



USPS - NALC MIDDLETOWN, OHIO 2019 - 2023 LOCAL AGREEMENT



This Local Memorandum of Understanding is entered into on May 24th, 2021, at Middletown, 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 SEVEN (7) REMAINING PAGES OF THIS COMPLETE EIGHT (8) PAGE DOCUMENT.

Steven J. Scherle
A/Postmaster, Middletown, USPS

6-10-21

Date

Ted N. Thompson
President, Branch 43, NALC

6-10-21

Date

MIDDLETOWN, OHIO
LOCAL 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 city carriers will be on a rotating schedule.

ITEM 3:

Postal operations will be curtailed or terminated at the Post Office as determined by the Postmaster. Such determination will be reasonable and consideration will be given to overall conditions, including, but not limited to:

1. The safety and health of the employees
2. Acts of God
3. Civil disorders
4. Hazardous weather conditions
5. Advice of and policies of local authorities

Management shall notify the employees at the earliest possible time of curtailment of postal operations. Such notification shall be by available public media, such as T.V., radio or telephone, if possible.

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.

Upon notification by management, an employee will have three (3) working days to make his/her vacation selection. An employee not making a selection in the prescribed time limit will forfeit prime time chosen by less senior employees.

The vacation selection will be comprised of three (3) rounds. All career employees will be given an opportunity to choose by seniority in the first round in accordance with Item 7.

All non-career employees will be given an opportunity to choose, by relative standing, after all career employees

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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, all career employees will be given an opportunity to choose by seniority in the second round in accordance with Item 7.

After all carriers have opted for up to 10 days in the second round, all career employees will be given an opportunity to choose by seniority in the third round in accordance with Item 7.

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

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.

All cancellations of annual leave chosen in the choice vacation period shall be posted for bid.

Employees that have a zero (0) annual leave balance at the beginning of his/her selected week(s) will forfeit such week(s) and such week(s) shall be posted for bid.

ITEM 5:

The following choice vacation period shall apply to all Middletown, Ohio letter carriers (full-time, part-time carriers and City Carrier Assistants):

The choice vacation period will be December 24th through the second Saturday in December the following year.

ITEM 6:

The leave week shall run from Monday through Sunday.

ITEM 7:

In the first round, 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

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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.

In the second round, employees who earn twenty-six (26) days annual may choose any one of the following from the choice vacation period.

1. Two (2) continuous weeks; or
2. Two (2) separate weeks; or
3. One (1) week

Employees who earn twenty (20) days annual leave may choose any one (1) week.

In the third round, employees may select any carryover or leave balance. Employees, pending sufficient balance, may choose any of the following from the choice vacation period:

4. Two (2) continuous weeks; or
5. Two (2) separate weeks; or
6. One (1) week

After third round selections, any remaining leave balance must be requested in accordance with Item 12.

ITEM 8:

Prior to the implementation of the vacation selection process, management will, upon request by the union, reserve no more than three (3) positions on the vacation calendar for use by duly elected delegates to attend the NALC National Convention.

Jury duty and military leave will not be charged to the vacation period. All leave taken to attend union related functions will be charged to the choice vacation period.

ITEM 9:

The number of employees, including CCAs, to be granted leave shall be "fixed" at fourteen percent (14%) of the total carrier complement on November 30th of the calendar year. Any fraction of five tenths (.5) or over will be rounded off to the next full number. This number will be increased by one during the week of the NALC National Convention.

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During any full December weeks, the number of employees, including CCAs, to be granted leave shall be "fixed" at three (3) carriers.

ITEM 10:

A vacation calendar will be used for picking and posting vacation selections.

The approved vacation list shall be posted on the 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.

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

Two copies of the proposed notice notifying employees of the beginning of the new leave year will be posted and furnished to the union upon request.

ITEM 12:

After the vacation choices have been posted on the vacation calendar, all open weeks will be granted on a first come, first served basis by submitting a form 3971.

Carrier must have sufficient leave carryover to cover any incidental selection(s).

ITEM 13:

In establishing and posting scheduled holidays and days designated as holidays, in compliance with Article 11, Section 6, of the National Agreement, the following priorities will be followed:

1. Part Time Flexible (PTF) employees to the maximum extent possible.
2. Full-time regular employees who volunteer to work their holiday.
3. Full-time regular employees who volunteer to work their scheduled day off.
4. City Carrier Assistants (CCA).
5. Full-time regular employees who do not volunteer to work on their scheduled day off.



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6. Full-time regular employees who do not volunteer to work on their holiday.

ITEM 14:

Overtime desired lists for the carrier craft will be the Middletown installation.

During the quarter, overtime desired list will be updated.

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. A newly converted employee may also at their option sign the work assignment list.

Updated as used in Article 8, Section 5C, of the National Agreement, shall be construed to mean reduced to zero (0) at the beginning of each quarter.

ITEM 15, 16, & 17:

Management will, to the maximum extent possible, provide light duty assignments for carriers, including City Carrier Assistants (CCA).

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.

Light duty assignments may be flexible, and assignments will be judged and made on an individual basis by management.

ITEM 18:

For the purpose of administering Article 12 of the Agreement, the Middletown Post Office is considered one section.

ITEM 19:

The chief steward of the union will be authorized to park on the north wall of the Post Office.

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.

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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 assignment(s) was abolished, shall be posted for bid in accordance with the posting procedures in this Article.

When there is a change in the starting time of more than one (1) hour, the regular 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 the route. In this event, management shall post the route for bid. The letter carrier in question will remain on the route unless management is notified as indicated above.

When there is a change in two (2) or more of the original T-6 assignments, the T-6 carrier may request the assignment be put up for bid with the above requirement.

When a skipper string (T-6) assignment is unoccupied and a T-6 carrier occupying another string wishes to exchange routes with the unoccupied string, the following procedures will be followed:

1. The request to change routes must be submitted in writing to both management and the Union.
2. A skipper (T-6) may only exchange a route that has the same non-scheduled day as the route they wish to be removed from their string.
3. Management and the steward shall ask all of the skippers (T-6) by seniority if they wish to exchange the route in question. If they choose this option, the route they give up will be offered to the next senior skipper until all of the skippers have had the option to exchange a route on their string.
4. When all of the skippers have had their chance to exchange routes, the left over route shall be placed on the unoccupied string.
5. All skippers senior to the skipper that initiates the change must sign off aware that they have the right to take the route in question prior to it being moved off the unoccupied string.

ITEM 22:

A copy of the installation carrier seniority list will be provided to a steward for posting at each station.



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All routes shall be posted for fifteen (15) calendar days.

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.

ADDITIONAL PROVISIONS

To implement additional language in reference to Article 16 of the National Agreement and the discipline procedures contained within, no Middletown employee shall be issued discipline without and 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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