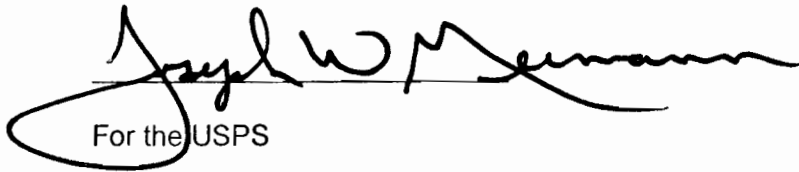


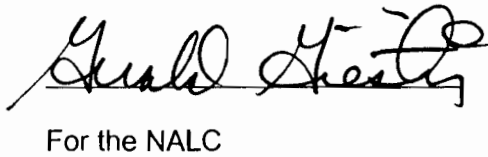
**CINCINNATI, OHIO
NALC LOCAL AGREEMENT
2006-2011**

This Memorandum of Understanding is entered into on November 14th, 2007, at Cincinnati 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 2001 National Agreement.

REPRESENTATIVES OF EACH PARTY AFFIX SIGNATURES OF AGREEMENT TO THIS PAGE ONE (1) AND INITIAL EACH NINE (9) REMAINING PAGES OF THIS TEN (10) PAGE DOCUMENT.


For the USPS

12-11-07
Date


For the NALC

12-11-07
Date

1. ADDITIONAL OR LONGER WASH-UP PERIODS

Reasonable wash-up time shall be granted to employees who perform dirty work or work with toxic material.

2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

All full time assignments will be on a rotating schedule of Monday through Saturday with Sunday being a non scheduled day. The rotating schedule on any full time assignment can be changed to a fixed non scheduled day by mutual agreement of a representative of the USPS and the president of the Local NALC Branch or his/her designee.

3. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES WHEREAS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

In the event of an emergency officially being declared by a federal, state or local authority, because of the conditions listed below, the manager, or his designee, shall immediately notify the local NALC President and/or designee of his/her decision to remain open, closed or curtail operations.

Conditions for closing and/or curtailing operations, including but not limited to:

- 1. The safety and health of the employees
- 2. Hazardous weather conditions, including flood, storms, snow, etc.
- 3. Acts of God
- 4. Curtailment of public transportation equipment
- 5. Closing of businesses and other offices
- 6. Civil disorder

Management shall notify employees at the earliest possible time of the curtailment or termination of postal operations. Such notification shall be made available by public media, such as television, radio and/or other available means.

4. FORMULATION OF LOCAL LEAVE PROGRAM

A. VACATION SELECTION

Employees at each station or branch 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.

The seniority rounds will be completed by notifying as many senior carriers to choose at one time as possible, but no more than the lowest available weekly allotment. Carriers must choose within two (2) working days. Failure of the carrier to choose within two (2) working days will place the carrier after the last employee in the round



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After all employees have been given an opportunity to choose on the first round, the same procedure will be followed by seniority for the second round.

Employees reassigned to another station or branch after making their vacation choice, will be granted vacation at their new station or branch at the time it was scheduled in the original unit.

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.

B. INCIDENTAL LEAVE

Requests for unscheduled annual leave shall be made as far in advance as possible by submission of forms 3971 in duplicate. The supervisor will render a decision by return of validated copy of form 3971 within 48 hours, and state the reason for the denial on the form 3971.

If management determines annual leave is available on any given day in a station or branch, an "Opportunity Roster" will be used to determine who will be allowed annual leave. This will be done by seniority on a rotating basis.

All forms 3971 for non emergency annual leave submitted on the same day are subject to the Opportunity Roster.

5. THE DURATION OF THE CHOICE VACATION PERIOD (S)

The choice vacation period shall be January 1 through the second Saturday in December of each calendar year: i.e.

2007	January 1, 2007	-	December 15, 2007
2008	January 1, 2008	-	December 13, 2008
2009	January 1, 2009	-	December 12, 2009
2010	January 1, 2010	-	December 11, 2010
2011	January 1, 2011	-	December 10, 2011

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

Vacation weeks will begin on Monday and end on Sunday.

