2016-2019

# MEMORANDUM OF UNDERSTANDING

BETWEEN

THE

FREMONT, OHIO POST OFFICE

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS

AFL-CIO

BRANCH 100

TOLEDO, OHIO

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

# **WASH-UP TIME**

# ITEM 1

Article 8, Section 9 provides reasonable wash-up time for a letter carrier who performs dirty work. Letter carrier should be granted such time as is reasonable and necessary for washing-up after performing dirty work or incident to personal needs as currently established.

### **ESTABLISHED WORK WEEK**

# ITEM 2

All regular carriers will have rotating days off.

# **EMERGENCY CONDITIONS**

### ITEM 3

The guidelines for the curtailment or termination of Postal operations to conform with orders of the local authorities or as local conditions warrant, will be same as those used in the past under similar conditions such as floods, heavy snow storms or other emergency conditions.

No carrier will be required to break the law or put themselves at risk.

# **LEAVE**

### ITEM 4

After all the carriers, including part-time flexible, have signed for a first choice, a second choice will be given for all allotted annual leave for the leave year. All weeks not taken during the first choice period shall become non-choice.

### ITEM 4 B

After all carriers, including part-time flexibles and City Carrier Assistants, have signed for a first choice, a second choice will be given.

### ITEM 5

The choice period shall be from May 1 through September 30.

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### ITEM 6

Vacation weeks run from Sunday through Sunday.

An employee who is called for military training during their scheduled choice vacation period will be allowed to take an equal amount of annual leave during the choice period provided this does not deprive any other employee of their first choice for scheduled vacation.

# ITEM 7

The carrier may select 5, 10 or 15 continuous days annual leave (refer to National Working Agreement, Article 10). When making their first choice, the carrier who earns 13 days annual leave per year may, at their option, sign for two (2) selections in the choice period of 5 days each. When making their first choice, the carrier who earns 20 or 26 days annual leave per year may, at their option, sign for two (2) selections in the choice period of units of either 5 working days and 5 working days, 5 working days and 10 working days or 15 consecutive days.

### ITEM 8

Jury duty and attendance at union conventions will not be charged to the choice vacation period.

# ITEM 9

The number of carriers to be granted annual leave will be 12% of the carrier force during the choice period.

### **ITEM 10**

Each carrier will date and initial this schedule when they sign for annual leave by seniority. A list of station carrier personnel, be seniority and route number, will be posted.

### <u>ITEM 11</u>

The vacation schedule will be posted on December 1<sup>st</sup>, prior to the beginning of the new year. Each carrier will be granted one (1) working day to sign for annual leave, when it becomes their turn, according to the office seniority roster. The office supervisor will monitor this schedule and bring it to the carrier's attention who is next on the seniority roster. The same procedure will be followed in making the next selection for annual leave, until all carriers, at their option, have had the opportunity to use all annual leave for the year.

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### ITEM 12

The carrier may sign for one additional week (5 days) outside the choice period, when making their first choice.

When making their first choice, the carrier may, at their option, sign for one selection out of the choice period of 10 or 15 continuous days (refer to Article 10, of the Working Agreement) and one week (5 days) during choice period.

### **HOLIDAYS**

# ITEM 13

After the required number of assignments have been determined under Article 11, Section 6, of the National Agreement, the method of selecting full-time regular employees to work on holidays or designated holidays shall be as follows:

- a.) Assign part-time flexible to the maximum extent possible.
- b.) Call in full-time qualified regular <u>volunteers</u>, to work on their non-scheduled day before a holiday, on an overtime basis with eight hours overtime guaranteed.
- c.) If the above procedure does not provide sufficient workers, <u>volunteers</u> whose designated <u>holiday</u> falls on the day before the holiday will be scheduled in accordance with their seniority, on a straight time basis.
- d.) All City Carrier Assistants.
- e.) If additional employees are needed to perform essential services, non-volunteers may be assigned by inverse seniority.

#### **OVERTIME**

### <u>ITEM 14</u>

In accordance with Article 8, Section 5, of the National Agreement, a chart shall be posted and updated each quarter in each work locations indicating each employee's accumulated overtime. In order to insure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated weekly.

An employee who has been contacted to work overtime and is excused by management and thus does not work overtime shall be credited on the chart, in red numbers periodically, as if he did work overtime.

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# ASSIGNMENT OF ILL OR INJURED CARRIERS

### ITEM 16

Within the letter carrier craft, temporary light duty assignment which the ill or injured employee may be able to perform as certified by a physician will consist of, but not limited to, the following:

### <u>ITEM 17</u>

- 1. Casing mail and/or labeling cases.
- 2. Collections.
- 3. Performing services on an auxiliary mounted route to which the ill or injured letter carrier may be able to perform.
- 4. Other assigned duties which the ill or injured employee may be able to perform, not to exceed Doctors orders.

