



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

This Local Memorandum of Understanding is entered into on June 12<sup>th</sup>, 2021, at Loveland, 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.

Brenda M. Schubert

A/Postmaster, Loveland, USPS

Date

6-22-2021

6-21-21

Date

Ted N. Thompson President, Branch 43, NALC

# LOVELAND, OHIO MEMORANDUM OF UNDERSTANDING 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

All full-time carriers at the Loveland, Ohio Post Office will have rotating off days.

#### 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

At each work unit senior employees can choose their vacation weeks in advance in accordance with bidding procedures. 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 most junior carrier in the unit for choosing vacation in the seniority round.

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

Each work unit will begin choosing vacation no later than December 1 of each calendar year. All bidding should be completed by December 31 of each calendar year.

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CCA MOU Re: Annual leave will apply to both choice and incidental annual leave for City Carrier Assistants (CCAs).

All non-career employees will be given the opportunity to choose annual leave selections, 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.

# ITEM 5

The choice vacation period shall begin December 24<sup>th</sup> and continue through the first full week in December of the following year.

# ITEM 6

Vacation weeks will begin 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 and employees who earn 13 days annual leave may choose any one of items 4 or 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:

- 1) Three (3) continuous weeks; or
- 2) Two (2) continuous weeks and one separate week; or
- 3) Two (2) separate weeks; or
- 4) Two (2) continuous weeks; or
- 5) One (1) week

# ITEM 8

Leave for official Union business, such as national and state conventions will not be charged to the choice vacation period. Reasonable leave time will be allowed for delegates traveling to and from conventions.

# ITEM 9

The number of employees permitted to choose leave during the choice vacation period will be two (2).

#### ITEM 10

Vacation selections will be submitted using 3971's in duplicate form. Management will approval/disapprove the 3971 and provide a copy to each employee. Approved leave will be noted on the vacation calendar.

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#### ITEM 11

Prior to bidding on vacation weeks, management will post written information containing the procedures in the National and Local Agreements.

# ITEM 12

Incidental annual leave will be approved by management for up to two (2) slots in accordance with Item 9.

Requests for incidental annual leave shall be made as far in advance as possible by submission of Form 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 twenty-four (24) hours.

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

Should an employee request leave which would result in more than two (2) slots in accordance with Item 9, 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.

# ITEM 13

The order of scheduling for holidays shall be:

- 1) Part-time flexible scheduled employees
- 2) Full-time employees- volunteers whose holiday or scheduled holiday by seniority
- 3) Full-time employees on the Overtime Desired List. The parties agree this item only refers to scheduling employees on their non-scheduled day.
- 4) Full-time employees-volunteers on their nonscheduled work day by seniority
- 5) City Carrier Assistants (CCA)
- 6) Full-time employees-non-volunteers on their nonscheduled work day by juniority
- 7) Full-time employees-non-volunteers on their holiday or designated holiday by juniority.

#### ITEM 14

During the quarter, Overtime Desired Lists will be updated and posted at Loveland Post Office, for every carrier in that station having listed his/her name.

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# ITEM 15, 16 & 17

Upon medical request and medical certification, management will make every effort to employ carriers in "light duty" assignments. Such assignments that would be considered:

- 1) Casing mail on routes where there are vacancies
- 2) Assisting on routes, in office on heavy days
- 3) Relabeling carrier cases
- 4) Auxiliary routes of less than eight (8) hours
- 5) Special delivery assignments that are covered by PTF carriers
- 6) Making and posting collection box schedules
- 7) Assisting with city delivery office work
- 8) Assisting in training new employees

# 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), 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.

# ITEM 22

The official posting of routes will include a final date for letter carriers to submit bid cards to their immediate supervisor, which will constitute an official timely bid.

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