

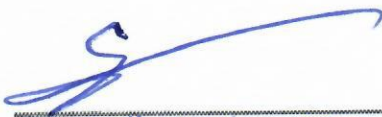


# USPS - NALC CLEVES, OHIO 2019 - 2023 LOCAL AGREEMENT


This Local Memorandum of Understanding is entered into on May 25<sup>th</sup>, 2021, at Cleves, 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 20<sup>th</sup>, 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 FOUR (4) REMAINING PAGES OF THIS COMPLETE FIVE (5) PAGE DOCUMENT.

  
Linda A. Cross  
Postmaster, Cleves, USPS

6/22/21  
Date

  
Ted N. Thompson  
President, Branch 43, NALC

6-16-21  
Date

CLEVES, OHIO  
LOCAL AGREEMENT  
2019-2023

Item 1

Article 8, Section 9 of the National Agreement provides reasonable wash-up time for a letter carrier who performs dirty work. It is the position of the U.S. Postal Service that any letter carrier should be granted such time as is reasonable and necessary for washing up after performing dirty work or incident to personal needs as currently established.

Item 2

Non-scheduled days for all full-time regular carriers at the Cleves, Ohio Post Office will be consistent with past practice, with rotating off days of every other Friday and Saturday and fixed non-scheduled days of Sunday.

Item 3

Whenever an emergency condition exists, i.e.—extreme weather conditions, hazardous driving, bomb threats, etc, the installation head will review, where possible, appropriate federal, state, and local governmental recommendations and directives and make a determination as to whether curtailment or termination of delivery services is necessary. In making such determination, the safety of a carrier, the protection of Postal Service property, and other relevant factors will be given appropriate consideration.

Item 4

Vacation weeks will be granted on a seniority basis.

Carriers will begin choosing vacations no earlier than December 1<sup>st</sup> of each calendar year. All bidding should be completed by December 31<sup>st</sup>.

Upon notification to choose vacation, the senior carrier must choose within two (2) scheduled working days. Failure to exercise a choice within two (2) scheduled working days will place the carrier after the junior most carrier for choosing vacation in the seniority round.

After all letter carriers have been given an opportunity to bid vacations in the first round, a second seniority round will be conducted, with the same procedures for all remaining annual leave weeks.

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.

Exchange of vacation weeks during the choice vacation period may be authorized by the Postmaster with the concurrence of the Steward.

  
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Item 5

The choice vacation period shall be from December 26 through the first weekend in December.

Item 6

Vacation weeks will start on Monday and end on Sunday.

Item 7

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, on the first seniority round. Leave for City Carrier Assistants (CCA) will be contingent upon the employee having a sufficient leave balance when the leave is taken. The first-round vacation pick can be:

1. Three (3) continuous weeks, or
2. Three (3) separate weeks, or
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

Item 8

Jury Duty, Military Leave and attendance at National and State conventions shall not be charged to the choice vacation period.

Item 9

The number of carriers, including City Carrier Assistants (CCAs) allowed off during the choice vacation period is one (1) per week.

Item 10

Carriers will make all requests for vacations on PS Form 3971 in duplicate. The supervisor will return a copy of the PS Form 3971 as notification of the carrier's approved vacation by the start of the new leave year.

Item 11

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

Posting of the choice vacation periods will be the last week of November.

Incidental annual leave will be approved by management for up to one (1) employee for all dates of the choice vacation period, pending the leave is requested by Tuesday of the prior week. If the leave is not requested by Tuesday of the prior week, approval shall be at management's discretion.

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**Item 12**

Incidental annual leave will be approved by management for up to one (1) employee for all dates of the choice vacation period, pending the leave is requested by Tuesday of the prior week. If the leave is not requested by Tuesday of the prior week, approval shall be at management's discretion.

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.

If annual leave is available to a letter carrier for dates closed in the month of December, the letter carrier craft shall be notified in advance and given a chance to bid on days available.

**Item 13**

The order of scheduling for holidays shall be:

1. Part-Time Flexible employees (PTF).
2. Full-time employees--volunteers by seniority and on the OTDL list.
3. Full-time employees--volunteers not on the OTDL list.
4. City Carrier Assistants (CCAs).
5. Full-time employees--non-volunteers by juniority

**Item 14**

The Overtime Desired List will include all full-time city letter carriers.

**Item 15, 16 & 17**

Light duty assignments for carriers will be any available and productive work that the carrier is able to perform, in accordance with Article 13 of the National Agreement and medical restrictions. Management will make every effort to provide light duty accordingly.

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

1. Router work
2. Express mail duties
3. Casing mail on open routes, heavy routes, and auxiliary routes
4. Mounted delivery routes
5. Folding of flats
6. Relabeling cases
7. Training new employees
8. General office duties
9. Assisting on vehicle inspections
10. Carrier mark-up
11. Rewriting carrier route books
12. Labeling of apartment building mailboxes
13. Any other productive work that is available within the unit

  
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Qualified employees on light duty will be assigned light duty at the nearest available unit where light duty is available.

Item 18

Selection as referred to in Article 12 of the National Agreement on reassignment is agreed to be the entire carrier work force of the Cleves, Ohio Post Office.

Item 19

The present parking program of carriers parking on site will continue.

Item 20

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

Item 21

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(s), is abolished at a delivery unit as a result of, but not 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) or full-time duty assignments was abolished shall be posted for bid in accordance with the posting procedures in Article 41.

Item 22

If expedited bidding is available, all routes shall be bid in such manner. If not, vacant full-time carrier assignments will be posted for fifteen (15) calendar days.

Two copies of the carrier seniority list will be given to the NALC Steward at the Cleves, Ohio Post Office and to the office of NALC Branch 43.

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