



Canal Winchester 43110



MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
AND
BRANCH #78
NATIONAL ASSOCIATION
OF
LETTER CARRIERS
AFL-CIO
CANAL WINCHESTER, OHIO
SEPTEMBER 20, 2019
TO MAY 20, 2023


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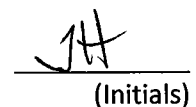

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Item 1: WASH-UP PERIODS

1. Article 8, Section 9 of the National Agreement provides reasonable wash-up time for a letter carrier who performs dirty work.
2. It is the position of the United States 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 Work Schedules

Full-time Regular (FTR) Letter Carriers at Canal Winchester Post Office will have their scheduled days off (SDO) as explain herein. Each FTR will have Saturday/ Sunday off every third weekend, and alternate between Sunday/Tuesday or Wednesday(per their selection) every third week and Sunday/ Friday every third week, such that Friday SDO falls the week prior to Saturday/ Sunday SDO's. The schedule is stated in this calendar

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		Carrier 2 SDO OR	Carrier 2 SDO		Carrier 1 SDO	Carrier 1 SDO
		Carrier 3 SDO OR	Carrier 3 SDO		Carrier 2 SDO	Carrier 2 SDO
		Carrier 1 SDO OR	Carrier 1 SDO		Carrier 3 SDO	Carrier 3 SDO
		Carrier 2 SDO OR	Carrier 2 SDO		Carrier 1 SDO	Carrier 1 SDO
		Carrier 3 SDO OR	Carrier 3 SDO		Carrier 2 SDO	Carrier 2 SDO
		Carrier 1 SDO OR	Carrier 1 SDO		Carrier 3 SDO	Carrier 3 SDO

It is further agreed that should the need arise to adjust or amend this schedule due to the addition or reduction of FTR Letter Carriers it may be jointly discussed by the parties. The President of Branch 78 and Canal Winchester Postmaster will review any changes.


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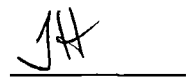
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Item 3: EMERGENCY CONDITIONS

It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the employer to consider the curtailment of operations. Prior to taking action to curtail the operations due to emergency conditions, the employer shall notify the union as soon as practicable of its decision and plan of implementation. In cases of such emergency conditions, the employer will, prior to making a decision to curtail operations, take into consideration such factors as:

1. The degree of emergency as stated by and acted upon by responsible governmental authorities.
2. The requirements and reactions of its customers to the emergency.
3. The accessibility of postal operations and its customers to the employer and employee.
4. The safety and health of its employees.
5. Any carrier who fears for his/her personal safety or health shall immediately call the office, relate the condition to his/her immediate supervisor and/or manager and request further instructions.
6. Responsible postal officials shall examine the situation immediately when local emergency conditions warrant the wholesale closing of businesses and other local industries. In accordance with the impact on letter carriers, appropriate postal officials may grant Leave Without Pay (LWOP), Annual Leave and/or leave as deemed appropriate.
7. The President, Branch 78 will be notified as soon as possible when the breakdown of air-conditioning or heating units result in abnormally warm or cold working conditions.
8. Responsible postal officials shall not only consider temperatures, but also humidity, air movement and other factor that can affect the climate of the working environment.
9. Postal officials will make the safety of letter carriers their prime concern, taking appropriate action to protect letter carriers.



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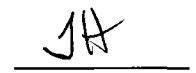

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Item 4: FORMULATION OF LOCAL LEAVE PROGRAM

- a. Carriers shall make their prime-time vacation choices during the period from the first working day in December 1 through January 15th of the calendar year, providing that each eligible letter carrier is given the opportunity to make his/her first choice. If the vacation list is started late, the ending date for vacation choices shall be extended an equal number of days to ensure that each eligible letter carrier has sufficient time to make his/her first choice. The parties agree that the station manager and union steward shall work together to ensure the timely and proper application of this provision.
- b. The senior carriers at the station must be notified personally and have the right to select their choice of vacation period(s) by signing their names in the appropriate space(s) of the vacation period, by seniority. The number of carriers who make their selection at one time will be the same number that the unit manager/supervisor has determined can be granted vacation each week during the choice vacation period as defined in Item 9.
- c. The next senior carriers must be notified personally and make their selection as above, and on down the line in seniority sequence until the junior carrier has made his/her selection. If a senior carrier makes no selection within two (2) working days after he/she has been notified personally, he/she shall lose his/her right for that round. This procedure shall be followed in selecting the second and third vacation periods, but not until all first choices have been exhausted.
- d. After all career carriers have selected their second-round selection City Carrier Assistants will then be permitted to sign the vacation schedule for one (1) week of vacation leave based on their relative standing in either choice or non choice period. When a CCA is approved for a week of annual leave, they must have a leave balance sufficient enough to cover the leave at the start of the week that was requested.
- e. Any vacation period or portion assigned to a carrier, but not used by that carrier, must be posted once for re-bid only if given up by the Wednesday prior to the period. The period, in eight (8) hour increments, will be re-bid, including the scheduled day off of the canceled vacation period and awarded by seniority. The bidding will cease on the Thursday, prior to the week given up, at 5:00pm.


