

COLUMBUS OHIO LMOU



MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
AND
BRANCH #78
NATIONAL ASSOCIATION
OF
LETTER CARRIERS
AFL-CIO
COLUMBUS, OHIO
NOVEMBER 20, 2016
TO SEPTEMBER 20, 2019

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Item 1: WASH-UP PERIODS

1. Article 8, Section 9 of the 1984 National Agreement provides reasonable wash-up time for a letter carrier who performs dirty work.
2. It is the position of the United States 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.

Item 2: WORK SCHEDULES

Off Days: All regular Letter Carriers will be on a rotating schedule, except those in an established position with fixed off days. Those positions shall continue with a Monday through Friday work week.

Determination of off day rotations for any future full-time route(s)/assignment(s) and changes to any current full-time route(s)/assignment's off day schedule shall be discussed between the Postmaster and the Branch President or their designees prior to the assignment(s) being posted.

Item 3: EMERGENCY CONDITIONS

It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the employer to consider the curtailment of operations. Prior to taking action to curtail the operations due to emergency conditions, the employer shall notify the union as soon as practicable of its decision and plan of implementation. In cases of such emergency conditions, the employer will, prior to making a decision to curtail operations, take into consideration such factors as:

1. The degree of emergency as stated by and acted upon by responsible governmental authorities.
2. The requirements and reactions of its customers to the emergency.
3. The accessibility of postal operations and its customers to the employer and employee.
4. The safety and health of its employees.
5. Any carrier who fears for his/her personal safety or health shall immediately call the office, relate the condition to his/her immediate supervisor and/or manager and request further instructions.

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6. Responsible postal officials shall examine the situation immediately when local emergency conditions warrant the wholesale closing of businesses and other local industries. In accordance with the impact on letter carriers, appropriate postal officials may grant Leave Without Pay (LWOP), Annual Leave and/or leave as deemed appropriate.
7. The President, Branch 78 will be notified as soon as possible when the breakdown of air-conditioning or heating units result in abnormally warm or cold working conditions.
8. Responsible postal officials shall not only consider temperatures, but also humidity, air movement and other factor that can affect the climate of the working environment.
9. Postal officials will make the safety of letter carriers their prime concern, taking appropriate action to protect letter carriers.

Item 4: FORMULATION OF LOCAL LEAVE PROGRAM

No later than November 20th the postmaster or designee will provide the union with a list of all City Letter Carriers and City Carrier Assistants and the zip code in which they are assigned. Letter Carriers will select prime choice vacation periods from December 1 through February 1 each year for the following calendar year. Letter Carriers will select based on their seniority/relative standing and will have two (2) working days in which to select their prime choice vacation period(s).

The senior carriers at the station must be notified personally and have the right to select their choice of vacation period(s) by signing their names in the appropriate space(s) of the vacation period, by seniority. The number of carriers who make their selection at one time will be the same number that the unit manager/supervisor has determined can be granted vacation each week during the choice vacation period as defined in Item 9.

The next senior carriers must be notified personally and make their selection as above, and on down the line in seniority sequence until the junior carrier has made his/her selection. If a senior carrier makes no selection within two (2) working days after he/she has been notified personally, he/she shall lose his/her right for that round.

Letter Carriers not at work when their name comes up shall be jointly contacted by the shop steward and management to receive prime choice vacation selections from Letter Carrier(s) in this situation.

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This procedure shall be followed in selecting the second and third vacation periods, but not until all first choices have been exhausted. After all career carriers have made their selections for the prime time and non-prime time selection periods, eligible CCA's will be able to select remaining weeks and / or slots in order of their relative standing. 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. Any vacation period or portion assigned to a carrier but not used by that carrier, including military leave, sick leave, retirement, resignation, transfer to another craft, etc. must be posted once for re-bid only if given up by the Wednesday prior to the period. The period, in eight (8) hour increments, will be re-bid, including the scheduled day off of the canceled vacation period and awarded by seniority. The bidding will cease on the Wednesday, prior to the week given up, at 6:00pm. Any carrier transferring to another station shall be granted his/her vacation period as was assigned and the losing station shall not re-bid the vacation assignment. Vacation shall be assigned by city-wide seniority within the station as stated in the agreement.

Any carrier reassigned to another station for any reason will be permitted to carry his/her approved annual leave with him/her to the new station. If the carrier for any reason cancels vacation the vacation will be posted in the new station. Any Letter carrier bidding from Station #1 to Station #2 during the vacation signup period will complete bidding in Station #1.

