



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

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Item 1 - ADDITIONAL OR LONGER WASH-UP PERIODS

Item 1 - Wash up time: It is acknowledged by the parties that all City Letter Carriers at the Delaware, OHIO 43015 Post Office perform dirty work in the office and on the street. Therefore, City Letter Carriers shall be granted eight (8) minutes per day (4) minutes in the morning and (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 - THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE (5) DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

Full time letter carriers assigned to routes shall have a regular work week of five days with rotating days off, unless otherwise agreed to by the local union and local management.

Item 3 - GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHOURITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF 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:

- a) The degree of emergency as stated by and acted upon by responsible governmental authorities.
- b) The requirements and reactions of its customers to the emergency.
- c) The accessibility of postal operations and its customers to the employer and employee.
- d) The safety and health of its employees.
- e) 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.
- f) Prior to taking action to curtail delivery due to emergency conditions the employer will attempt to notify the union of its decision and plan of implementation
- g) Responsible postal officials shall examine the situation immediately when local emergency conditions warrant the wholesale closing of businesses and other local industries.
- h) In accordance with ELM 519 if applicable and after all work deemed to be done by management is completed management ~~will~~ grant other paid leave.

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The local union president will be notified as soon as possible when a breakdown of air-conditioning or heating units result in abnormally warm or cold working conditions.

Responsible postal officials shall not only consider temperatures; but also humidity, air movement and other factors that can affect the climate of the working environment.

Postal Officials will make the safety of the employees their prime concern taking appropriate action to protect employees.

Item 4 - FORMULATION OF LOCAL LEAVE PROGRAM

- A. An employee becoming ill while on annual leave - An employee becoming ill while on annual leave may have leave changed to sick leave upon request. An employee becoming ill while on annual leave during the choice vacation period is eligible for another period provided this does not deprive any other employee of first choice for scheduled vacation.
- B. Reposting of cancellations - All cancellations of scheduled annual leave shall be reposted as soon as management is notified of the cancellation, provided such notification is made by Monday of the preceding week. The carrier next less senior to the carrier canceling leave shall have top seniority I bidding on cancellations. A successful bidder may not exceed the maximum total (choice & non-choice) vacation selections, as stated in item 12. However, he or she may give up prior selections to stay at or below the maximum.
- C. Exchanging of leave - There shall be no exchanging of leave.
- D. Military leave - Military leave will not be counted as part of a carrier's selection for the choice period. An employee taking military leave during the choice period will be eligible for another period provided this does not deprive any other employee of first choice for scheduled vacation
- E. Emergency leave - Emergency leave will be granted to the extent possible. Each emergency leave request will be judged on its own merit and the leave will then be approved or disapproved at the time of request.
- F. Methods for making choice selections - The leave outline shall be passed throughout the carrier work force by seniority, the senior carrier making their selection first, and each carrier will indicate their selection for the choice vacation period by writing their name in the time period selected. This process will start December 1<sup>st</sup>. After receiving the calendar, each carrier will make their selection and, at the latest, pass the calendar to the next carrier on the next day of work.

Item 5 – THE DURATION OF THE CHOICE PERIOD

The choice vacation period will be the entire year, excluding the 4<sup>th</sup> week, Christmas period in December.

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

The leave week during the first and second round of vacation bidding will 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

A career employee, at their option, may 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) days allowed.

Second round vacation selections shall be made immediately after completion of the procedure for selections during the first-round selections. There will be no selections made during the 4- week Christmas period. Vacation selections during the second round shall be made by the same method used for selections during the first round period. Subject of the second-round bidding shall be the weeks up for bid in the first round that were not selected, up to eight percent and twelve percent limits set forth in item 9. Total number of weeks that a full-time carrier may bid in the first and second round combined is based on the carriers earned leave.

104 hours-3 weeks  
160 hours per year- 4 weeks  
208 hours per week-5 weeks

Upon completion of the career carriers second round of vacation selections, City carrier Assistant's (CCA) will be permitted to make one 5-day unit selection from the remaining five (5) day vacation units (40 hours) of the 40315-vacation calendar.

The process will begin with the CCA with the highest relative standing and continue with the next junior relative standing CCA until all CCAs in the 43015 Installation has an opportunity to make a selection.

