2019 - 2023
Local Memorandum of Understanding

Between
United States Post Office
Wickliffe, Ohio
and
National Association of Letter Carriers
AFL-CIO
Branch 40

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on May 20, 2021 at the Wickliffe Post Office 44092 between a representative of the UNITED STATES POSTAL SERVICE and the designated agent of the NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO, BRANCH 40 pursuant to the LOCAL IMPLEMENTATION PROVISION of the 2019-2023 NATIONAL AGREEMENT.

This Local Memorandum of Understanding shall be in full force and effect until Midnight May 20, 2023, unless extended by agreement between the parties at the National Level. The Terms of this Memorandum of Understanding are subject to the Grievance-Arbitration Procedure as contained in the National Agreement.

ITEM 1 - Wash up time:

Each carrier shall be granted reasonable wash-up time at the Wickliffe Post Office.

ITEM 2 – Off Days:

All Full Time Regular Carriers are to have rotating days off.

ITEM 3 – Curtailment of Postal Operations:

The decision for curtailment or termination of Postal Operations to conform to the order of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail Postal Operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

Prior to taking action to curtail mail due to emergency conditions, the employer will notify the union of its decision and plan of implementation

ITEM 4 – Formulation of Local Leave Program

Applications for leave during the Prime Vacation Period are to begin by the 15th of November and be completed by November 30th. Carriers will be called by seniority, then relative standing, in making their selections for the Prime Vacation Period. Applications are to be submitted in duplicate. A vacation schedule will be posted, after December 1st, denoting open dates to be given in a first come first served basis.

a. If more carriers select a prime choice vacation period than authorized to be granted, their names will be added to a waiting list in seniority order, then relative standing order.

b. Cancellations must be submitted in writing no less than seven (7) days in advance of the leave date. Management must repost the cancelled leave for three (3) working days.

c. Management responsibility will be to keep the prime choice vacation period updated if there is a cancellation. Management will not be responsible to notify any carrier on the waiting list that a prime choice vacation period has opened.

d. It is the responsibility of the carrier, on the waiting list, to request any open prime choice vacation that has been reposted.

e. Incidental leave for the Prime Vacation Period will be accepted during the first fifteen days of December. All leave slips, including cancellations, must be in duplicate and be dated December 15th.

ITEM 5 – Choice Vacation Period

The Choice Vacation Period shall be from January 1 through the December 31 of each year.

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

Leave week is to remain Monday through Sunday. Exceptions may be granted by agreement among the employee, the union representative, and the employer.

ITEM 7 – Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 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. The total leave approved cannot exceed the number of days authorized in Article 10, Section 3.D.1, 2 or 3 of the National Agreement.

City Carrier Assistant Letter Carriers at their option, may request two selections by relative standing in units of five (5) days, the total not to exceed ten (10). City Carrier Assistants must have an anticipated leave balance sufficient to cover each leave week requested. That is, they must have an anticipated leave balance of at least 40 hours for each separate week they select, or an anticipated leave balance of 80 hours if they select two continuous weeks.

After all Regular, PTF and CCA Letter Carriers have made their first round selections, Regular Letter Carriers may, at their option, make two (2) additional selections by seniority in units of five (5) days. The total annual scheduled in both rounds may not exceed twenty-five (25) days or the carrier's annual leave total after advanced leave has been credited at the beginning of the leave year, whichever is less.

After both rounds have been completed, 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 will not be considered as part of the quota of carriers allowed off during the choice vacation period.

If a carrier is called to jury duty during his/her selected choice vacation period, he/she will be allowed another choice selection during a period of his/her choice.

One delegate attending a national and/or state convention during the choice vacation period shall not be charged as a vacation selection and will not be counted in the number of carriers scheduled off during that period.

ITEM 9 – Determination of the maximum number of employees who shall receive leave each week during the Choice Vacation Period

From the beginning of the Prime Choice Vacation Period through the last Sunday in November, when requested, four (4) City Carriers, including CCAs, will be granted annual leave in accordance with Item 4 of this memorandum. For the remainder of the Prime Choice Vacation Period, when requested, three (3) City Carriers, including CCAs, will be granted leave in accordance with Item 4 of this memorandum.

All requests for incidental leave during the Prime Choice Vacation Period must be submitted in duplicate at least 48 hours prior to the start of the leave.

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

All requests for annual leave will be submitted using duplicate PS Form 3971. Once official action has been taken, a copy of the PS Form 3971 will be returned to the employee.

