

Westerville Ohio 43081, 43082, 43240



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNITED STATES POSTAL SERVICE  
AND  
BRANCH #78  
NATIONAL ASSOCIATION  
OF  
LETTER CARRIERS  
AFL-CIO  
WESTERVILLE OHIO 43081,  
43082, 43240  
SEPTEMBER 20, 2019  
TO MAY 20, 2023


  
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# Westerville Ohio 43081, 43082, 43240

## TABLE OF CONTENTS

Item 1		Wash up Periods
Item 2		Establishment of Days off
Item 3 ART14	(SAFETY AND HEALTH)	Curtailment of Operations
Item 4 ART. 10	LEAVE	Formulation of Leave Policy
Item 5 ART. 10	LEAVE	Duration of Choice vacation
Item 6 ART. 10	LEAVE	Beginning day of vacation
Item 7 ART. 10	LEAVE	Limit's on Vacation Selection
Item 8 ART. 10	LEAVE	Jury Duty/ Union Leave
Item 9 ART. 10	LEAVE	Max # of employees off
Item 11 ART. 10	LEAVE	Notification of Leave Period
Item 12 ART. 10	LEAVE	Other Leave
Item 13 ART.11	Holiday	Holiday Schedule
Item 14 ART 8	Equability	Overtime Desired List/Tracking
Items 15, 16 & 17	ART.13	Light Duty
Item 18 ART 41		Bid Posting
Item 19 ART 20		Employee Parking
Item 20 ART. 10	LEAVE	Union Leave
Item 21		Other Provisions
ARTICLE 7		Employee Classifications
ARTICLE 12		Posting & Reassignment
ARTICLE 17		Representation
ARTICLE 26		Uniforms
ARTICLE 41-3. O		Route Abolishment
ARTICLE 41.2. B.3		Hold Downs

  
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(Initials)

# Westerville Ohio 43081, 43082, 43240

## Item 1 Wash Up Periods

### WASH-UP TIME

A. Article 8 Section 9 of the National Agreement provides reasonable wash-up time for a letter carrier who performs dirty work.

B. It is the position of the performing 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.

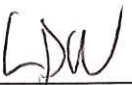
## ITEM 2 – The establishment of a regular work week of five days with either fixed or rotating days off.

Off Days: All regular Letter Carriers days off will be on a rotating schedule. Any variation must be negotiated between the NALC President and management.

## ITEM 3 – Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities 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. In cases of such emergency conditions, the employer will, prior to making a decision to curtail the 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 and.
- 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 conditions to his/her immediate supervisor and request further instructions. Prior to taking action to curtail the operations due to emergency conditions, the employer will attempt to notify the union of its decision and plan of implementation.

  
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# Westerville Ohio 43081, 43082, 43240

F. 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 employees, postal officials may grant other Paid Leave in accordance with ELM Section 519 when all available work is completed.

G. 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.

H. 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.

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

J. The Letter Carrier Safety Captain shall be a member in good standing of the National Association of Letter Carriers.

## **Item 4 Formulation of Local Leave Program**

A. Employees at their option may make their first selection outside of the choice period by submitting 3971 indicating choice selection in the remarks section.

B. Carriers and city carrier assistance shall make their vacation choices during the period from November 1st to February 31st. 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 schedule for that period, by seniority.

C. The number of carriers who may make their selection at one time will be the same number that the unit supervisor has determined can be granted vacation each week during the choice vacation period. The next senior carriers must be notified personally and make their selection as above, and on down the line by seniority until the junior carrier has made his/her selection. If a senior carrier makes no selection within three (3) working days after he/she has been notified personally, he/she shall lose his/her rights for the round. This procedure shall be followed in selecting the second 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 nonchoice 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.



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# Westerville Ohio 43081, 43082, 43240

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 will be bid in eight (8) hour increments, the re-bid and awarded by seniority/relative standing. Any ties in seniority the annual will be award to the first person who signed up for the leave. The bidding will cease on the Wednesday, prior to the week given up, at 5:00pm.

F. Any carrier transferring to another station/Installation shall be granted his/her vacation period as was assigned and the losing station/Installation shall not re-bid the vacation assignment.

## **Item 5- The Duration of the choice vacation period(s)**

### CHOICE VACATION PERIOD

The choice vacation period will be from January 1 through last full week of November of each year.

### SCHEDULED VACATION PERIODS


Vacations shall begin on Monday following the January 1 and shall continue through the last week with a calendar day in November of each year.

## **Item 6- The determination of the beginning day of an employee's vacation period.**

A letter carrier's vacation period will begin on Monday and continue until Sunday. Exceptions will be granted at the request of the carrier and agreement by the Postmaster based on service obligations.