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ITEM 8 - JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

Jury duty will not be charged as part of number of employees to be let off during the choice period. Letter carriers called to jury duty during their choice vacation selection will be eligible for another period during the choice period, provided this does not deprive any other carrier of first choice for scheduled vacation. Attendance at union conventions will be counted as part of the number of carriers allowed off during the choice period.

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

Eight (8%) percent of the total carrier work force shall be allowed to bid each week during the choice vacation period. The exception will be the first full week of June through the last full week in August, and the scheduled week of Delaware city schools spring break and the week of the Delaware County Fair. That timeframe will have bid slots that is equal to twelve (12%) percent of the total carrier work force. When figuring percentages of the total work force, 2.5 carriers = 3 carriers allowed to bid, 2.49 carriers = 2 allowed to bid, etc.

ITEM 10 - THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH PRUPOSES

Each carrier craft employee will submit, one week prior to beginning their chosen vacation bid, form 3971 in duplicate. A copy of the signed 3971 will be returned to the employee and a copy of the vacation schedule will be posted.

ITEM 11 - DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR

As soon as local management receives official notification of the beginning of the new leave year, it shall be read to all employees and then posted on the bulletin board.

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**ITEM 12 - THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD**

Applications for incidental (not on the vacation) annual leave will be made on form 3971, in triplicate, to the employees immediate supervisor, not more than 14 days prior to the requested annual leave date. Requests for annual leave will be approved or disapproved within 72 hours commencing from 6:00 P.M. on the day the form 3971 is submitted, excluding Sundays and holidays. The manager will sign and date the 3971 in the presence of the submitting carrier. 3971's that are not signed, dated and handed directly to a manager will not be considered submitted. CCAs will be afforded the same incidental leave opportunities.

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.

**ELECTIVE LEAVE**

Effective January 01, 2001 all employees under the jurisdiction of the NALC in Delaware, Ohio shall be granted one (1) day of Elective Leave for each calendar quarter that such employee fails to use any hours of unscheduled absences, to include sick leave. Sick leave shall include leave without pay, unscheduled emergency annual leave, dependent care leave and family medical leave.

Elective Leave must be used in the following quarter or lost. Any use of Elective Leave shall be subtracted from the employees' earned annual leave balance.

**ITEM 12 OTHER PAID LEAVE CONTINUED**

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 forty-eight (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 remarks 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 for the following:
  - a. A maximum of one (1) employee will be permitted on Elective Leave at one 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. Upon request, employees will be advised of the number of elective leave days to their credit and/or the number of pay periods left to earn such leave.
  - e. Elective leave days cannot be used consecutively or more than one (1) day per pay period.
  - f. Elective Leave shall be used in eight (8) hour increments.

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Item 12 continued -Birthday Leave

One day of annual leave will be approved for an employee's birthday providing the day requested is the employee's birthday, and the request is submitted at least 72 hours in advance excluding non -scheduled days and/ or holidays.

ITEM 13 – Holiday schedule

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

1. City Carrier Assistants, Part-time flexibles or any other non-career employee's, even if the use of overtime is necessary.
2. Full-time and part-time regular carriers who volunteer to work on the holiday or day designated as their holiday when such day is a part of 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
4. Full-time and Part time regulars who have not volunteered and who will be working on what would otherwise be their non-scheduled workday, on a rotating basis by inverse seniority.
5. All other Full-Time and Part Time regulars who have not volunteered on a rotating basis by inverse seniority.
6. Item 14 - WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR
  1. The names of carriers listed for the "Overtime Desired List" will be limited to the carriers at the Delaware, Ohio office.

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ITEM 15, 16 & 17 - LIGHT DUTY

When a letter carrier requests Light Duty Assignment and is eligible in accordance with Article XIII of the National Agreement, management will agree to put an incapacitated letter carrier on Light Duty as available. After it has been determined to grant temporary light duty, first consideration will be given to:

1. Casing routes - including his own and any other office duties of the carrier craft.
2. Labeling of carrier cases.
3. Re-writing and updating of carrier directory books.
4. Auxiliary routes not showing eight (8) hours or any part of the assignment provided such work is available and the 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.
7. Light duty assignments will not be limited to a specific number. The duties listed in 1 through 4 will be assigned and the hours worked will be distributed as equally as possible depending upon the number of carriers on light duty at any one time.