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 the bulletin boards to notify the employees of the beginning date of the new leave year. The posting shall include the beginning and ending dates of the Non-Prime Time Vacation Period and the beginning and ending date of the Prime Time Vacation Period. The dates for submission for both vacation periods will also be listed.

ITEM 12 – Non- Prime Annual Leave Selection:

When requested, ten (10) percent of City Carriers, including CCAs, shall be granted annual leave during the non-choice vacation period. When applying the 10 % requirement, any fraction of 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number.

Requests for Non-Prime vacation will be accepted during the first fifteen days of December for the following year. All PS Forms 3971 must be submitted in duplicate and be dated December 15. Requests will be processed by seniority and relative standing. If more carriers request annual leave than authorized to be granted, their names will be added to a waiting list in seniority/relative standing

order. Management will return all processed PS Forms 3971 and post the leave calendar by the last Friday of December.

All requests for incidental leave during the Non-Prime Vacation Period must be submitted in duplicate at least 48 hours prior to the start of the leave.

ITEM 13 - The method of selecting employees to work on a holiday or designated holiday:

Methods of selecting employees to work on a holiday or designated day as a holiday will be selected as follows:

First:	Part Time Flexible, Transitional Employees, and City Carrier Assistants.
Second:	Volunteers for straight time (holiday) employees.
Third:	Volunteers for overtime (off day) employees.
Fourth:	Juniority of the non-scheduled (off day) employees.
Fifth:	Juniority of the designated holiday employees.

Management will make every effort to avoid scheduling Letter Carriers to work as a 204b (replacement supervisor) in instances where this would cause a letter carrier to work against his/her wishes.

ITEM 14 - Overtime Desired List

The Overtime Desired List shall be by section (section to mean Carrier Section). A new Overtime Desired List will start at the beginning of each calendar quarter. The Overtime Desired List will start at Zero (0) Hours and Zero (0) opportunities each quarter.

In order to ensure equitable opportunities for overtime, overtime hours worked and only opportunities verbally offered shall be updated by supervisors daily and posted on the bulletin board weekly, on Saturday. A chart listing employees by seniority will be maintained by supervisors and posted on the bulletin board.

Overtime hours verbally offered and excused will be circled on the chart.

The wishes of a Non-ODL Letter Carrier will be honored when an excess of eight (8) hours per day is required on the carrier's own route on one of his/her regularly scheduled days.

A full-time regular carrier who transfers into the Wickliffe Post Office in the middle of a calendar quarter, and who were on the Overtime Desired List at his/her former office, may sign the ODL in Wickliffe, should they desire, within the first five (5) work days after the transfer. Any overtime they work will not count toward equalization at the end of the quarter.

Any PTF or CCA who is converted to full-time regular status in the middle of a calendar quarter, may sign the Overtime Desired List, should they desire, within the first five (5) working days after they are converted. Any overtime they work will not count toward equalization at the end of the quarter.

ITEM 15 - The number, method, identification and procedures for light duty assignments.

It is agreed by and between the U.S. Postal Service, Wickliffe Post Office and Branch 40, NALC, that the following terms and conditions represent the basic understanding of the parties as to assignments of ill or injured employees to light duty assignments for the period of this Agreement.

ITEM 16 – The number, method, identification and procedures for light duty assignments.(Cont.)

Light duty requests will be submitted in writing to the installation head. Requests will be reviewed between the Postmaster and the President, NALC Branch 40 or his/her designee. Light duty will be provided to city Letter Carriers to the extent possible, within the limitations provided by the carrier's physician.

Light duty assignments within the city Letter Carrier craft consist of, but are not limited to, casing mail, (own route on regular scheduled days, auxiliary route(s), vacant routes curtailed mail on other routes), AMS work (address management system), class carrier case label work, lining out and entering change of address information on PS Form 3982 (pink cards) for all routes, answering telephones, delivering Express Mail, working in the Central Mark-up Unit (CMU), and delivering mail on available mounted territory.

ITEM 17 – The number, method, identification and procedures for light duty assignments. (Cont.)

Sick leave balance will not be a factor in granting light duty. Light duty assignments may consist of less than eight (8) hours per day. In the event a letter carrier requesting light duty work has a zero (0) sick leave balance, they may, at their option, use Annual Leave or Leave Without Pay (LWOP) on days where there is no or less than eight (8) hours of light duty work available.