Item 5: THE DURATION OF THE CHOICE VACATION PERIODS

The choice vacation period shall be from the second pay period in January through the last full week in November. For zips/ sections with 20 or more routes, two (2) slots will be available during the week in which Christmas Day falls. One (1) slot will be available for zips / sections with less than 20 routes.

Item 6: THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

A Letter Carrier's vacation will begin on Monday and continue through Sunday. Exceptions shall be granted upon agreement between the Letter Carrier, Branch President (or designee) and the Postmaster (or designee).

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Item 7: WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTION DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS

Letter Carriers, at their option, may request two selections by seniority in units of five (5) or ten (10) days, the total not to exceed the ten (10) or fifteen (15) days entitlement under Article 10, Section 3 of the National Agreement.

Letter Carriers may use additional Incidental Annual Leave days in conjunction with their prime choice period vacation if they so choose in accordance with Item 12 of this Local Memorandum of Understanding.

Item 8: WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

Jury duty and attendance at national or state conventions will not be counted in the complement of employees, agreed upon, to be simultaneously let off during the choice vacation period.

Item 9: DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

The percentage of slots available for leave during Prime and Non-Prime periods will be 13%. The calculation will be based on the number of career letter carriers. When the application of these percentages to the unit equals more than a whole number, 0.5 or higher shall be rounded up to the next whole number.

Leave slots remaining open after choice selection period has ended will be available for application under incidental leave, up To 13%. Carriers must make application no later than 72 hours prior to the leave date to secure an open slot. Should the leave be applied for with less than 72 hours' notice, the leave approval/disapproval will be at management's discretion.

Item 10: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH PRUPOSES

The approved vacation list shall be posted on the bulletin board within three (3) working days after the choice vacation selection period closes.

Item 11: DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

By November 1st of each year, a notice shall be posted on bulletin boards to notify employees of the beginning date of the new leave year.

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Item 12: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

Applications for annual leave during other than the choice vacation periods, will be made on Form 3971 to the carrier's manager/supervisor. The following procedures will be used:

1. 3971's will be accepted by a carrier's manager/supervisor up to forty (40) calendar days prior to the requested annual leave date.
2. The manager/supervisor will sign and date submitted 3971's in the section designated "Signature of Supervisor Notified and Date" in the presence of the submitting carrier. 3971's not signed and dated by the accepting manager/supervisor or not handed directly to the manager/supervisor will not be considered submitted.
3. Requests for annual leave will be approved or disapproved within a seventy-two (72) hour period commencing from 6:00pm of the day the 3971 is submitted, with this exception; annual leave contained in a week with a Monday holiday shall be approved or disapproved within three (3) working days commencing with 6:00pm the day the 3971 is submitted.
4. Management shall respond as soon as possible to the annual leave requests that are submitted within less than seventy-two (72) hours prior to the actual leave period requested.
5. Failure to inform the employee within the seventy-two (72) hour period will be considered approval of said request.
6. If more than one (1) carrier requests the same period of annual leave on the same date of submission, seniority will be used to determine the carrier granted the leave.
7. A carrier, upon request two (2) weeks in advance, but not later than, will be granted one (1) day annual leave on his/her birthday, excluding non-scheduled days and/or holidays.
8. Jury Duty – In order to have uniformity and consistency, schedules shall be revised to include both hour changes, as well as a change in non-scheduled days, in accordance with the provisions outlined in Section 516.44 of the *Employee and Labor Relations Manual*.

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Item 13: THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

In establishing and posting schedules for holiday and days designated as carrier's holidays, the following priorities are to be followed:

1. City Carrier Assistants, Part-time flexible, or any non career employees even if overtime is necessary.
2. Full-time and part-time regular carriers who have volunteered to work on the holiday or their regular work schedule, on a rotating basis by seniority.
3. All other full-time and part-time regular volunteers, on a rotating basis by seniority.
4. Full-time and part-time regulars who have not volunteered and who will be working on what would otherwise be their non-scheduled work day, on a rotating basis by juniority.
5. All other full-time and part-time regulars who have not volunteered on a rotating basis by juniority. This rotating plan to be by section.

Item 14: WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

1. The names of carriers listed for the "Overtime Desired List" will be limited to a Zip Code within a Station or Branch to which he/she is regularly assigned.
2. In order to insure equitable opportunities for overtime hours worked and opportunities offered for those carriers on the "Overtime Desired List" only, will be posted and updated quarterly, using the following method:
 - a. A chart will be made as follows:
 1. First block of each day will show the number hours offered at the rate of one and one-half (1 ½) times the base hourly straight time rate.
 2. Second block of each day will show the number of hours offered at the penalty overtime rate of two (2) times the base hourly straight time rate. Penalty overtime pay will not be paid for any hours worked in the month of December. In accordance with National guidelines.
 3. A (+) sign for overtime hours worked and a (-) sign for overtime hours offered and turned down, shall be used to insure equitable opportunities offered and will be posted and updated each calendar quarter.

