

MEMORANDUM OF UNDERSTANDING

BETWEEN

U S POSTAL SERVICE

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS

BRANCH 105

LIMA OH

1998 - 2001

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ITEM 1 – WASH UP TIME

SECTION 1. Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

ITEM 2 – NON-SCHEDULED DAYS – EXCEPT COLLECTIONS

SECTION 1. All full time letter carriers non-scheduled days will be scheduled on a rotating basis, unless otherwise provided in this Memorandum of Understanding.

SECTION 2. When the regular non-scheduled day falls on Friday, the following day (Saturday) will be a non-scheduled day, for employees with a rotating schedule.

SECTION 3. Mutual exchange of non-scheduled days within the same week and within the group of T-6 carriers shall be made upon approval of management and proper completion of Form 3189.

ITEM 3 – GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

SECTION 1. The parties recognize that the Postal Service is the most vital part of the communications machinery of the USA and that historically, this Post Office has provided this service to the public without interruptions; therefore, as a matter of policy, postal operations will not be terminated at the Post Office unless the Postmaster determines that conditions so warrant.

Reasonable consideration shall be given, but not limited to, such conditions as:

1. The safety and health of the employee
2. Civil disorders
3. Acts of God
4. Hazardous weather conditions
5. Advice of local authorities

Management shall notify the employees at the earliest possible time of termination or curtailment of postal operations. Such notification will be by telephone, and/or available public media such as TV and radio.

ITEM 4-5-6-7-8-9-10-11-12-20 – ANNUAL LEAVE

SECTION 1. The choice vacation period shall be the first week in May through the first week in September.

Section 2. Vacation planning will be in accordance with instructions in the National Agreement.

SECTION 3. The leave week will be Monday through Sunday.

SECTION 4. Employees who earn 13 days annual leave per year shall be granted up to ten (10) days continuous leave or two choices of five (5) days in choice period. Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen (15) days continuous leave or two choices; one of ten (10) days and one of five (5) days in choice period. During prime time, 13% of the carriers will be let off each week. During non-prime time, 7% of the carriers will be let off each week. In those instances where the percentage does not result in a whole number and the fractional result is 0.5 or higher, the next whole number shall be considered the correct figure (e.g. 2.5 and above would become three (3) employees.)

SECTION 5. An annual leave chart for bidding annual leave for the new leave period other than the choice period, including December, will be posted on November 1. It will be posted for a three week period.

SECTION 6. Any carrier desiring to cancel scheduled choice annual leave shall notify the supervisor in writing ten (10) days in advance of the leave scheduled. If bid week is not turned in ten (10) days prior to scheduled annual leave the carrier will take the scheduled leave unless there is an insufficient annual leave balance or unforeseen circumstances prevail. If such notification is received within these time limits, subject leave will be posted for bid and granted in accordance with seniority.

SECTION 7. Military leave shall not count against an employee's right to annual leave in the choice period.

SECTION 8. The Union shall notify management of the dates of their national and state conventions and the number of delegates scheduled to attend prior to the January meeting on vacation planning. The number allowed off on annual leave this week will be reduced by this number.

SECTION 9. Day to day requests for annual leave shall be submitted on Form 3971 in triplicate. Only a carrier supervisor will place the carrier's name on the supervisor's calendar and the supervisor will initial such entry. Annual leave will then be awarded in the sequence of listing on the calendar, as available. Whenever possible management will approve or disapprove applications for day to day leave, two working days in advance of the day requested. A signed copy, approved or disapproved, of Form 3971 shall be returned to the employee. For those employees who desire a week's vacation on short notice, submit their 3971 in triplicate prior to the week requested. It will be approved or disapproved no later than Wednesday prior to the week requested.

SECTION 10. Saturday leave shall be granted in accordance with seniority, provided the carrier has made application on Form 3971, in duplicate, before 4:00PM Monday preceding the Saturday requested. Application for such leave made later than indicated above will be granted on a "first come – first served" basis.

SECTION 11. Every possible consideration for appropriate leave shall be given to employees in situations of personal emergency. The organization shall be advised of any carrier on emergency leave by supervisor upon request. The supervisor will not be required to state the nature of the emergency.

SECTION 12. Choice vacation time will be posted February 1st through March 15th.

SECTION 13. An employee must have sufficient annual leave balance to bid and be granted annual leave.

SECTION 14. By mutual consent, carriers may trade two (2) bid weeks of annual leave with written notice to their supervisor are least two weeks prior to the scheduled leave period. Traded weeks may not be traded again.

ITEM 13 – HOLIDAY SELECTION

SECTION 1. Employees will be selected to work on a holiday in the following order:

1. Casuals
2. Part-time flexible employees
3. Full-time volunteers selected by seniority
4. Non-volunteers who will be working on their non-scheduled day selected by inverse seniority
5. Non-volunteers who will be working on their holiday selected by inverse seniority

ITEM 14 – OVERTIME

SECTION 1. The overtime desired list shall apply to all full time carriers in the Lima Ohio Post Office and its branches.

SECTION 2. A record of equalizable overtime of each employee will be made available for all employees. This record is to be kept at the supervisor's desk and will be kept current quarterly. The record will include opportunities for overtime that were declined.

**ITEM 15-16-17 ASSIGNMENT OF ILL OR INJURED REGULAR AND
FLEXIBLE EMPLOYEES**

SECTION 1. All requests for light duty assignments will be considered when accompanied with doctor's statement of illness or injury or other acceptable evidence.

SECTION 2. Identification of light duty assignments --It is agreed that light duty assignments include the stations and branches for letter carriers, and shall include, but not be limited to:

1. Delivering special services
2. Preparing orders for case labels
3. Assisting with CMU
4. Relabeling carrier cases
5. Coverage of suitable collection routes
6. Assisting vehicle maintenance assistant
7. Performing unassigned clerical duties

SECTION 3. If light duty assignments must cross craft lines, the crafts involved shall be consulted prior to any re-assignment.