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- f. Any carrier transferring to another station shall be granted his/her vacation period as was assigned and the losing station shall not re-bid the vacation assignment. Vacation shall be assigned by city-wide seniority within the station as stated in the agreement.

Item 5: THE DURATION OF THE CHOICE VACATION PERIODS

The duration of choice vacation period shall be from the second pay period in January through the final week of November, even if that week includes the first few days of December.

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

The beginning day of a carrier's vacation period shall be Monday through Sunday.

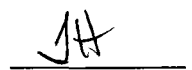
Item 7: WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTION DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS

Vacations shall be granted on one (1) week periods by seniority beginning on Monday and ending on Sunday. Reasonable variations may be made provided they are consistent with local service requirements and the carrier's desires. A carrier may at his/her option, request two (2) selections during the choice period in units of either five (5) or ten (10) working days, the total not to exceed the ten (10) or fifteen (15) working days allowed by the National Agreement. These choices may be consecutive if seniority permits. Employees must have sufficient annual leave to cover their choice vacation selections.

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

Jury duty and attendance at national or state conventions will not be counted in the complement of employees, agreed upon, to be simultaneously let off during the choice vacation period.


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

The following percentages (%) shall be used in determining the maximum number of carriers who shall receive leave each week during the choice vacation period.

February through March	10%
April through September	13%
October through November	10%

When the application of these percentages to the unit equals more than a whole number, 0.5 or higher shall be rounded up to the next whole number.

Item 10: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH PRUPOSES

At the end of the sign-up period, as outlined in Item 4, a copy of the assigned vacation schedule shall be posted.

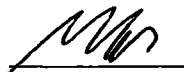
ITEM 11 – DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE LEAVE YEAR.


By November 1st of each year, a notice shall be posted on bulletin boards to notify employees of the beginning date of the new leave year.

Item 12: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

Applications for annual leave during other than the choice vacation periods, will be made on Form 3971 to the carrier's manager/supervisor. The following procedures will be used:

1. Leave slots remaining open after the expiration of the choice selection period will be available for application as incidental leave. Incidental leave applications submitted more than three days in advanced will be approved up to the percentages noted in Item 9. Applications submitted three days or less in advance may be approved/disapproved at management's discretion.
2. 3971's will be accepted by a carrier's manager/supervisor up to forty (40) calendar days prior to the requested annual leave date.


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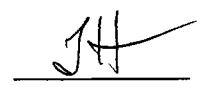
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3. The manager/supervisor will sign and date submitted 3971's in the section designated "Signature of Supervisor Notified and Date" in the presence of the submitting carrier. 3971's not signed and dated by the accepting manager/supervisor or not handed directly to the manager/supervisor will not be considered submitted.
4. Requests for annual leave will be approved or disapproved within a seventy-two (72) hour period commencing from 6:00pm of the day the 3971 is submitted, with this exception; annual leave contained in a week with a Monday holiday shall be approved or disapproved within three (3) working days commencing with 6:00pm the day the 3971 is submitted.
5. Management shall respond as soon as possible to the annual leave requests that are submitted within less than seventy-two (72) hours prior to the actual leave period requested.
6. Failure to inform the employee within the seventy-two (72) hour period will be considered approval of said request.
7. If more than one (1) carrier requests the same period of annual leave on the same date of submission, seniority will be used to determine the carrier granted the leave.
8. A carrier, upon request two (2) weeks in advance, but not later than, will be granted one (1) day annual leave on his/her birthday, excluding non-scheduled days and/or holidays.
9. Jury Duty – In order to have uniformity and consistency, schedules shall be revised to include both hour changes, as well as a change in non-scheduled days, in accordance with the provisions outlined in Section 516.44 of the *Employee and Labor Relations Manual*.

