

2011-2016

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE

TOLEDO, 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
Toledo, Ohio
Initials: _____

WASH UP TIME

ITEM 1

Article 8. Section 9., provides reasonable wash – up time for a letter carrier who performs dirty work. It is the position of the U.S. Postal Service that any 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.

WORK SCHEDULE

ITEM 2

Full-time regular letter carriers holding bid assignments shall have regular work week of five (5) days with rotating days off.

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 the mail, 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;
- (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;
- (g) 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.

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LEAVE

ITEM 4

- (a) Each station, when computing the non choice selections, will determine the number of slots needed by using two weeks for each assigned carrier in your unit. There are 28 non choice weeks. The same calculation used in choice selection will be administered for non prime selections, i.e. .33 or higher open up an additional row. In units falling below .33, the manager and union steward will jointly pick the weeks where the slots will be added.
- (b) The carrier workforce in place at each individual station branch, as of November 1, will determine the number of required slots.
- (c) Unassigned employees serving in 204b positions will not sign the carrier vacation list.

ITEM 5

The choice vacation period shall be a total of twenty-four (24) weeks beginning with the first full week of May through the first weekend in October, and shall include the week following Easter Sunday and the week of Thanksgiving.

ITEM 6

Vacation weeks run from Sunday through Saturday.

ITEM 7

- (a) Carriers, when making his or her first choice, may only select vacation selections in the choice period as set forth in Item 7 of the 2011-2016 Local Memorandum of Understanding which states, "The carrier may select 10 or 15 continuous days annual leave (refer to National Working Agreement, Article 10). When making his first choice, the carrier who earns 13 days annual leave per year may, at his option, sign for two (2) selections in the choice period of 5 days each. When making his first choice, the carrier who earns 20 or 26 days annual leave per year may, at his option, sign for two (2) selections in the choice period of units either 5 working days and 5 working days, or 5 working days and 10 working days."
- (b) 204b's who have a route assignment will sign the vacation list at the unit of their route assignment.
- (c) Rehab or limited duty employees, who do not have any carrier duties listed in their official job offer, will not sign the carrier vacation list.
- (d) Employees who earn four or five weeks annual leave per year may sign for up to three weeks in the choice period. They may choose two separate selections of one week each or one selection of one week and one selection of two weeks. The employees in this category may sign for up to three consecutive weeks.

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- (e.) Employees who earn two weeks (104 hours) annual leave may sign for two separate selections of one week each or two weeks consecutively.
- (f.) Employees may not sign for three separate weeks in the choice period the first time around.
- (g.) If an employee desires to cancel scheduled annual leave, he/she must do so at least ten (10) days prior to the scheduled leave. The entire week must be cancelled and will be announced and posted. Such weeks will be offered by seniority, beginning with all carriers junior to the carrier canceling the leave.

ITEM 8

The NALC will provide a list of delegates who will be attending state convention. This list will be provided by November 1st. An exception will be made during union election years. If the November 1st date cannot be met due to the timeframe of the election results, the union will provide the list of delegates within 5 days of the election results. Employees on the list of delegates will be given a slot on their unit vacation list for the week of convention. These employees will then be able to make their prime time choices.

ITEM 9

- (a) All T-6 utility carriers will sign the vacation list at the station that is their assigned pay location.
- (b) Employees on hold downs, at stations other than their official assignment, will sign the list where they are working when the list gets to them.
- (c) Rehab and limited duty carriers, who have any type of carrier duties specified in their job offers, will sign the list where they are working.

ITEM 10

Each carrier craft employee will submit, following final selection of his or her choice (and non-choice, where applicable) 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 within 2 working days.

ITEM 11

- (a) No later than November 1st of each year, management will notify all carrier craft employees through the Postal Bulletin of the beginning date of the new leave year. The Postal Bulletin with this information will be read to all employees at each respective work location.

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- (b) The vacation list at all stations will start to be distributed no later than December 1st. However, by mutual agreement between the parties at the individual station/branches, the vacation list can start as soon as November 1st. The union steward at each individual station/branch will administer the list and management will provide the steward a reasonable amount of time for the list administration duties. The vacation list will be jointly monitored by the union steward and employer.
- (c) Employees are allowed up to 24 hours to make their selections. Managers and union stewards must make every effort to ensure the list is handled expediently by making periodic announcements or personally alerting employees whose turn is eminent.
- (d) Managers and union stewards must ensure sign up procedures are adhered to.

ITEM 12

After all the carriers, including part-time flexible, 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.

When making a second selection, the carrier may, by choice, select ten (10) working days or five (5) working days and five (5) working days.

After all career carrier employees have made their selections for the prime time and non-prime selection periods, eligible CCAs will be able to select remaining weeks and/or slots in order of their relative standing.

This provision in no way changes the number of carriers permitted off per week as agreed upon in Item 4 of this Agreement, provided that any agreed percentage or fixed number for prime time and non-prime is based on the career compliment only.