ITEM 18 "Posting and Reassignment"

Posting-

A. Scope and method of posting and bidding.

1-Notice inviting bids shall be posted only to the Delaware carrier unit.

2-All full time-carrier assignment will be posted for 10 calendar days.

Copies of the notice will be given to the local union.

3- In instances where several assignments are posted, a letter carrier in writing may bid for as many assignments as posted, stating their preference in the following manner:

First choice \_\_\_\_\_, Second Choice \_\_\_\_\_, etc. Multiple bids'

Received from a carrier which does not clearly indicate first choice, second choice, etc. will be returned to said carrier if received before the eight day of the closing date, any bids received for the assignment.

4- Letter carrier assignments will not be posted when there is a change of less than one hour in starting time.

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ITEM 19 - EMPLOYEE PARKING – “PARKING”

All Available craft employee parking in area of the Delaware Post Office will be assigned to craft employees on a first come/ first served bases.

Employee parking spaces for the handicapped employees will be designated as those spaces closet to the Installation.

ITEM 20 - THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE A PART OF THE TOTAL CHOICE VACATION PLAN

Leave requests to attend union activities such as training sessions, district meetings, regional assemblies, rap sessions etc. will not be a part of the total choice vacation period quotas.

ITEM 21 Other Provisions

Article 7 - Employee Classification

Branch 78 shall be notified immediately of the assignment of carriers by management when:

- A. A carrier is assigned to another craft for a duration of five (5) consecutive working days or more.
- B. When a new tour is established combining carrier craft work with another craft.
- C. When there is a change in the carrier complement.
- D. When there is a transfer from another Installation.
- E. When there is a CCA conversion to full time regular.

ARTICLE 12  
REASSIGNMENT

Posting of all assignments of carriers junior to the carrier whose assignment has been abolished. When a letter carrier route of full-time duty assignment other than the letter carrier route(s) or full-time assignment(s) of the junior employee(s) is abolished at a delivery unit as a result of, but not limited to, route adjustment, highways, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carriers whose routes or full-time duty assignments was abolished shall be posted for bid in accordance with the posting procedures in this article.

ARTICLE 14  
SAFETY AND HEALTH

The employer will make a reasonable effort to assign the same vehicle to 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 various routes. It is the employers intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washes.

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Item 21 -Other Provisions (Continued)

Article 17

“REPRESENATATION”

Representatives of Branch # 78, NALC may use public address system at all carrier units, with approval of the unit supervisor, including subject and content of the announcement.

CHRISTMAS OPERATIONS

Policies to be established by management for the Christmas Operations will be the subject of discussion at a timely regularly scheduled Joint Labor Management Committee meeting.

JOINT LABOR-MANAGEMENT MEETINGS

Joint labor/management meetings will be scheduled once a month. The meeting will be held on a mutually agreed upon date during any day of that month. Agenda items will be submitted prior to the meeting. If there are not enough agenda items submitted to warrant a meeting an informal discussion will suffice.

ARTICLE 26

“Uniform and Work Clothes”

1. Items of uniform dress appropriate for the winter season shall be worn during the months of December, January, February and March. The exception is anytime the high temperature rises above 60 degrees than the carrier may choose to wear the summer uniform.
2. Items of uniform dress appropriate for the summer season shall be worn during the months of June, July, August and September. The exception to this is at the carrier’s discretion they have the option to wear either uniform.
3. During the months of April, May, October and November, at the carrier’s discretion they have the option to wear either uniform.

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.”

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Item 21 -Other Provisions (Continued)


Article 41, Section B-2

Posting and Bidding under Article 41-3.O shall be by zip code.

**ARTICLE 41.2, Section B-3**

If the Hold Down is known prior to the weekly schedule being made out and applications have been made the senior carrier applicant will receive the hold down. All other applications after the schedule made for all other vacancies will be by seniority and be applied on the next day the route is available.

  
Gary D. Dusch  
Postmaster, Delaware Ohio

  
Mark S. Beach  
Vice President Branch 78, Columbus Ohio

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