

2016-2019

LOCAL

MEMORANDUM OF
UNDERSTANDING

BETWEEN

THE UNITED STATES
POSTAL SERVICE

AND

NALC BRANCH 100

USPS INITIALS



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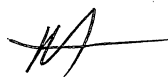


TABLE OF CONTENTS

1. WASH-UP TIME
2. SCHEDULED DAYS OFF
3. EMERGENCY CONDITIONS
4. LOCAL LEAVE PROGRAM
5. DURATION OF CHOICE VACATION PERIOD
6. BEGINNING DAY OF VACATIONS
7. NUMBER OF WEEKS SELECTED IN CHOICE PERIOD
8. LEAVE FOR UNION BUSINESS, MILITARY LEAVE OR JURY DUTY
9. NUMBER OF CARRIERS OFF IN CHOICE PERIOD
10. CHOICE PERIOD FOR 3971 'S
11. NOTICE OF NEW LEAVE YEAR
12. PROCEDURES FOR APPLICATION OF ANNUAL LEAVE IN OTHER THAN CHOICE VACATION PERIOD
13. HOLIDAY SCHEDULING
14. OVERTIME DESIRED LISTS BY SECTION
15. 16. 17. LIGHT DUTY
18. DEFINITION OF A SECTION
19. PARKING
20. LEAVE FOR UNION ACTIVITIES
21. POSTING OF ASSIGNMENTS
- 22A. POSTING AFTER ABOLISHMENT OF ROUTE (S)
- 22B. T-6 ASSIGNMENTS

ITEM 1

Management wants any employee who gets toxic materials on themselves to wash it off immediately, and we shall grant reasonable wash-up time to those employees who perform dirty work.

ITEM 2

All letter carrier routes in the Tiffin Post Office shall be on a rotating days off schedule, with the work week running from Saturday through Friday.

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 the mail, take into consideration such factors as:

- A. The degree of emergency as stated by and acted upon by responsible government 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 the employee; and
- D. The safety and health of its employees.

Prior to taking action to curtail the mail, the employer will notify the union president of its decision and plan of implementation.

ITEM 4

The local leave program will coincide with the post office leave year. Anyone that bids a full week is obligated to take the full week. Any annual leave turned in will be in increments of a full calendar week(s) (Sun.- Sat.) using Form 3971 at least 2 weeks prior to the vacation (Carrier desiring to turn in annual leave must turn in increments of full weeks). All annual leave that was bid in the first two rounds and subsequently turned in will be immediately announced and posted for a period of three (3) working days as soon as management is notified in writing of the cancellation. Such weeks shall be granted by seniority, starting with carriers junior to the carrier canceling down. If the week is not taken by the time it reaches the junior carrier in the office it will then return to the senior carrier in the office back down to the carrier cancelling the leave.

All weeks of choice leave not selected the on the first round will be considered available non-choice selections the second round.

Carriers who become ill while on annual leave during the choice period shall be allowed to have another selection if one is available during the choice period. There shall be no exchanging of leave unless all carriers senior to both of the carriers exchanging leave have had an opportunity to participate in the exchange.

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All other reposted leave requested on a Form 3971 will be subject to the same rules as incidental annual leave requests as explained in Item #12 of this LMOU. (Except as noted above for leave from first two rounds that was canceled.)

ITEM 5

The choice vacation period shall be from January 1st thru December 31st. Please see Item #9 of this LMOU. The union leadership will be responsible for the posting and management of choice leave.

ITEM 6

Letter carriers will start their vacations on a Monday and return to work on Monday following their vacation, unless that Monday is a holiday or a non-scheduled workday, in which case, they will return to work on the Tuesday following the end of their vacation.

ITEM 7

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) or fifteen (15) days; total not to exceed ten (10) or fifteen (15) days on the first choice, in accordance with leave earned annually. Carriers may select ten (10) or fifteen (15) days, per Art. 10, Sect. 3, in the first round or defer all or part of their vacation in the first round. Carriers who have not selected ten (10) or fifteen (15) days in the first round shall be allowed to make their selection(s) in the second round.

ITEM 8

Employees on leave for union business, military leave or jury duty shall not be deprived of a choice vacation period. Jury duty will not be considered as part of the quota of carriers off during the choice vacation period. Attendance at union conventions shall not be counted as the employee's first and second round vacation selection. All carriers attending a national NALC convention during the choice vacation period will be counted in the number of carriers scheduled off during that period. One carrier attending a state NALC convention during the choice vacation period will not be counted in the number of carriers scheduled off during that period. Management will be notified no later than January 2 of the dates for the national and state conventions so that sufficient slots for all eligible delegates shall be withheld for the appropriate week.

(A) If no carrier uses their option to use this period for a convention, this week shall be posted for bid and selected by seniority after the second round.

ITEM 9

The number of carriers to receive leave during choice vacation period shall be:

A. There shall be three (3) carriers allowed off on annual leave the first full week in March through the last full week in October.

