

MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS

BRANCH 43

&

Lebanon, OH 45036

2006 – 2011

The parties agree the provision(s) of the
2001-2006 Local Memorandum of Understanding
have not changed and are carried over with the signing of this coversheet.


US POSTAL SERVICE


NALC, BRANCH 43

**LEBANON, OHIO
LOCAL AGREEMENT
2007-2011**

This Memorandum of Understanding is entered at Lebanon, Ohio, between the representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers, pursuant to the Local Implementation Provisions of the 2001 National Agreement. This Memorandum of Understanding constitutes the entire agreement in matters relating to local conditions of employment.

ARTICLE 1

- A. The duration for the choice vacation period will be (33) thirty-three weeks, beginning the second week of April and extending through the fourth week of November.

- B. Employees who earn 20-26 days Annual Leave may choose any one of the five items below and employees who earn 13 days Annual Leave may choose any one of items 3 or 4 or 5 below, on the first seniority round:
 - 1) Three (3) continuous weeks; or
 - 2) Two (2) continuous weeks and one (1) separate week; or
 - 3) Two (2) separate weeks; or
 - 4) Two (2) continuous weeks; or
 - 5) One (1) week.

- C. After vacation choices have been posted on the Vacation calendar, all open weeks will be granted on a first come, first served basis.

- D. Union activity to attend state or national convention will not be charged against the delegate's choice vacation period, nor will jury duty.

- E. Exchange of vacation weeks during the choice Vacation period may be authorized by the supervisor with the concurrence of the steward.

- F. Each work unit will begin choosing vacations no later than January 1 of each calendar year, however, vacation bidding may begin prior to January 1.

All bidding should be completed by February 1 of each calendar year. The maximum number of employees who shall receive leave each week during the choice vacation period will be one, except during June, July and August, when the number will be two.

- G. 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.

- H. If management determines Annual Leave is available on any given day in a unit or station, an opportunity roster will be used to determine who will be allowed Annual Leave. This will be done by seniority on a rotating basis. The procedure for this roster will be determined at a local labor management meeting.

- I. At each work unit senior employees can choose their vacation weeks in accordance with 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.
- J. Vacation weeks will begin on Monday and end on Sunday.
- K. Management will issue written approval to each employee of the approved vacation schedule of such employee. Employee must submit PS Form 3971.
- L. Prior to bidding on vacation weeks, this local agreement will be posted.
- M. Requests for Annual Leave shall be made as far in advance as possible by submission of PS Form 3971 in duplicate. The supervisor will render a decision by returning validated copy of Form 3971 within 48 hours.
- N. Failure to return form 3971 within 48 hours will be considered approval of request for Annual Leave.

ARTICLE II

- A. A full-time carrier will be on a rotation schedule.

ARTICLE III

- A. When Part-Time Flexible Carriers are scheduled for work on Holidays, they will be scheduled on a rotating basis.
- B. Holiday Scheduling:

The order of scheduling for Holidays shall be:

- 1) Casual employees
- 2) Part-time flexible scheduled employees
- 3) Full-Time employees- Volunteers whose Holiday or designated Holiday it is by seniority
- 4) Full-Time employees on the Overtime desired list
- 5) Full-Time employees- Volunteers on their non-scheduled work day by seniority
- 6) Full-Time employees- Non volunteers on their non-scheduled work day by inverse seniority
- 7) Full-time employees- Non volunteers on their holiday or designated holiday by inverse seniority

ARTICLE IV

- A. When a Letter Carrier route of full-time duty assignment, other than the Letter Carrier Route(s) or full-time duty assignment(s) of the junior employee 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 was abolished shall be posted for bid in accordance with the posting procedures in this article.

ARTICLE V

- A. Postal operations will be curtailed or terminated at the Post Office as determined by the Postmaster, taking into consideration the following items.
 - 1. Safety and health of the employee
 - 2. Acts of God
 - 3. Hazardous weather conditions
 - 4. Advice of and policies of local authorities.

- B. **PARKING:** Management shall recognize its responsibility to constantly be aware of the parking needs of the employees. In such regard, it will make parking spaces available to the employees as it determines such space is available. In determining what spaces will be available to employees, management will take into account:
 - 1. The needs of the customers;
 - 2. The needs of the employees;
 - 3. The needs of the service.

Prior to assigning parking spaces to employees, management will consult with the union. After consultation, employee parking spaces will be assigned by management taking into consideration:

- 1. The Union's recommendation;
- 2. Handicapped employees;
- 3. Seniority;
- 4. Union officer status.

ARTICLE VII

- A. 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.

For the United States Postal Service

Date

For the N.A.L.C.

Date