ITEM 18 – Defining Installation and Sections

The Wickliffe Post Office shall be considered an installation. For the purpose of applying Article 12 of the National Agreement, the entire installation shall be considered a section.

ITEM 19 – The assignment of employee parking spaces.

The Wickliffe Post Office will continue to furnish free parking for all Letter Carriers in the Wickliffe Post Office. Parking will be on a first-come first served basis in the designated area for craft employees.

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

Leave to attend union activities will be charged as in Item 8.

ITEM 21 – Posting and Bidding

a. Bidding for vacant carrier assignments will be restricted to letter carriers of this installation with seniority being the determining factor.

b. In the instance where several carrier assignments are posted, a carrier may bid for as many assignments as posted stating his/her preference as 1st Choice, 2nd Choice, 3rd Choice, etc.

c. Letter carriers applying for new assignments may submit a sealed bid in writing to the supervisor, or in his/her absence, the postmaster.

d. Vacancy notices shall be posted for a minimum of ten (10) days.

e. The successful bidder for the vacant position shall be placed in the new assignment within fifteen (15) days of the posting, except in the month of December.

f. If the successful bidder is on leave at the time of the effective date, the successful bidder will begin on the first day of the basic (Saturday) work week following his/her return.

g. The language in Article 41.3.O will be incorporated into this section.

ITEM 22 – Miscellaneous

1. Any applicable change in postal manuals to the carrier craft and copies of all posted notices will be given to the union steward of this installation.

2. Overtime

   a. Overtime assignments will be governed by Article 8 of the National Agreement.

   b. A carrier will be credited for overtime hours worked on their own route on a regularly scheduled day.

   c. Assignments will be rotated by seniority of the employees needed based on the lowest number of overtime hours.

   d. Posting of the Overtime Desire List will follow the National Agreement as stated in Article 8.5.C.2.C.

   e. Collections will be considered delivery time.

   f. When there is a need for more overtime, other than the Overtime Desire List can provide, employees will be asked on a volunteer basis and will be included with the ODL employees in picking assignments. Carrier assigned to mandatory overtime, those not volunteering but are being required to work, will be given their choice of work after all others have picked.

   g. A list will be posted for the entire workforce showing overtime hours worked.

h. An employee appointed by the steward may monitor the Overtime Desire List on the clock.

3. When a letter carriers route becomes necessary to be eliminated, management will eliminate the junior carrier's route within the installation.
4. Management agrees to provide an orientation period of one (1) week for new employees.

5. Employees shall call the Post Office and report any accident/injury and remain in the area where the incident occurred. The Post Office will then notify the police department.

6. A representative from Branch 40 shall have the right to the use of the public address system for the purpose of making announcements pertaining to the letter carriers.

7. The following order is to be used when a regular carrier is called in on a non scheduled day:

   a. The regular carrier shall be assigned to his/her route if the utility carrier can be move to an open route within the U-group. If there is no open route within the U-group, the utility carrier will be assigned to any open route.

   b. If there is a route in the U-group where a PTF has a preferred bid, the utility Carrier shall displace the PTF.

   c. If the PTF with a preferred bid on a U-group is displaced by a regular carrier, the PTF will be required to move to an open route, of his/her choice, within the U-group. The displaced PTF may not displace another PTF within that U-group that has a preferred bid.

8. The following order is to be used when a utility carrier is called in on a non-scheduled day:

   a. The utility carrier will get his/her choice of open routes within his/her U-group.

   b. If there are routes in the U-group held by PTFs with preferred bids, the PTF carrier is required to move to any open assignment.

   c. If all the routes in the U-group have regularly assigned carriers on them, the utility carrier is required to move to any open assignment.

9. The following order is to be used when a PTF is called in:

   a. The PTF may not displace the regular utility carrier.

   b. A PTF with a preferred bid on a route can displace another PTF with a preferred bid on a U-group to an open route within that U-group.

   c. If a PTF has a preferred on a route, a PTF with a preferred bid on the U-group may not displace that PTF.

10. PTF letter carriers may choose their work assignments on a daily basis by seniority. When management determines that it would be in the best interest of the service, management will make the assignment.

11. The use of standby drive outs will be on the rotation of personally owned vehicles. The use will be equalized by opportunity not by dollars.

This Memorandum of Understanding was signed on 5/20/2021 by:

Carla Conway
O.I.C.
Wickliffe, OH 44092

William R. DeVore
NALC Representative
Branch 40