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B. Two (2) carriers shall be allowed off on annual leave the rest of the choice period.

City Carrier Assistants shall sign for annual leave in order of relative standing during the choice period immediately after the junior career carrier's selection. The same procedure will be followed when making non-choice selections.

ITEM 10

Each carrier craft employee will submit, following selection of their choice vacation period (s), Form 3971 in duplicate, filling in all applicable items. A copy, signed by the responsible supervisor, will be returned to each carrier craft employee.

Annual leave in other than in the first two rounds shall be granted in increments of hundredths of an hour, hours or days in the order that requests are received. Leave without pay will be granted only with the postmaster's approval. ELM 519

ITEM 11

On the third Monday of November, a supervisor, or his/her designee, will begin to contact all employees in the order of their craft seniority for applications for the first round of leave desired during the vacation period. The above date may be changed by mutual consent of the parties. Each employee will have 24 hours to make selections unless their scheduled day off is the next day or in an emergency situation. Carriers failing to select after the 24 hour period will forfeit their selection and be placed below the junior PTF in that round.

ITEM 12

When the last carrier to make a selection in the second round has made his/her selection, management will announce and post within 48 hours that the second round has ended. Carriers will then have until the end of the fifth (5) business day to submit form 3971 requesting incidental leave. Management will respond within forty-eight (48) hours of the end of the fifth (5) business day, with leave being granted in order of seniority. After this five (5) day period has ended, leave shall be granted on a first come first served basis. When two (2) or more carriers apply for the same leave period at the same time, leave shall be granted to the senior carrier. (Note: full weeks take precedent over less than full weeks.)

For all regular employees, both full-time and part-time, vacation leave is granted when requested to the extent practicable.

ITEM 13

Work assignments for all nationally observed holidays shall be filled as follows:

1. Full-time regulars who have volunteered and will be working on what would otherwise be their non-scheduled work day. Selection will be made on a seniority basis.
2. Full-time regulars who have volunteered to work on the holiday or designated holiday when such day otherwise would be a part of their work schedule. Selection will be made on a seniority basis.

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3. Part-time flexibles, even if overtime is necessary.
4. City Carrier Assistants, even if overtime is necessary.
5. Full-time regulars who have not volunteered and who will be working on what would otherwise be their non-scheduled work day, selected in the inverse order of seniority.
6. All other full-time regulars who have not volunteered selected in the manner as #5 above.

ITEM 14

Overtime desired lists shall be by sections as defined in this memorandum of understanding. The Tiffin Post Office has only one section under this contract.

ITEM 15

The postmaster shall make every effort to employ letter carriers in their own office for light duty assignments. A "light duty" assignment is any assignment within the physical capability of an employee who is temporarily or permanently incapable of performing his or her normal duties as a result of illness or injury. It is agreed that light duty assignments within the office, for letter carriers, may include, but not be limited to: letter carrier duties, clerk duties, and maintenance duties.

ITEM 16

See Item 15.

ITEM 17

See Item 15.

ITEM 18

A section shall be defined as one delivery unit throughout the Tiffin Post Office.

ITEM 19

Management shall provide parking for the carrier craft employees to the fullest extent possible.

ITEM 20

Leave to attend union activities requested prior to the determination of the choice vacation schedule will be a part of the total choice vacation period. Additional requests will be honored if possible in relation to mail volume and assistance availability.

ITEM 21

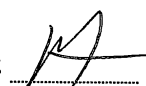
The USPS management and the union mutually agree to abide by Article 41, Section 1, Par. A, Sentence 3 and Sentence 5, Par. B, Sentence 2 and Sentence 3, Par. C Sentence 4, Section 3, Par. O.

ITEM 22A

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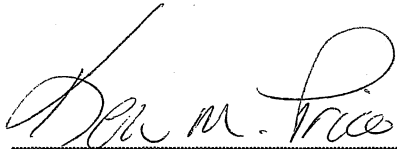


When a letter carrier route of full-time duty assignment, other than the letter carrier route (s) or full-time duty assignment (s) of the junior employee (s) is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that unit held by the 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 Article 41.

ITEM 22B

When a regular full-time carrier is called into work their nonscheduled day on their bid route, the regular full-time carrier will bump the T-6 from the regular full-time carriers route. The T-6 will bump any PTF or unassigned regular from one of the other four routes on his/her T-6 swing. If all of the other routes are held by regular carriers, then by mutual agreement between management and the employees involved, the T-6 will be assigned where needed.

This Memorandum of Understanding is entered into on November 8, 2017 at Tiffin Ohio, between the representatives of the United States Postal Service, and the designated agent of NALC Branch 100, pursuant to the Local Implementation Provisions of the 2016 National Agreement with the NALC.



Date 11/8/17

Ken Price
A/Postmaster
Tiffin, Ohio Post Office



Date 11/8/17

Andy Adkinson
Vice President
NALC Branch 100

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