### **LEAVE**

### ITEM 21 A

Exchange of annual leave periods may be permitted only after all carriers between the exchanges have been offered said periods. The supervisor shall be notified 5 days in advance in the event of the intent to exchange.

### ITEM 21 B

An employee who is called for military training during his scheduled choice vacation period will be allowed to take an equal amount of annual leave during the choice period provided this does not deprive any other employee of his first choice for scheduled vacation.

### ITEM 21 C

If an employee desires to cancel scheduled annual leave, he must do so at least ten (10) working days prior to the scheduled leave. The entire week must be canceled and will be announced and posted. Any such weeks shall be offered, by seniority, beginning with carrier deprived of initial opportunity for allotted week.

### ITEM 21 D

Every possible consideration will be given to employees for appropriate leave in situations of personal emergency.

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### BULLETIN BOARDS AND LITERATURE RACKS

### ITEM 21 E

A bulletin board shall be maintained for the use of Branch 100.

# REPRESENTATION – ORGANIZATION'S RIGHTS – COMMUNICATIONS

### ITEM 21 F

Branch 100 is entitled to one representative on the clock of its own choosing at the local Labor-Management meetings. The total number of representatives of the branch shall be one (1). It is agreed that the parties to this agreement will meet quarterly on Friday of the first full week of the months of January, April, July and October. The meeting shall be held at a time compatible with schedules and posted by Wednesday of the preceding week of the scheduled meetings.

It is agreed that agenda items for discussion at the meeting shall be exchanged by the President of Branch 100 (or his designee) and the Postmaster (or his designee) at least the day before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of both parties.

### ITEM 21 G

Representatives of Branch 100 shall have the right to use the public address system, where available, in the Main Post Office or any station for purpose of making announcements of interest to letter carriers.

### ITEM 21 H

Representatives of Branch 100 shall have the right, subject to authorization by a member of management to use the Post Office telephone for the purpose of performing and engaging in official union duties and business related to the collective bargaining agreement and the Local Memorandum of Understanding, providing the toll calls are charged to the union.

# **SAFETY AND HEALTH**

### ITEM 21 I

When establishing a joint Safety and Health Committee as provided in Article 14 of the National Agreement, the President of the NALC Branch 100, or his designee, will serve as a committee member. Meetings of the committee shall be held at least quarterly and more often if necessary.

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# ITEM 21 J

The employer will make a reasonable effort to assign the same vehicle to the same full-time route each day. If operational requirements permit. Management may interchange vehicles to equalize mileage and to reflect the mail volume for the various routes. It is the employer's intent that vehicles be maintained in an acceptable state of cleanliness, and in safe mechanical condition.

### SCHEDULE FOR WEARING UNIFORMS

### ITEM 21 K

Items of uniform dress which are non-seasonal in usage, will be worn year round, as appropriate.

# ITEM 21 L

A release from the above rules can be granted an individual, if his condition is of a health nature, and he has submitted to management in writing for approval.

### ITEMS 21 M

Carrier attire will be determined by climatic changes as long as the carrier is neat appearing and properly dressed when on duty.

### **POSTING**

# ITEM 22 A

	re several assignments are po e posted, stating his preferen	•	
First Choice	: Second Choice	: Third Choice	<b>:</b>
_	acant assignments shall be pone installation where the vac	•	be restricted to
Letter Carriers	applying for an assignment	shall make a bid in writin	g to the

The senior qualified applicant for a vacant assignment shall be placed in the new assignment within fifteen (15) calendar days of the closing of bids, unless on leave, except that during the month of December he shall be placed in the new assignment on the first work day of the pay period in January.

installation head during the period for which the vacant assignment(s) are posted.

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### ITEM 22 B

When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a 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 letter 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 posting procedures in this article.

A full-time regular carrier called in to work on a non-scheduled day shall work his or her full-time duty assignment provided there is an open or opted route on the string to which the T-6 carrier may be assigned. Otherwise, the carrier working on a non-scheduled day will be assigned where needed. The same procedure will apply to T-6 carriers working their SDO if there is an open of opted route on their bid assignment. In cases where there is an open or opted route the T-6 carrier on SDO must first work any open route on bid assignment if available then have choice to work any opted route on their bid assignment. If no open or opted route is available on the T-6's string the T-6 will be assigned as needed on their SDO.

# **CONCURRENCE**

This Memorandum of Understanding is entered into on <u>11-07-17</u> at Fremont, 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 National Agreement.

Pam Collins, Postmaster
United States Post Office
Fremont, Ohio 43420
Mike Hayden, President
National Association of Letter Carriers
Branch 100, Northwood, Ohio 43619

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

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