



USPS - NALC CINCINNATI, OHIO 2019 - 2023 LOCAL AGREEMENT

This Local Memorandum of Understanding is entered into on May 28th, 2021, at Cincinnati, Ohio, between the representatives of the United States Postal Service and Branch 43, National Association of Letter Carriers pursuant to the Local Implementation Provisions of the 2019 National Agreement.

This Local Memorandum of Understanding shall be in full force and effect until midnight May 20th, 2023, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.

REPRESENTATIVES HAVE AFFIXED SIGNATURES OF AGREEMENT TO THIS COVER PAGE ONE (1) AND INITIAL EACH NINE (9) REMAINING PAGES OF THIS COMPLETE TEN (10) PAGE DOCUMENT.

Karen L. Garber
Postmaster, Cincinnati, USPS

Date

Ted N. Thompson
President, Branch 43, NALC

Date

1. ADDITIONAL OR LONGER WASH-UP PERIODS

Reasonable wash-up time shall be granted to employees who perform dirty work or work with toxic material.

2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

All full-time assignments will be on a rotating schedule of Monday through Saturday with Sunday being a non-scheduled day. The rotating schedule on any full-time assignment can be changed to a fixed non-scheduled day by mutual agreement of a representative of the USPS and the president of the Local NALC Branch or his/her designee.

3. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES WHEREAS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

In the event of an emergency officially being declared by a federal, state or local authority, because of the conditions listed below, the District Manager, or his/her designee, shall immediately notify the local NALC President and/or designee of his/her decision to remain open, closed or curtail operations.

Conditions for closing and/or curtailing operations, including but not limited to:

- 1. The safety and health of the employees
- 2. Hazardous weather conditions, including flood, storms, snow, etc.
- 3. Acts of God
- 4. Curtailment of public transportation equipment
- 5. Closing of businesses and other offices
- 6. Civil disorder

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

4. FORMULATION OF LOCAL LEAVE PROGRAM

Employees at each station or branch will choose a vacation period they desire in order of seniority. Beginning December 1, employees will begin signing for their vacation choices on the vacation calendar or chart.

The seniority rounds will be completed by notifying as many senior carriers to choose at one time as possible, but no more than the highest available weekly allotment. Carriers must choose within two (2) scheduled working days. Failure of the carrier to choose within two (2) scheduled working days will place the carrier after the last employee in the round.

The vacation selection will be comprised of two (2) rounds. All career employees will be given an opportunity to choose by seniority in the first round, the same procedure will be followed by seniority in the second round.



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All non-career employees will be given an opportunity to choose, by relative standing, after all career employees have selected his/her first and second round picks. Granting leave under this provision must be contingent upon the employee having a sufficient leave balance anticipated when the leave is taken.

Employees reassigned to another station or branch after making their vacation choice, will be granted vacation at their new station or branch at the time it was scheduled in the original unit.

A copy of this article on annual leave shall be posted on the station/branch bulletin board or attached to the vacation calendar or chart.

Employees may, at his/her option, elect to cancel their scheduled vacation in whole or in part. Employees electing this option shall notify their immediate supervisor by Tuesday of the week prior to their scheduled vacation. The employee shall provide written notice of what dates and times the employee wishes work.

5. THE DURATION OF THE CHOICE VACATION PERIOD(S)

The choice vacation period shall begin December 24 and continue through the second Saturday in December of the following year.

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

Vacation weeks will begin on Monday and end on Sunday.

7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS

Employees who earn 20 - 26 days annual leave may choose any one of the six items below. Employees who earn 13 days annual leave may choose any one of Items 4, 5 or 6 below. Non-career employees may choose any one of items 4, 5 or 6 below. The first-round vacation pick can be:

1. Three (3) continuous weeks, or
2. Three (3) separate weeks,
3. Two (2) continuous weeks and one (1) separate week, or
4. Two (2) separate weeks, or
5. Two (2) continuous weeks, or
6. One (1) week

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

Jury duty will not be charged to the choice vacation period.

The NALC, Branch 43, will notify the postmaster of Cincinnati of the names of delegates and the dates of the national convention and state convention prior to December 1. During the three-week NALC national convention period, the number of carriers who can be scheduled off at each unit during the period will be reduced by two for each three delegates attending the convention. The same formula will apply to the one week for the state convention. Attendance will be charged against the number off during the choice vacation period as stated above, but not against the delegate's scheduled vacation.



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

In the first-round vacation pick, the maximum number of employees who shall receive leave each week during the choice vacation period shall be 15 percent (15%) of the current career employee workforce at each station or branch as of December 1, rounded off to the nearest full number.

