



USPS - NALC HILLSBORO, OHIO 2019 - 2023 LOCAL AGREEMENT

This Local Memorandum of Understanding is entered into on May 21st, 2021, at Hillsboro, 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 FIVE (5) REMAINING PAGES OF THIS COMPLETE SIX (6) PAGE DOCUMENT.

Curtis J. Pegran

Postmaster, Hillsboro, USPS

6-16-21

Date

Ted N. Thompson

President, Branch 43, NALC

6-16-21

Date

HILLSBORO, OHIO MEMORANDUM OF UNDERSTANDING 2019-2023

ITEM 1

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. It is acknowledged by the parties that all carriers at the Hillsboro Post Office perform dirty work in the office and on the street. Therefore, carriers shall be granted eight (8) minutes per day (four (4) minutes in the morning and four (4) minutes in the afternoon) for washing up after performing dirty work and incident to personal needs. This time is in addition to the five (5) minutes daily personal time in the office provided for in the M-41 and M-39 Handbooks.

ITEM 2

Schedules of all regular carriers off days shall be on a fixed basis. Non-scheduled days shall be assigned based on seniority with the senior carrier having choice of what his/her assigned non-scheduled day shall be. After senior carrier choice, the same practice for the senior carrier shall continue for all other carriers down to the junior carrier with last choice.

ITEM 3

It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the Postmaster or his/her designee to reduce the level of service. In cases of such emergency conditions, the Postmaster or his/her designee will, prior to making a decision to reduce level of service, shall take into consideration such factors as:

- 1. The degree of emergency as stated by and acted upon by responsible government authorities.
- 2. Public notice of occurrences such as road closings, being advised by the media not to venture out unless it is an emergency, and reaction from customers to the emergency shall be given the greatest consideration prior to making any decision.
- 3. The accessibility of postal operations and its customers to the employer and employee, and the safety and health of its employees.

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4. The Postmaster or his/her designee shall notify the Branch 43 President of his/her decision and plan of implementation prior to taking action to reduce the level of service.

Prior to making a determination, where practicable, local management will make every reasonable effort to discuss the circumstances with the Union.

ITEM 4

Employees 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 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

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

After all carriers have opted for up to 15 days in the first round, the same procedure will be followed by seniority for the second round.

Signing for vacations by seniority will be completed by the end of December.

All cancelled prime time vacation slots will be re-posted for bidding by seniority when the notice of cancellation is received by the Postmaster prior to 5 days before the beginning of the annual leave.

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.

ITEM 5

Beginning in 2022, the choice vacation period shall be the entire calendar year, January 1st through December 31st.

ITEM 6

Vacation weeks will begin on Monday and end on Sunday.

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ITEM 7

Employees who earn twenty (20) or twenty-six (26) days annual may choose any one of the following from the choice vacation period:

- 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

Employees, including City Carrier Assistants (CCA), who earn thirteen (13) days annual leave may select any two (2) weeks during the leave year. Leave for CCAs will be contingent upon the employee having a sufficient leave balance when the leave is taken.

No employee shall be eligible to select Christmas week two (2) years in a row, unless Christmas week went unselected during the choice vacation period rounds.

ITEM 8

Attendance at National or State conventions, Jury Duty and Military Leave are not to be charged to the employee's choice vacation period. Letter carriers attending any of the above during the choice vacation period shall be eligible for another available period within the choice vacation period.

ITEM 9

The number of employees, including City Carrier Assistant's (CCAs), who shall receive leave each week during the choice vacation period will be one (1).

ITEM 10

The approved vacation list shall be posted on the Union bulletin board immediately after the choice vacation selection period closes. Following final selection of his/her choice vacation period picks, each letter carrier will submit a completed PS Form 3971 in duplicate. A copy, signed and approved by the supervisor, shall be returned to each carrier immediately after submission.

ITEM 11

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

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

ITEM 12

Incidental annual leave will be guaranteed and approved by management for up to one (1) employee from January $1^{\rm st}$ through November $30^{\rm th}$.

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.

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

ITEM 13

The order of scheduling for holidays will be:

- 1. City Carrier Assistants (CCA)
- 2. Part-Time Flexibles (PTF)
- 3. Full-time employees volunteers whose holiday or designated holiday it is by seniority
- 4. Full-time employees on 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

ITEM 14

The Overtime Desired List will be comprised of only those full-time carriers that volunteer for it.

ITEM 15, 16 & 17

There shall be one (1) full time light duty assignment reserved for light duty.

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Light duty assignments for carriers, including City Carrier Assistants (CCA), will be any available work that the carrier is able to perform, in accordance with Article 13 of the National Agreement and medical restrictions.

ITEM 18

Section as referred to in Article 12 of the National Agreement on reassignment is agreed to be the entire carrier craft of the Hillsboro Post Office.

ITEM 19

Parking spaces, excess to the needs of the Postal Service and available for employee parking will be allocated for carriers. Parking spaces will be allotted to those on a first come first serve basis.

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.

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, 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 procedure in this Article.

ITEM 22

Vacant full-time carrier assignments will be posted for fifteen (15) calendar days.

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