate with their physical condition.

#### **IDENTIFICATION OF SECTIONS FOR REASSIGNMENT**

#### ITEM 22 - A

When a letter carrier route or full-time duty assignments, other than the letter carrier route or full-time duty assignment of the junior employee(s), is abolished at the delivery unit as a result of, but not limited to, route adjustments, highways, housing projects, all routes and full-time duty assignments at that unit held by carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the bidding procedures in this Article.

#### **POSTINGS**

<u>ITEM 22 – B</u>

(1.) All carrier full-time assignments shall be posted for ten (10) calendar days.

(2.) Letter carrier bid assignments shall not be reposted when there is a change of more than one (1) hour in starting time.

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#### CONCURRENCE

This Memorandum of Understanding is entered into on  $\frac{127-307}{2}$  at Delta, Ohio, between the representatives of the United States Postal Service, and the designated agent of the National Association of Letter Carriers, Branch 100, pursuant to the Local Implementation Provision of the 2016 - 2019 National Agreement.

Brent Shadbolt, Postmaster

For the United States Postal Service

Mike Hayden, President

For the National Association of Letter Carriers Branch 100, Northwood, Ohio 43619

Eastern Region NALC Branch 100 U.S. Post Office Delta, Ohio

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