In the second-round vacation pick, the maximum number of employees who shall receive leave each week shall be 13 percent (13%) of the current career employee workforce at each station or branch as of December 1, rounded off to the nearest full number.

During December as noted in Item 5, the maximum number of employees who shall receive leave each week during the choice vacation period shall be seven percent (7%) of the current career employee workforce at each station or branch as of December 1, rounded off to the nearest full number.

10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEES

Carriers will make all requests for vacations on form 3971 in duplicate. Prior to the beginning of the new leave year, a vacation calendar will be posted at each station and two (2) copies will be given to a steward. The supervisor will return a copy of form 3971 as notification of the carrier's approved vacation by the start of the new leave year.

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

During the last week of November, each year, management in each unit will announce, to all carriers, the beginning date of the leave year.

12. PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIODS

Incidental annual leave will be approved by management for up to 13 percent (13%) of the current career employee workforce at each station or branch except during the month of December as noted in Item 5 - up to seven percent (7%) will be approved.

Requests for incidental annual leave shall be made as far in advance as possible by submission of forms 3971 in duplicate. The 3971 will be hand delivered to the employee's immediate supervisor who in turn will initial receipt of the form. The supervisor will approve such leave request by return of validated copy of form 3971 within 24 hours.

Should an employee apply for leave with less than 72 hours' notice, the leave approval will be at management's discretion.



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Should an employee request leave which would result in more than 13 percent (13%) of the current career workforce off, or more than 7 percent (7%) off during the month of December for the weeks available during the choice vacation period in accordance with Item 5, the leave approval will be at management's discretion. Leave under this provision will be approved on a first come/first served basis. Any employee(s) requesting leave on the same date for the same time, the senior employee shall be approved.

If management determines annual leave is available on any given day in a station or branch, an "Opportunity Roster" will be used to determine who will be allowed annual leave. This will be done by seniority on a rotating basis.

13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

The intent of Article 11 is to allow the maximum number of employees to be off on their holiday or designated holiday while allowing those individuals who wish to work the opportunity to do so. The overall understanding is that the maximum number of employees scheduled should not exceed one employee per route. However, due to operational considerations this does not preclude management from scheduling less than one employee per route.

The order of scheduling for Holidays shall be:

1. Part Time Flexible employees (PTFs).
2. City Carrier Assistants (CCAs).
3. Full time employees - volunteers whose holiday or designated holiday it is by seniority.
4. Full time employees on the overtime desired list.
Note: This item only refers to scheduling employees on their non-scheduled day. This does not include any provisions of Article 8 relating to maximization of the overtime desired list.
5. Full time employees - volunteers on their non-scheduled work day by seniority.
6. Full time employees - non-volunteers on their non-scheduled work day by juniority.
7. Full time employees - non-volunteers on their holiday or designated holiday by juniority.
 - a) All work in excess of 8 hours would be handled in accordance with normal OTDL procedures.
 - b) Employees who through illness or injury are unable to complete an entire work assignment will not be calculated when determining the provision of "an employee per route". However, when employees are forced under item 6 and item 7 of the pecking order, these employees should be treated in the same manner as any other employee.

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

Overtime desired lists for the carrier craft will be by station. Station is "home station" for carriers assigned to more than one unit.

When an employee has complied with Article 8, section 5A, of the National Agreement, and by reason of assignment or the bidding procedure, changes stations, he/she shall have his/her name inserted according to seniority to the gaining station's overtime desired list and shall be credited with overtime hours equal to the employee with the greatest amount of overtime hours at the time of being placed on the list.

When a carrier desires it within two weeks after making regular, he/she may at his/her option, sign his/her name to the overtime desired list and shall be credited with the overtime hours equal to the employee with the greatest amount of overtime hours at the time of being placed on the list.

Updated as used in Article 8, Section 5C, of the National Agreement, shall be construed to mean reduced to zero at the beginning of each quarter.

For purposes of determining Overtime Equitability under Article 8.5.C.2, the following will be considered equitable in the Cincinnati Installation:

70 hours or less	- six (6) hours from the top/high carrier
71 – 99 hours	- eight (8) hours from the top/high carrier
More than 100	- ten (10) hours from the top/high carrier

All overtime opportunities offered or worked outside of the work location where he/she normally works, shall not be charged to the overtime desired list.

15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS

There will be one (1) full-time assignment reserved for light duty for letter carriers at each station.

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

In the event the full-time assignment is occupied, light duty will be provided at the next closest office without an occupied light duty assignment.