## **Item 7 LIMITATION OF VACATION**

Vacations shall be granted in one (1) week periods by seniority beginning on Monday and continue until Sunday. Reasonable variations may be made provided they are consistent with local service requirements and the employee's desire. An employee may take as many consecutive weeks as he/she desires if he/she has the seniority to do so, as long as it does not conflict with the National Agreement. An employee 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. During the second round of the choice vacation period, the employee may at his/her option request the remainder of their earned vacation balance for that service year in units of either five (5) or ten (10) working days, the total not to exceed the employee's earned balance for the year.

  
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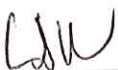
# Westerville Ohio 43081, 43082, 43240

## Item 8- Jury Duty / NALC National or State Convention Leave

- A. 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.
- B. 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 Chapter 516.334 of the Employee and Labor Relations Manual.
- C.

## Item 9- Determination of the maximum number of employees off who shall receive leave each week during the vacation period.

- A. The ratio of employees on vacation at the installation level shall be equal each week throughout the choice time period.
  - 1. January first (1) to May first (1), a rate of 13%.
  - 2. From May first (1) through September fifteenth (15), a rate of 13%.
  - 3. From September sixteenth (16) to December first (1), a rate of 10%.
  - 4. 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.
- B. Letter Carriers requesting annual leave other than their first and second round prime choice vacation selections during the choice vacation period must submit PS Form 3971 at least 48 hours in advance. The station supervisor will indicate on the PS Form 3971 the date and time it was submitted. Management will reply within 72 hours following the submission of the PS Form 3971. If no action is taken by management within 72 hours, the leave request is approved. Leave requested in this manner shall be granted on a first-come, first-served basis.
- C. Leave slots remaining open after choice selection period has ended will be available for application under incidental leave, up to 10% and 13%. Carriers must make application no later than 2 weeks prior to the leave date to secure an open slot. The request may not be denied the bid if is received more than 2 weeks in advance and an open slot remains on the vacation schedule. Once someone bids on an open slot and the request are granted the slot is considered filled and no longer available. Should the leave be applied for with less than 2 weeks notice, the leave approval/disapproval will be at management's discretion.

  
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# Westerville Ohio 43081, 43082, 43240

## **ITEM 10 – The issuance of official notices to each employee of the vacation schedule approved for such employee.**

The approved vacation list shall be posted on the bulletin board within three (3) working days after the choice vacation selection period closes.

## **ITEM 11 – Determination of the date and means of notifying employees of the beginning of the new leave year.**

By November 1<sup>st</sup> 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 – OTHER LEAVE**

1. Leave slots remaining open after choice selection period has ended will be available for application under incidental leave, up to 10% and 13%. Carriers must make application no later than 2 weeks prior to the leave date to secure an open slot. The request may not be denied the bid if is received more than 2 weeks in advance and an open slot remains on the vacation schedule. Once someone bids on an open slot and the request are granted the slot is considered filled and no longer available. Should the leave be applied for with less than 2 weeks' notice, the leave approval/disapproval will be at management's discretion.
2. Procedures to be followed:
  - A. Applications for Annual Leave during other than the choice vacation periods will be made on Form 3971 to employee's immediate supervisor.
  - B. 3971's will be accepted by an employee's immediate supervisor up to 45 days prior to the requested annual leave date, but not more than.
  - C. Request for Annual Leave will be approved or disapproved within a 72-hour period commencing from 6:00 pm of the day the 3971 is submitted.
  - D. Supervisor will sign and date submitted 3971 in the section designated "Signature of Supervisor Notified and Date," in the presence of the submitting employee. 3971's not signed and dated by the accepting supervisor or not handed directly to the supervisor will not be considered submitted.




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# Westerville Ohio 43081, 43082, 43240

- E. Management will be required to respond as soon as possible to annual leave requests that are submitted within less than 72 hours prior to the annual leave period requested.
  - F. Failure to inform the employee within the 72-hour period will be considered approved.
  - G. If more than one (1) employee requests the same period of annual leave on the same date of submission, seniority will be used to determine the employee granted the leave.
  - H. An employee, upon request one 72 hours 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.
  - I. Jury duty and attendance at National or State Convention will not be counted in the complement of employees, agreed upon, to be simultaneously let off during the choice vacation period.
3. All career letter carriers 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. Elective leave must be used the next calendar quarter after it is earned; Elective leave that is not used the next calendar quarter will be forfeited.
- A. Any use of Elective Leave shall be subtracted from the employees' earned Annual Leave balance.
  - B. 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:
    - C. 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.
    - D. 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.
    - E. The employee must have the necessary Annual Leave Balance to cover the Elective Leave.
    - F. Requests for "Elective Leave" will not be denied for any reasons except the following:
      - 1. At the Westerville Installation only one (1) employee will be permitted on Elective Leave at the same time.

  
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# Westerville Ohio 43081, 43082, 43240

2. Elective Leave will not be authorized on an employees' Holiday or day designated as the employees' Holiday or Birthday.
3. Elective Leave will not be permitted during the month of December.
4. Elective Leave shall be used in eight (8) hour increments.