**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**

A section shall be defined as all delivery units throughout the Lima Ohio Post Office and its branches.

ITEM 19 – PARKING

SECTION 1. In the event parking space becomes available in the Lima Ohio Main Post Office; the Postmaster will determine how many parking spaces are available for all craft employees. Carriers shall receive that proportion of the total number of available spaces as the total number of carriers bears to the total number of craft employees in the office. Assignment of places shall be by seniority at that unit.

**ITEM 21 – REPRESENTATIONS – ORGANIZATIONS RIGHTS –
COMMUNICATIONS**

SECTION 1. Branch 105 shall be notified immediately by the Postmaster or his designee, listing all personnel actions taken concerning the letter carrier craft.

SECTION 2. Representatives of Branch 105 shall have the right to the use of telephone in the Post Office or branches for the purpose of performing and engaging in official union duties and business subject to business conditions and approval of supervisors.

ITEM 22 – ADMINISTRATION AND INTERPRETATION

SECTION 1. Craft officials will be notified of any emergency conditions existing that affects the craft or any member.

SECTION 2. The total number of craft representatives permitted to attend Labor Management meetings; other than specified in the National Agreement, will be three (3).

SECTION 3. The installation head and appropriate officials shall meet with representatives of this organization on the third Thursday of each month at 0830, unless time and or date is changed by mutual agreement. Meetings will automatically be cancelled if neither side has an agenda twenty-four hours in advance of scheduled meeting.

SECTION 4. Three (3) copies of the official minutes of each Labor-Management meeting will be furnished to the Organization within ten calendar days after each meeting.

ITEM 23 – COMMITTEES

SECTION 1. All committees requiring a member of the craft will have the members designated by the President of the craft, except when the installation head is specifically directed to appoint a committee. If the installation head does not appoint the craft's choice, the craft will be consulted and/or requested to designate another member.

SECTION 2. Appointments or reappointments to existing committees will be made at the beginning of each calendar year except by mutual agreement.

ITEM 24 – SAFETY AND HEALTH

SECTION 1. Safety meetings shall be held by unit supervisors for employees on the clock at least once a week.

SECTION 2. Unsafe practices will be brought to the attention of a union steward.

SECTION 3. When requested by employee, supervisors will review collection schedules to determine if enough travel time between boxes is provided.

SECTION 4. As far as practicable, vehicles shall be assigned to the same route each day.

SECTION 5. A letter carrier's safety shall supersede any other consideration.

SECTION 6. Letter carriers are not expected to finger mail when it would create a safety hazard.

ITEM 25 – EMPLOYMENT AND WORK ASSIGNMENTS

SECTION 1. The Union shall be notified as far in advance as possible of the assignment of employees by management under Article VII, Section 2.A, and the hiring of casual employees under Article VII, Section 1.B of the National Agreement.

ITEM 26 – SICK LEAVE

SECTION 1. No employee shall be expected to perform his duties when they are incapacitated and unable to perform their duties.

SECTION 2. No minimum sick leave balance shall be established below which an employee's sick leave record would be considered unsatisfactory.

ITEM 27 – ISSUANCE OF PAYCHECKS

SECTION 1. Upon employee's request, management will provide a means of distribution of employees' paychecks to each employee.

ITEM 28 – SCHEDULE FOR WEARING UNIFORMS

SECTION 1. The seasonal change of uniforms shall be at the option of the carrier.

ITEM 29 – LUNCH AND REST BREAK

SECTION 1. Carriers may, upon authorization by their immediate supervisor, extend their lunch period up to, but not exceeding, two (2) hours due to extenuating circumstances with submission of Form 3971.

ITEM 30 – BULLETIN BOARDS AND LITERATURE RACKS

SECTION 1. One bulletin board shall be provided by Management for letter carriers in each installation where letter carriers are assigned.

SECTION 2. General information boards now located on workroom floor shall also be retained.

ITEM 31 – INSPECTION OF PERSONNEL JACKETS

SECTION 1. A letter carrier shall, upon request, have the right to inspect his personnel jacket at any time during office hours. The carrier making such request may be accompanied by the branch president or a steward off the clock.

ITEM 32 – TRAINING

SECTION 1. Training will be conducted by a supervisor or a qualified employee acting as instructor. The union will be consulted as to who will be used in all areas of training.

ITEM 33 – SENIORITY

SECTION 1. A current seniority roster will be posted in the Main Post Office and all branches.

ITEM 34 – POSTING

SECTION 1. In all bid positions where senior qualified bidder is assigned, all those bidding, senior to the one awarded the position, upon written request, shall receive in writing the reason or reasons for not being selected and the means by which they may improve themselves, or in the future qualify for such assignments.

SECTION 2. When an assignment is awarded to the senior qualified bidder, he will, upon request, be given a copy of the job description on which he bid.

SECTION 3. Posting and bidding for duty assignments will be in accordance with the National Working Agreement, except that there will be no withdrawing of bids after closing date and time of posting.

SECTION 4. When a 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.

ITEM 35 – DISCIPLINE PROCEDURE

SECTION 1. The supervisor may notify a steward of any contemplated disciplinary action against any letter carrier which may result from any alleged deficiency or misconduct.

ITEM 36 – SEPARABILITY

SECTION 1. Should any part of this Agreement or any provisions contained herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions of this Agreement, and they shall remain in full force and effect.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into on November 1, 2000 at Lima Ohio 45801-9998, between the representatives of the United States Postal Service, and the designated agent of the NALC Branch 105 pursuant to the Local Implementation Provision of the 1998 National Agreement with the National Association of Letter Carriers.



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