All career letter carrier's shall be granted one (1) day of Elective Leave for each calendar quarter that such employees does not use any hours of unscheduled leave. This shall include any unscheduled sick Leave which shall include short term, IOD and WOP in lieu of, and or emergency annual.

Any use of Elective Leave shall be subtracted from the employees' earned Annual Leave balance.


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Employees will not be charged with "Absence Without Official Leave" or otherwise disciplined for absenteeism for the use of Elective Leave absences, if the following conditions are met:

- (1) The employee must contact the designated management official 48 hours prior to the scheduled reporting time advising that they will be absent on Elective Leave.
- (2) The leave form, PS Form 3971 will be annotated Annual Leave and the words "Elective Leave" entered in the remark section by the employee upon his/her return to duty.
- (3) The employee must have the necessary Annual Leave Balance to cover the Elective Leave.
- (4) Requests for "Elective Leave" will not be denied for any reasons except the following:
 - A. At the Canal Winchester Installation only one (1) employee will be permitted on Elective Leave at the same time.
 - B. Elective Leave will not be authorized on an employees' Holiday or day designated as the employees' Holiday.
 - C. Elective Leave will not be permitted during the month of December.
 - D. Elective Leave shall be used in eight (8) hour increments.

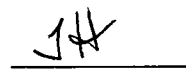
Item 13: THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

In establishing and posting schedules for holiday and days designated as carrier's holidays, the following priorities are to be followed:

1. City Carrier Assistants, Part-time flexible, or any non career employees even if overtime is necessary.
2. Full-time and part-time regular carriers who have volunteered to work on the holiday or their regular work schedule, on a rotating basis by seniority.
3. All other full-time and part-time regular volunteers, on a rotating basis by seniority.



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4. Full-time and part-time regulars who have not volunteered and who will be working on what would otherwise be their non-scheduled work day, on a rotating basis by juniority.
5. All other full-time and part-time regulars who have not volunteered on a rotating basis by juniority. This rotating plan to be by section.

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

The names of carriers listed for "Overtime Desired" will be limited to the Station or branch to which he/she is regularly assigned.

If a Letter Carrier on the Overtime Desired List transfers to another Installation during the quarter, the carrier will be allowed to place his/her name on the same Overtime Desired List at the gaining Installation. The hours worked by a carrier who transfers during the quarter will not be counted at either the losing or the gaining station for equability for that quarter.

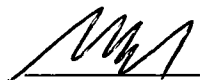
In order to ensure equitable opportunities for overtime, overtime hours worked and only opportunities verbally offered shall be updated, tracked and posted for the carriers to see weekly using the OT Administration tool. This provision is considered not applicable if not more than one person signs the OTDL. The updated OT administration listing will be posted once a week.

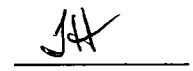
Overtime hours verbally offered and excused will be notated on the chart.

In the event a regular assigned carrier is requested to work on his/her non-scheduled workday, he/she shall be assigned to work his/her own route, provided that the T6 Carrier can be moved to another route in his/her T6 duty assignment.

Item 15, 16 & 17: THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT. 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. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

When a letter carrier requests Light Duty Assignment and is eligible in accordance with Article 13 of the National Agreement, management will agree to put an incapacitated letter carrier on Light Duty when it is determined that he/she is eligible.


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After it has been determined to grant temporary Light Duty, first consideration for light duty shall be given to:

1. Casing routes-including his/her own and any other office duties of the carrier craft.
2. Labeling of carrier cases.
3. Re-writing and updating of carrier edit books.
4. Auxiliary routes not showing eight (8) hours or any part of the assignment provided such work is available and the employee is physically capable to perform the duties.
5. Delivery of Express Mail
6. Any other available assignments for which the carrier is qualified that management may designate.

Item 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

When it becomes necessary to reassign within the installation employees excess to the needs of a section, a section shall be defined as a Carrier Unit within an individual zip code.

Item 19: The assignment of employee parking spaces


1. All available craft employee parking in the area of the Main Post Office shall be assigned to craft employees on a first come first serve basis.
2. Employee parking spaces for the handicapped employees will be designated as those space closest to the installation.

