2019-2023

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN THE PARTIES OF

U.S. POSTAL SERVICE, EATON POST OFFICE
EATON, OHIO 45320

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS
BRANCH 182, DAYTON, OHIO 45431

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ITEM 1: Additional or longer wash-up periods

Will be in accordance with the National Agreement.

ITEM 2: The establishment of a regular work week of five (5) days with either fixed or rotating days off

All regular carriers shall be on a rotating work schedule. Leave replacement (hold down) carriers will assume the workweek of the route they are serving that week.

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

It is recognized by both parties that on occasions emergency conditions may exist to cause management to consider the curtailment of services. In such cases, management will take into consideration the following factors in order:

(a) The safety and health of the employee:
(b) The degree of emergency as stated by and enacted on by responsible governmental authorities
(c) The requirement of its customers.

Management must notify the local NALC President of any emergency conditions causing management's decision to curtail postal operations as soon as practical.

ITEM 4: Formulation of Local Leave Program

The Vacation Calendar will be managed and run by the Local Steward or designee for vacation planning for the Choice and Non-Choice Vacation Selection Periods. Prior to 1 October of each year Management will provide the Steward or Designee an accurate seniority list. The Vacation Calendar shall be provided to the senior Career Letter Carrier no later than

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1 October. Each Career Letter Carrier by seniority will have three days in each round to hold the Vacation Calendar to consider their selections.

Career Letter Carriers are allowed to sign up for three weeks of Annual Leave in the first round. Career Letter Carriers are allowed to select two weeks in a row during the first round. During the second round, Career Letter Carriers are allowed to sign up for an additional one or two weeks of annual leave depending on length of service. No carrier will be allowed to sign up for more than the amount of leave accrued during the coming year. After completion of the second round the Vacation Calendar will be closed. All leave requests after the Vacation Calendar is closed will be considered incidental leave requests.

All requests for incidental leave must be submitted in duplicate on a PS form 3971.

After all Career Letter Carrier employees have made their selections for the Choice and Non-Choice selection periods, eligible CCA's 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 9 of this Local Agreement. 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.

ITEM 5: The duration of the choice vacation period

The choice vacation period will begin the 2nd full pay period in January through the last full week in November to include the week following Thanksgiving. The period of December 26th through the Saturday following New Year's Day will be offered and considered as one selection.

ITEM 6: The determination of the beginning of an employee's vacation period

Annual leave will be scheduled in the Vacation Calendar in increments of five days or more beginning on Monday ending on the following Sunday.

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ITEM 7: Whether employees at their option may request two (2) selections during the choice vacation period, in units of either 5 or 10 days.

Employees may request selections during the choice vacation period in units of 5 days. The period between Christmas and the Saturday following New Year's Day shall be considered one unit.

ITEM 8: Whether Jury Duty and attendance at National or State Conventions shall be charged to the choice vacation period.

All employees who are called for jury duty during his or her scheduled choice vacation period, or who attends a National, State or Regional Convention (Assembly) of the Union during the choice vacation period is eligible for another available period provided this does not deprive any other employee of his or her first choice. Jury duty will not be considered as part of the quota of carriers off during the choice vacation periods.

All National Convention delegates must list the convention week as a selection in addition to their allowable selections in the first round, and will be granted the convention week by seniority during the selection process. Any delegate who does not obtain the convention week by seniority will be granted the convention week as an addition to the maximum percentage allowed off that week.

If there is a leave cancellation for convention week, the vacation waiting list will not be utilized unless the number of those scheduled for leave drops below the established maximum percentage allowed off for that week.

Alternate delegates not on the original vacation book for convention week who subsequently are scheduled to attend the convention to assume the spot of a delegate formerly scheduled to attend the convention shall be granted leave to attend the convention.

ITEM 9: Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

During Choice Vacation period and Non-Choice Vacation period 13% of the Letter Carrier Workforce will be afforded leave each week. (CCA's are defined as carriers)

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ITEM 10: The issuance of official notices to each employee of the vacation schedule approved for such employee.