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

An employee seeking leave, other than scheduled leave, shall present to his immediate supervisor a signed PS Form 3971, in duplicate, indicating the leave requested. The immediate supervisor shall, within two (2) working days, grant or deny such request and return one (1) copy of PS Form 3971 to the employee. Subject to the needs of the service, the granting of such incidental annual leave shall be on a first come first serve basis.

HOLIDAY SCHEDULE

ITEM 13

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

- (a.) City Carrier Assistants
- (b.) Part-time flexible, even if overtime is necessary.

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- (c.) 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.
- (d.) Full-time regulars who have volunteered to work on the holiday or designated holiday when such day otherwise would be part of their work schedule. Selection will be made on a seniority basis.
- (e.) Full-time regulars who did not volunteer and who will be working on what would otherwise be their non-scheduled work day, selected in the inverse order of seniority.
- (f.) All other full-time regulars who have not volunteered, selected by inverse seniority.

OVERTIME

ITEM 14

In accordance with Article 8, Section 5, of the National Agreement, a chart shall be posted and updated each quarter in each work location indicating each employee's accumulated overtime.

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/she did work overtime.

ASSIGNMENT OF ILL OR INJURED

ITEM 15-17

- (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.) Every effort will be made to place the disabled carrier in his/her present craft prior to placing the carrier in another craft.

DEFINITION OF SECTION

ITEM 18

In all instances where the work "section" is used in the National Working Agreement, it will be deemed to mean Branch, Station or Unit in this Local Memorandum of Understanding between Toledo, Ohio Post Office and National Association of Letter Carriers, AFL-CIO Branch 100, Toledo, Ohio.

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COMMUNICATIONS

ITEM 21 A

Unit supervisors will grant reasonable requests by designated stewards to occasionally use the public address system at all stations and branches for the purpose of making announcements on matters of mutual concern to letter carriers and management, or of special interest to Branch 100 members. Like requests for use of the equipment at the Main Post Office should be made to the ranking supervisor.

Notices, not limited to the postal and regional bullets and local directives and memoranda, which have a direct bearing on the letter carrier craft should be brought to their respective station supervisors after which they will be posted on the appropriate bulletin boards.

A copy of all posted notices relating to the carrier craft, and deemed to have a value of immediacy, shall be sent to the President of Branch 100.

LABOR-MANAGEMENT MEETINGS

ITEM 21 B

Labor-Management meetings may be held once per month by written request of either party. The times and dates will be by mutual consent. Agenda items will be exchanged at least twenty-four (24) hours before scheduled meetings. One union member will be on-the-clock. Other union members may attend off-the-clock.

SAFETY AND HEALTH

ITEM 21 C

When establishing a joint Safety and Health Committee as provided for in Article 14 of the National Agreement, the President of the NALC Branch or designee will serve as a committee member. Meetings shall be scheduled quarterly unless all committee members agree to other scheduled meetings.

TRAINING

ITEM 21 D

Branch 100 and the Employer will cooperate in furnishing, selecting and training letter carriers as on the job instructors for instructing and training new employees of the carrier craft. Training will be in accordance with Postal Service handbooks and Manuals and local Carrier Academy program, but additions or changes to improve the training may be made after consultation between Branch 100 and Management. Generally, training will be conducted by instructor-carrier concurrently with and as part of his regular assignment. However, a reasonable amount of auxiliary assistance should be granted, if necessary, to off-set the time spent exclusively on instruction.

Initials: _____

UNIFORM DRESS

ITEM 21 E

- (a.) Items of uniform dress appropriate for weather conditions shall be worn during winter weather conditions.
- (b.) Items of uniform dress appropriate for weather conditions shall be worn during summer weather conditions.
- (c.) During the months of April, May, October and November, the Postmaster will determine whether summer or winter apparel should be worn by employees after discussion with Branch President or his designee if an issue should arise.

POSTING

ITEM 22 A

- (a.) Full-time carrier assignments shall be posted for ten (10) calendar days.
- (b.) In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating his preference in the following manner: First choice _____, Second choice _____, etc. Multiple bids received from the same carrier which do not clearly indicate the first choice, second choice, etc., shall be returned to said carrier.
- (c.) Letter Carriers may exercise their bidding rights via telephone bidding or PS Form 1717 (bid card). If the bid is placed via PS Form 1717, it must be received in the Personnel Office by the closing date and time indicated on the bid posting. In accordance with the August 14, 2000 Bid Process Memorandum, when computerized and telephone bidding are available to all employees in an installation, telephone and computerized bidding is mandatory.

REASSIGNMENT

ITEM 22 B

Every effort shall be made to eliminate the junior carrier's route if it is necessary to eliminate a route at a station.

When a letter carrier route or full-time duty assignments, 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.

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Letter carrier duty assignments affected by the above paragraph incorporated in the local memorandum under Article 41.3.0 shall be restricted to the delivery unit affected.

Posting in all other circumstances shall be installation-wide.

ITEM 22 C

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 serving multiple offices.

ITEM 22 D

A T-6 carrier, serving multiple offices, on the 10/12 hour OTDL should be considered for overtime on all routes in their home office on their SDO, but only their bid routes in other offices they service.