7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS

Employees who earn 20 - 26 days annual leave may choose any one of the six items below. Employees who earn 13 days annual leave may choose any one of Items 4, 5 or 6 below, on the first seniority round. The first round vacation pick can be:

1. Three (3) continuous weeks, or
2. Three (3) separate weeks,
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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8. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

Jury duty will not be charged to the choice vacation period.

The NALC, Branch 43, will notify the postmaster of Cincinnati of the names of delegates and the dates of the national convention and state convention prior to December 1. During the three week NALC national convention period, the number of carriers who can be scheduled off at each unit during the period will be reduced by two for each three delegates attending the convention. The same formula will apply to the one week for the state convention. Attendance will be charged against the number off during the choice vacation period as stated above, but not against the delegate's scheduled vacation selection.

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

The maximum number of employees who shall receive leave each week during the choice vacation period shall be up to 15 percent (15%) rounded off to the nearest full number) at each station or branch, except:

During the choice vacation period, each week that contains a holiday, up to ten percent (10%) of the employees will be allowed vacation during that week. (For the Memorial Day week, the Independence Day week and Labor Day week, up to 15 percent (15%) shall be allowed off on annual leave.)

Up to 5 percent (5%) will be allowed off up to the second Saturday in December.

In the second round vacation pick, any week that has 10 percent (10%) or more selected in the first round vacation pick will be closed. Vacation picks will be permitted in any week up to 10 percent (10%) for all other weeks during the choice vacation period in the second round selection.

10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEES

Carriers will make all requests for vacations on form 3971 in duplicate. Prior to the beginning of the new leave year, a vacation calendar will be posted at each station and two (2) copies will be given to a steward. The supervisor will return a copy of form 3971 as notification of the carrier's approved vacation by the start of the new leave year.

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

During the last week of November, each year, management in each unit will announce, to all carriers, the beginning date of the leave year.



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12. PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIODS

Requests for unscheduled annual leave shall be made as far in advance as possible by submission of forms 3971 in duplicate. The supervisor will render a decision by return of validated copy of form 3971 within 48 hours, and state the reason for the denial on the form 3971.

13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

The intent of Article 11 is to allow the maximum number of employees to be off on their holiday or designated holiday while allowing those individuals who wish to work the opportunity to do so. The overall understanding is that the maximum number of employees scheduled should not exceed one employee per route. However, due to operational considerations this does not preclude management from scheduling less than one employee per route.

The order of scheduling for holidays shall be:

1. Part time Flexible⁴³ employees
2. Full time employees - volunteers whose holiday or designated holiday it is by seniority
3. Full time employees on the overtime desired list **Note:** This item only refers to scheduling employees on their non-scheduled day.
This does not include any provisions of Article 8 relating to maximization of the overtime desired list.
4. Full time employees - volunteers on their non scheduled work day by seniority
5. Transitional Employees (T. E. 's)
6. Full time employees - non volunteers on their non scheduled work day by juniority
7. Full time employees - non volunteers on their holiday or designated holiday by juniority. **Note:** This would include employees on their holiday or designated holiday.
 - a) All work in excess of 8 hours would be handled in accordance with normal OTDL procedures
 - b) Employees who through illness or injury are unable to complete an entire work assignment will not be calculated when determining the provision of "an employee per route". However, when employees are forced under item 6 and item 7 of the pecking order, these employees should be treated in the same manner as any other employee



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

Overtime desired lists for the carrier craft will be by station. Station is "home station" for carriers assigned to more than one unit.

When an employee has complied with Article 8, section 5A, of the National Agreement, and by reason of assignment or the bidding procedure, changes stations, he/she shall have his/her name inserted according to seniority to the gaining station's overtime desired list and shall be credited with overtime hours equal to the employee with the greatest amount of overtime hours at the time of being placed on the list.

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.

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

All overtime opportunities offered or worked outside of the work location where he/she normally works, shall not be charged to the overtime desired list.