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17. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

Light duty assignments will consist of the following duties available, but are not limited to these duties:

1. Router work
2. Express mail duties and delivering mis-thrown parcels
3. Casing mail on open routes, heavy routes, and auxiliary routes
4. Mounted delivery routes
5. Folding of flats
6. Relabeling cases
7. General office duties
8. Assisting on vehicle inspections
9. Carrier mark-ups
10. Rewriting carrier route books
11. Labeling of apartment buildings mailboxes
12. Any other productive work that is available within the unit qualified employees on light duty will be assigned

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

“Section” as referred to in Article 12 of the National Agreement on reassignments, is agreed to be the entire carrier craft of the Cincinnati City Operations Branch of the Cincinnati Postal Service.

19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Parking spaces will be considered for all carriers when new installations are under consideration for establishment.

Parking spaces at each station, excess to the needs of the Postal Service and available for employee parking will be allocated for carriers in the same ratio as carriers constitute the total complement of the station. The allotted space(s) will be assigned to the senior carrier(s).

20. THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF A CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PERIOD

Annual leave requested prior to the determination of the choice vacation period to attend union activities will be charged to the choice vacation period.



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21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THE NATIONAL AGREEMENT

A. 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, 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 Article 41.

B. When there is more than one (1) hour change in the starting time of a route, the regular carrier who has obtained that route through the bidding procedure shall advise management in writing within twenty (20) days of the effective date of the change if he/she does not wish to remain on that route. In this event, management shall post the route for bid. The letter carrier in question will remain on the route unless he/she notifies management as indicated above.

C. Pursuant to Article 41, Section 2.B. 3, 4 & 5, opting for routes will be accomplished through the following procedures:

1. On Saturday prior to the beginning of an opt, station management will post a list of the routes available for opting.
2. No later than close of business on the following Tuesday, eligible carriers will submit their preference for opted routes.
3. Carriers will be awarded their opt preference by seniority
4. No later than close of business on Wednesday, the opting schedule will be posted.

D. When a full time regular is called into work on a non-scheduled day, the full time regular will work his/her regular route, if a route is available on the T-6 string. Determine if a route is available using the following order:

1. First, the T-6 must be placed on an open route in the string by choice if more than one, if not
2. The T-6 displaces the junior opt person to another assignment, if not
3. The full time regular will be assigned as needed, not displacing anyone.

When a full time regular is scheduled in to work on a non-scheduled day, this is not unanticipated and the T-6 will not be moved from the scheduled route.

E. No vehicle will be assigned a carrier unless it can be reasonably expected to conform to recognized safety standards.

F. It is the employer's intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washes.

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- G. The installation head or his/her designee may permit union officers and stewards to use the public address system to make brief appropriate announcements.
- H. Upon request to supervision, stewards and officers of the union shall have permission to use the post office telephone for the purpose of performing and engaging in union duties or business related to the collective bargaining agreement or the local memorandum of understanding.
- I. A supervisor issuing written instructions or directions shall sign and date them.
- J. The public address system will not be used for the purpose of admonishing or disciplining an employee.
- K. In accordance with Article 17, when an employee requests time to consult with his or her steward, a minimum of five (5) minutes will be provided within the same tour. If a steward is not available, five (5) minutes will be provided to contact the local union office.
- L. When scheduling City Carrier Assistants (CCA) for Sunday parcel delivery, they will be scheduled on a weekly rotating basis when possible.
- M. In the event of no work being available for City Carrier Assistants (CCA) at their assigned unit, they will travel to other units or be sent home by reverse relative standing, unless a CCA has opted for and is occupying a hold-down in their assigned unit.
- N. In the event of permanent reassignment (Form 50) for City Carrier Assistants (CCA) from one unit to another, they will be reassigned voluntary by relative standing and involuntary by reverse relative standing, unless another CCA has opted for and is occupying a hold-down at the losing unit at time of reassignment.
- O. The Treasurer of NALC Branch 43, shall be granted either annual leave or leave without pay, at the employee's option, on the Thursday prior to each postal pay date.
- P. To implement additional language in reference to Article 16 of the National Agreement and the discipline procedures contained within, no Cincinnati employee shall be issued discipline without a NALC steward present, if available. If no NALC steward is available, or if management elects to mail the discipline to the employees address of record, the NALC Branch 43 office shall be immediately notified of such action taken and provided a copy of the charged discipline.



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22. LOCAL IMPLEMENTATION OF THE NATIONAL AGREEMENT RELATING TO SENIORITY, REASSIGNMENT AND POSTING

- A. A copy of the installation-wide carrier seniority list will be provided to a steward for posting at each station. Three copies will be sent to the Branch office.
- B. All routes (except those set aside for light duty) shall be posted for 15 days.
- C. Bidding for vacant routes will be restricted to full time carriers with seniority as the determining factor. When a posting contains several assignments, a letter carrier may bid for as many assignments as are posted.
- D. The Dedicated Collection unit will be considered a separate station.



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