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- b. First offer for overtime will be made to the carrier with the least total hours offered and worked.
- c. In the event a regular assigned carrier is requested to work on his/her non-scheduled workday, he/she shall be assigned to work his/her own route, provided that the T-6 carrier can be moved to another route in his/her T-6 duty assignment.
- d. Part-time flexibles shall not be required to be on call.

Item 15, 16 & 17: THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

- 1. When a city letter carrier properly requests temporary or permanent light duty, in accordance with Article 13 of the National Agreement, such request will be considered in accordance with the provisions of that article.
- 2. If temporary light duty is approved, first consideration will be given to:
 - a. Casing routes, including his/her own, and any other office duties of the carrier craft in his/her facility.
 - b. Auxiliary routes, including his/her own, DPS work related to the carrier craft and any other office duties of the carrier craft in his/her facility providing such work is available and within the carrier's physical/medical limitations.

Item 18: THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION

When it becomes necessary to reassign within the installation employees excess to the needs of a section, a section shall be defined as a Carrier Unit within an individual zip code.

Item 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

- 1. All available craft employee parking in the area of the Main Post Office shall be assigned to craft employees on a first come first serve basis.

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2. Employee parking spaces for the handicapped employees will be designated as those space closest to the installation.
3. At the Main Post Office the NALC will have two (2) reserved spaces which will be designated as: "NALC Official Business" and "President – NALC".

Item 21: THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

Article 7 - Employee Classification

Branch 78 shall be notified immediately of the assignment of carriers by management when:

- A. A carrier is assigned to another craft for a duration of five (5) consecutive working days or more.
 - B. When a new tour is established combining carrier craft work with another craft.
 - C. When there is a change in the carrier complement.
 - D. When there is a transfer from another Installation.
 - E. When there is a CCA conversion to full time regular.
1. Posting
Regular letter carriers making application for an advertised vacant regular route shall apply for the assignment utilizing the Phone Bidding procedure or PS Form 1717A (duplicate 1717A is optional). Regular letter carriers may request a round date for the 1717A. Regular letter carrier are responsible for submission of their bid to Human Resources. The word "BID" and the announcement number shall be placed on the front of the envelope when submitting bids by mail. If requested, management shall provide a penalty envelope. The date and day off for the week of the posting will be included on the route advertisement.
 2. Article 41.3.O
"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, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers

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Item 21: Continued

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.”

For purposes of bidding under this provision, the posting/bidding shall be by zip code.

3. Uniform and Work Clothes

Items of uniform dress appropriate for the winter season shall be worn during the months of December, January, February and March.

Items of uniform dress appropriate for the summer season shall be worn during the months of June, July, August and September.

During the months of April, May, October and November, the optional uniform shall be worn.

4. Use of Public Address Systems

Representatives of Branch 78, NALC may use the public address systems at all Carrier Units, with the approval of the Unit Supervisor, including the subject and content of the announcement.

5. Inspection of Personnel Jackets

At reasonable intervals, a letter carrier shall be granted the opportunity, upon timely request, to inspect his/her personnel jacket (except highly confidential items) in the presence of a management representative, provided such inspection occurs off the clock.

6. Christmas Operations

The policies to be established by management for the Christmas operations will be the subject of discussion at a timely regularly Joint Labor-Management Committee meeting.

7. Joint-Labor Management Meetings

Joint labor-management committee meetings shall be scheduled once a month, provided agenda items are submitted.

Agenda items must be exchanged at least seventy-two (72) hours prior to such meetings.

Meetings shall be held on the 2nd Thursday of each month, unless the parties agree to another date.

Where agenda items do not warrant a regularly scheduled meeting, discussions may take place by mutual agreement in lieu thereof.

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Item 21: Continued

8. Vehicle Assignment

The employer will make a reasonable effort to assign 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, including periodic washes.

RE: Item 4 of the Local Memorandum of Understanding

It is the intent of Item 4 of the LMOU that all carriers will have the opportunity to select their yearly earned vacation within the rounds of selection. Every effort will be made to accomplish this task by the specified time of February 15th of each year by both Craft and Management. If a second round has begun prior to February 15th then carriers authorized a second round will have the opportunity to complete the second round.

John Barker
USPS Representative

Douglas A. Gulley
President NALC Local Branch 78

(signed copy on file)