2019-2023

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN THE PARTIES OF

U.S. POSTAL SERVICE, VANDALIA POST OFFICE
Vandalia, OHIO 45377

AND

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

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ITEM 1: Additional or longer wash-up periods

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

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

Letter Carriers in Vandalia Post Office will be granted non-scheduled work days on a rotating basis.

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.

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 warrant.

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

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

Management will notify the employee at the earliest possible time of termination or curtailment of Postal Operations. Such notification will be by telephone, and/or public media such as radio or television.

ITEM 4: Formulation of Local Leave Program

The vacation selection book for the next leave year shall be provided, by Management or their representative, beginning with the senior carrier in the Station, no later than November 1st of the preceding year. Selections will be made by seniority. Each carrier will have no more than two (2) days to hold the vacation book for their selections in any round. The two (2) day rule may be superseded by mutual agreement. The book will be offered to each carrier by seniority and each carrier may select 3 to 5 weeks based on leave accrual in next succeeding year.

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After all career employees have made their selections for the choice vacation period, eligible CCAs will be able to select 1 to 2 weeks in order of their relative standing.

After the completion of the CCA round, the vacation book/calendar will be closed. All other requests for annual leave will be considered as incidental leave, subject to management's approval and Item 12 of this LMOU.

ITEM 5: The duration of the choice vacation period

Choice vacation period will begin the January 1 and run through the week which includes November 30th of each year.

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

All carriers vacation shall start on Monday and end Sunday.

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.

Per the National Agreement.

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

An employee who is called for jury duty, during their scheduled choice vacation period, or who attends a National, State, or Regional Convention (assembly) during the choice vacation period is eligible for another available period provided this does not deprive any other employee of his first choice for scheduled vacation.

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

A minimum of 2 (two) of the carrier complement will be off during Choice vacation period, with the month of December excluded.

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

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Once the Master Vacation Calendar has been passed to all carriers, a 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 or their representative will notify all carriers when the Master Vacation Calendar will begin to be given to carriers by seniority.

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

All applications for incidental leave will be made in writing on a PS Form 3971. Requests for periods of leave, properly submitted on a PS Form 3971 will be approved if there are vacant slots in the Station Vacation Book for that week where the leave was requested. These requests will be handled on a first-come, first serve basis. Management will notify the carrier with a properly approved PS Form 3971 within 48 hours of the submission of the leave.

All other requests for leave will be considered on a first-come, first-serve basis, and will not be unreasonably denied.

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

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

1. CCAs, even if overtime is necessary.
2. Part-time Flexibles, even if overtime is necessary.
3. Full-time regulars who have volunteered and who will be working on what would otherwise be their non-scheduled work day. Selections will be made on a seniority basis.
4. 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. Selections will be made on a seniority basis.
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 No.5 above.

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

N/A

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

N/A

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.

N/A

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 assignment:

1. Duties within their bid assignment
2. Duties outside of their bid assignment, such as:
   a. Router
   b. Casing mail on open routes, heavy routes and auxiliary routes
   c. Delivery routes
   d. Relabeling cases
   e. Any other productive carrier work that is available within the unit.

Light duty work assigned to an employee shall be based upon the restrictions advocated by the employee's physician subject to review and verification by Postal Service Medical Officer. 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 employees excess to the needs of a section.

N/A

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ITEM 19: The assignment of employee parking spaces

The existing Parking Program will remain in effect. If necessary to assign parking places, they will be assigned by seniority of all employees, carriers, clerks and management.

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.

N/A

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

N/A

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

Letter Carriers applying for an assignment shall make a sealed bid in writing to the Postmaster in charge of the unit during the period for which the notice is posted.

All full time carrier assignments, including the utility carrier assignments, where appropriate shall be posted for 10 (ten) working days following the date the notice inviting the bids is posted.

The following provision without modification shall be made a part of a local agreement when requested by the local branch of the NALC during the period of local implementation; provided, however, that the local branch may on a one-time basis during the life of this Agreement elect to delete the provision from its local agreement:

> "When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time assignment(s) of the junior employees(s), is abolished at a delivery unit as a result of, but limited to, route adjustments, highway, 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) of full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in the Article."

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That provision may, at the local NALC Branch's request during local implementation, be made applicable (including the right to delete it) to selected delivery units within an installation. For purposes of applying that provision, a delivery unit shall be a postal station, branch or Zip Code area. Any letter carrier in a higher level craft position who loses his/her duty assignment due solely to the implementation of that provision shall be entitled to the protected salary rate provisions (Article 9, Section 7) of this Agreement.

This Memorandum of Understanding is entered into on 7 May 2021, between the Representative of the United States Postal Service and the National Association of Letter Carriers Branch 182, pursuant to the Local Implementation Provisions of the 2020-2023 National Agreement.

Kimberly M Walker

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Vandalia, Ohio

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