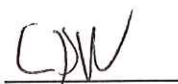
## **Item- 13 HOLIDAY SCHEDULE**

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

- A. City Carrier Assistants, Part-Time Flexible's, or any non-career employee's, even if overtime is necessary.
- B. Full-Time and Part-Time regular employees who have volunteered to work on the holiday or their designated holiday when such day is part of their regular work schedule, on a rotating basis by seniority.
- C. All other Full-Time and Part-Time regular volunteers, on a rotating basis by seniority.
- D. 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.
- E. All other Full-Time and Part-Time regulars who have not volunteered on a rotating basis by inverse seniority.

## **Item 14 Overtime desired Lists by section and/or tour**

- A. The names of carriers listed for "Overtime Desired" will be limited to the Station or branch to which he/she is regularly assigned.
- B. In order to ensure equitable opportunity for overtime, overtime hours worked, and opportunities offered for those carriers on the Overtime Desired List (ODL) will be posted and updated daily, to the extent possible, using the following method:
  1. DOIS Overtime Worksheet Chart will show hours as follows (total worked, total exceptions (turned down) – these two added together will equal the "Total".
  2. First offer of overtime will be made to the carrier with the least total hours offered and worked.
  3. 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

  
(Initials)

  
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# Westerville Ohio 43081, 43082, 43240

that the Swing Carrier can be moved to another route in his/her Swing duty assignment.

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

D. 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.

## **Items 15, 16 & 17 "LIGHT DUTY ASSIGNMENT"**

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.

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

A. Casing routes-including his/her own and any other office duties of the carrier craft.

B. Labeling of carrier cases.

C. Re-writing and updating of carrier edit books.

D. 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.

E. Delivery of Express Mail

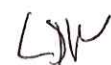
F. Any other available assignments for which the carrier is qualified that management may designate.

## **Item 18 "POSTING AND REASSIGNMENT"**

### **POSTING-**

Option 1-Regular carriers making a bid shall do so via the automated bid process using Postal ease or the bidding number for shared services 1-877-477-3273.

Option 2-Regular letter carriers may also apply for an advertised vacant regular route shall apply for assignment on PS Form 1717, in duplicate. Both PS 1717 Forms will be round dated by the supervisor. One PS 1717 will be returned to the carrier as his/her receipt, and the other placed in an envelope by the carrier. The envelope will be addressed to Postmaster, 617 McCorkle Blvd., Westerville, Ohio 43082-9998, showing date of opening and word "Bid" on front of envelope. The carrier will then hand the envelope to the supervisor who will deposit in pouch. The date and day off for the week

  
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# Westerville Ohio 43081, 43082, 43240

of the posting will be included on the route advertisement. PTF's, Unassigned regulars and City Carrier Assistants may exercise their preference by use of their seniority for available craft duty assignments of anticipated duration of five (5) days or more in the delivery unit assigned the assignment will be worked for the duration.

## **Item 19 Employee Parking- "PARKING"**

All available craft employee parking in area of the Westerville Post Office will be assigned to craft employees on a first come/first served basis.

Employee parking spaces for the handicapped employees will be designated as those spaces closest 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 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 or PTF conversion to full time regular.

## **ARTICLE 12**

### **REASSIGNMENT**

  
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# Westerville Ohio 43081, 43082, 43240

When it becomes necessary to reassign within the installation employees excess to the needs of the section, The Westerville Post Office shall be considered as a section.

## ARTICLE 14

### "SAFETY AND HEALTH"

#### VEHICLE ASSIGNMENT

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 the various routes. It is the employer's intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washes.

## ARTICLE 17

### "REPRESENTATION"

#### USE OF PUBLIC ADDRESS SYSTEMS

Representatives of Branch 78, NALC may speak at the safety service plan 5 talk and also 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.

#### CHRISTMAS OPERATIONS

The 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 Committee meetings shall be scheduled once a month, provided agenda items are submitted.

Agenda items must be exchanged at least 72 hours prior to such meetings.

Meetings shall be held on the 2nd Wednesday 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.

## ARTICLE 26

### "UNIFORM AND WORK CLOTHES"

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# Westerville Ohio 43081, 43082, 43240

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

B. 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 and if the weather is unseasonably cold then the carrier can choose to wear the winter uniform.

C. During the months of March, 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 full-time duty assignment other than the full-time duty assignment of the junior employee is abolished at a delivery unit as a result of, but not limited to, route adjustments, highways, housing projects, all full-time duty assignments at that unit held by letter carriers that are junior to the carrier whose full-time duty assignment was abolished shall be posted for bid in accordance with the posting procedures in this article.

## ARTICLE 41.B.2

Posting and Bidding under Article 41.3.O shall be by Installation.

## ARTICLE 41.2.B.3

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




Luke Walker  
Westerville Postmaster

5/18/21  
Date



Mark Beach  
Vice President Branch 78, NALC

5/18/2021  
Date

  
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