Item 21: THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

1. Posting
Regular letter carriers making application for an advertised vacant regular route shall apply for the assignment utilizing the Phone Bidding procedure or PS Form 1717A (duplicate 1717A is optional). Regular letter carriers may request a round date for the 1717A. Regular letter carriers are responsible for submission of their bid to Human Resources. The word "BID" and the announcement number shall be placed on the front of the envelope when submitting bids by mail. If requested,



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management shall provide a penalty envelope. The date and day off for the week of the posting will be included on the route advertisement.

2. Article 41.3.O

“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.”

For purposes of bidding under this provision, the posting/bidding shall be by zip code.

3. Uniform and Work Clothes

Items of uniform dress appropriate for the winter season shall be worn during the months of December, January, and February. The exception is anytime the high temperature rises above 60 degrees Fahrenheit than the carrier may choose to wear the summer uniform.

Items of uniform dress appropriate for the summer season shall be worn during the months of June, July, August and September.

During the months of March, April, May, October and November, the optional uniform shall be worn.

4. Use of Public Address Systems

Representatives of Branch 78, NALC may use the public address systems at all Carrier Units, with the approval of the Unit Supervisor, including the subject and content of the announcement.

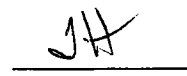
5. Inspection of Personnel Jackets

At reasonable intervals, a letter carrier shall be granted the opportunity, upon timely request, to inspect his/her personnel jacket (except highly confidential items) in the presence of a management representative, provided such inspection occurs off the clock.

6. Christmas Operations

The policies to be established by management for the Christmas operations will be the subject of discussion at a timely regularly Joint Labor-Management Committee meeting.


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7. Joint-Labor Management Meetings

Joint labor-management committee meetings shall be scheduled once a month, provided agenda items are submitted.

Agenda items must be exchanged at least seventy-two (72) hours prior to such meetings.

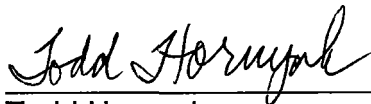
Meetings shall be held on the 2nd Thursday of each month, unless the parties agree to another date.

Where agenda items do not warrant a regularly scheduled meeting, discussions may take place by mutual agreement in lieu thereof.

8. Vehicle Assignment

The employer will make a reasonable effort to assign the same full-time route each day if operational requirements permit. Management may interchange vehicles to equalize mileage and to reflect the mail volume for the various routes. It is the employer's intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washes.

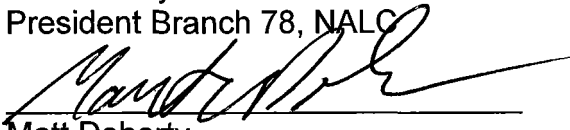
9. Hold downs will be in accordance with the National Agreement and the carrier requesting and awarded the hold down will be placed on it the next calendar day it is available after the request.



Todd Hornyak
President Branch 78, NALC

11/22/21


Date



Matt Doherty
A/Canal Winchester Postmaster

11/27/21

Date


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Branch: 78
 City: Canal Winchester, OH
 Grievant(s): LMOU Items 3, 5, 9 and 12

LMOU SETTLEMENT(S)

July 14, 2021

Case(s)	LMOU		
4J 19N-4J-I 21281856	CANAL WINCHESTER	O H	UITEM3
4J 19N-4J-I 21281866	CANAL WINCHESTER	O H	UITEM5
4J 19N-4J-I 21281868	CANAL WINCHESTER	O H	UITEM9
4J 19N-4J-I 21281876	CANAL WINCHESTER	O H	UITEM12

As a result of LMOU discussions, we have agreed to full settlement of the above referenced case(s) as follows, with the language to be incorporated into the LMOU:

Item 3: the language will remain the same.

Item 5: The duration of choice vacation period shall be from the second pay period in January through the final week of November, even if that week includes the first few days of December.

Item 9: No changes to the current language.

Item 12: Add to existing language under this item, "Leave slots remaining open after the expiration of the choice selection period will be available for application as incidental leave. Incidental leave applications submitted more than three days in advance will be approved up to the percentages noted in item 9. Applications submitted three days or less in advance may be approved/disapproved at management's discretion."

Bobbie Hudnall 7/14/2021

 Bobbie Hudnall Date

HQ Labor Relations Specialist

John F. Collins 7/14/21

 John Collins Date
 NALC Region 11 RAA