Carriers are to submit a PS Form 3971 in duplicate for all vacation selections. A signed copy will be returned to the carrier by management at the completion of the Choice Vacation Selection period.

Following the completion of the second round of the Vacation Calendar, Management and the Local Steward or designee will certify the accuracy, sign and date the Vacation Calendar prior to posting. One copy will be posted on the NALC Bulletin Board.

ITEM 11: Determination of the date and means of notifying employees of the beginning of the leave year.

Management and the Union will meet each September of the preceding year for the purpose of preparing a leave book.

Management will post notification to all employees prior to the week of October 1st, each year, of the beginning date of the following leave year.

ITEM 12: The procedures for submission of applications for annual leave during other than the choice vacation period

All requests for Annual Leave outside of the Choice/Non-Choice Vacation selection will be considered incidental leave and will be subject to Management's approval and operational needs. Carriers are responsible for submitting PS Form 3971, Request for Notification of Absence in duplicate. These requests will be considered on a first-come, first-served basis. Management will consider the requests at the earliest time possible, taking into account any special circumstances. All incidental leave requests shall be acted upon within 48 hours or will be considered approved.

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ITEM 13: The method of selecting employees to work on a holiday.

The order of scheduling for Holidays shall be:

1. CCA's, even if overtime is necessary
2. All PTFs even if overtime is necessary
3. FTR volunteers on their non-scheduled day by seniority
4. FTR volunteers on their holiday or day designated as their holiday by seniority
5. FTR non-volunteers on their non-scheduled day by juniority
6. FTR non-volunteers on their holiday or day designated as their holiday by juniority.

ITEM 14: Whether "Overtime Desired" lists in Article 8 shall be section and/or tour.

An overtime desired list will be established and shall be by tour.

ITEM 15: The number of light duty assignment within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

ITEM 16: 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.

Management shall make every effort to place ill or injured employees in light duty assignments, subject to Article 13 of the National Agreement.

ITEM 17: The identification of assignments that are to be considered light duty within each craft represented in the office.

The following duties including, but not limited to, may be considered as light duty assignments"

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a) Duties within their bid assignment

b) Duties outside of their bid assignment, such as:

1. Express Mail within restrictions
2. Casing mail on open routes, heavy routes, and auxiliary routes
3. Delivery routes within restrictions
4. Re-labeling cases/Redbooks
5. Any other productive carrier work that is available within the unit

Light duty work assignment to an employee shall be based upon the restrictions advocated by the employee's physician to review and verification. All request for light duty will be submitted in accordance with Article 13.2.A of the National Agreement. Management shall determine whether there is productive work available within these restrictions.

ITEM 18: The identification of assignments comprising a section, when it is proposed to reassign within an installation employee excess to the needs of a section.

Will be in accordance with the National Agreement

ITEM 19: The assignment of employee parking spaces N/A

ITEM 20: The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

Reassignment within the Installation (Eaton) of employee's excess to the needs of a section shall be administered in accordance with the provisions of Article 12 of the 2011 National Agreement. Each delivery unit will be considered a section for this purpose.

ITEM 21: Those other items which are subject to local negotiations as provided in the craft provisions of the National Agreement.

None

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ITEM 22: Local implementation of the Agreement relating to seniority, re-assignments, and posting.

All full-time carrier assignments shall be posted for ten (10) working days excluding Saturdays and Sundays. The notice inviting bids for letter carrier craft assignments shall be posted for ten (10) days. In the event the 10th day falls on either a Sunday or a Holiday, as referenced in Article 11, the posting period will be extended to the close of business on the next work day.

The senior applicant for a vacant assignment shall be awarded the new assignment within fifteen (15) working days of the closing of the bids, except that during the month of December, he or she shall be placed in the new assignment on the first work day of the first pay period beginning after December 25th.

This Memorandum of Understanding is hereby agreed on 2 June 2021 between representatives of the United States Postal Service and the designated agent of the National Association of Letter Carrier, Branch 182, pursuant to the Local Implementation Provisions of the National Agreement.

Mathew Johnson
For the United States Postal Service
Eaton, Ohio

James W. Brown, President
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