15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENTS

16. 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

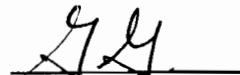
17. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

There will be one (1) full-time assignment reserved for light duty for letter carriers at each station. The light duty assignment will consist of the following duties available, but are not limited to these duties:

1. Router work
2. Express mail duties
3. Casing mail on open routes, heavy routes, and auxiliary Routes



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4. Mounted delivery routes
5. Folding of flats
6. Relabeling cases
7. Making and posting corrections on schedules
8. Training new employees
9. General office duties
10. Assisting on vehicle inspections
11. Carrier mark-ups
12. Checking "No Obvious value" mail (Bulk Business Mail)
13. Rewriting carrier route books
14. Labeling of apartment buildings mailboxes
15. Any other productive work that is available within the unit. Qualified employees on light duty will be assigned light duty at the nearest available unit where light duty is available.

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

"Section" as referred to in Article 12 of the National Agreement on reassignments, is agreed to be the entire carrier craft of the Cincinnati City Operations Branch of the Cincinnati Postal Service.

19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Parking spaces will be considered for all carriers when new installations are under consideration for establishment.


Parking spaces at each station, excess to the needs of the Postal Service and available for employee parking will be allocated for carriers in the same ratio as carriers constitute the total complement of the station. The allotted space(s) will be assigned to the senior carrier(s).

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

Annual leave requested prior to the determination of the choice vacation period to attend union activities will be charged to the choice vacation period.



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21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THE NATIONAL AGREEMENT

A. 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, is abolished at a delivery unit as a result of, but not limited to, route adjustments, highways, 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 Article 41.

When there is more than one (1) hour change in the starting time of a route, the regular carrier who has obtained that route through the bidding procedure 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 that route. In this event, management shall post the route for bid. The letter carrier in question will remain on the route unless he/she notifies management as indicated above.

B. Pursuant to Article 41, section 2.B. 3, 4 & 5, opting for routes will be accomplished through the following procedures:

1. On Saturday prior to the beginning of an opt, station management will post a list of the routes available for opting.
2. No later than close of business on the following Tuesday, eligible carriers will submit their preference for opted routes.
3. Carriers will be awarded their opt preference by seniority
4. No later than close of business on Wednesday, the opting schedule will be posted.

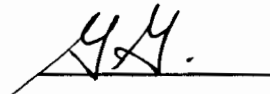
C. When a full time regular is called into work on a non scheduled day, the full time regular will work his/her regular route, if a route is available on the T-6 string. Determine if a route is available using the following order:

1. First, the T-6 must be placed on an open route in the String by choice if more than one, if not
2. The T-6 displaces the junior opt person to another assignment, if not
3. The full time regular will be assigned as needed, not displacing anyone.

When a full time regular is scheduled in to work on a non scheduled day, this is not unanticipated and the T-6 will not be moved from the scheduled route.




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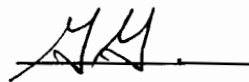
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22. LOCAL IMPLEMENTATION OF THE NATIONAL AGREEMENT RELATING TO SENIORITY, REASSIGNMENT AND POSTING

- A. A copy of the installation-wide carrier seniority list will be provided to a steward for posting at each station. Three copies will be sent to the Branch office.
- B. All routes (excepting those set aside for light duty) shall be posted for 15 days.
- C. Bidding for vacant routes will be restricted to full time carries with seniority as the determining factor. When a posting contains several assignments, a letter carrier may bid for as many assignments as are posted.
- D. No vehicle will be assigned a carrier unless it can be reasonably expected to conform to recognized safety standards.
- E. It is the employer's intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washes.
- F. The installation head or his designee may permit union officers and stewards to use the public address system to make brief appropriate announcements.
- G. Upon request to supervision, stewards and officers of the union shall have permission to use the post office telephone for the purpose of performing and engaging in union duties or business related to the collective bargaining agreement or the local memorandum of understanding.
- H. A supervisor issuing written instructions or directions shall sign and date them.
- I. The public address system will not be used for the purpose of admonishing or disciplining an employee.
- J. The Dedicated Collection unit will be considered a separate station.



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