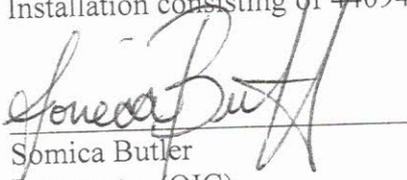


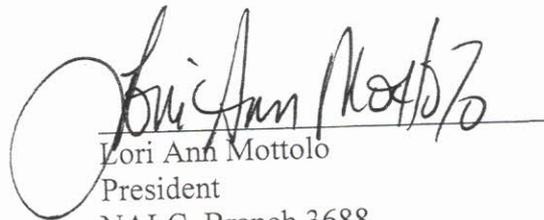
## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on 5/28/2021 at Willowick, Ohio 44095 between the representatives of the United States Postal Service and the designated agent of NALC Branch 3688, pursuant to the Local Implementation Provisions of the 2019 National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight May 20, 2023, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.

It is agreed that the Willoughby Post Office and its stations and branches shall be known as an Installation consisting of 44094 and 44095.

  
Somica Butler  
Postmaster (OIC)  
USPS

  
Lori Ann Mottolo  
President  
NALC, Branch 3688

ARTICLE 1. UNION RECOGNITION

In accordance with provisions of Article 1 of the National Agreement, the employer recognizes Branch 3688, NALC as the exclusive bargaining representative at the local level for all employees nationally represented by the NALC at the Willoughby, Ohio Post Office.

ARTICLE 8. OVERTIME POLICY

1. There shall be a separate overtime desired list for each office.
2. Refusals and opportunities will not be charged to carriers on RDO immediately preceding and/or following first and second annual leave selections. RDO equals Friday and Saturday.
3. When an opportunity for overtime arises, the low carrier on the overtime list shall be given first opportunity to work.
4. Copies of the overtime desired list from each office, including hours worked, opportunities offered, and refusals shall be sent to the Branch President or their designee at the end of each quarter.
5. All carriers will be on a rotating day off.
6. All carriers shall perform required work only on official time.
7. Carriers not signing the "Overtime Desired List," who then sign for a later quarter, will be charged the maximum hours, in the office, for any quarter not signed.
8. Overtime list showing hours worked, opportunities in the office and refusals will be carried on a yearly basis, starting at the beginning of the calendar year.
9. A carrier's overtime hours accrued in higher level assignments will be included in his/her total overtime hours.
10. Failure to answer the phone, when called, will constitute an opportunity. Texts are not sufficient.
11. When a regular assigned to one route is called in to work on his/her RDO day, he/she will work on his/her own route and the U-person will move within his/her U-group. In return, the U-person will have his/her choice of routes in the U-group when the regular carrier is absent. In the event that the regular carrier is called in on his/her RDO and there is no place in the U-group for the U-person, the U-person will be moved outside of his/her U-group, in accordance with Article XLI of the National Agreement. The U-person who moves out of his/her U-group will have the choice of any open route, and may bump a CCA or PTF on a hold down but may not bump another U-person.

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12. Cases when opportunity or refusal of overtime cannot be charged:
  - a. On IOD (Injured on Duty)
  - b. Annual leave
  - c. Carrier is called one (1) hour prior to start time.
  - d. When the carrier is on sick leave.
13. When a carrier is on annual leave and makes themselves available to work their RDO, they will be charged if they change their mind.
14. Refusal of overtime shall be handled as follows:
  - a. Carriers may refuse on the first approach and will be charged.
  - b. If insufficient carriers are available, overtime will be assigned according to lowest hours on the list, not by juniority.
  - c. All refusals will be charted.
15. Daily overtime running totals will be done in both offices.
16. Blanket early starts are available, when needed, to all carriers whether or not they are on the overtime list. Non ODL's will have the option to work on a blanket early start and that early start will be overtime and not a change of schedule.
17. Carriers detailed to the 204B status will assume the RDO of the detailed position:
  - a. 204B's while on details will be charged for any overtime.
  - b. When a 204B returns to his/her route, they will assume the average overtime hours on the list or their own, whichever is highest.
18. New overtime lists will begin on the first day of every calendar year.
19. All carriers transferring between the Main and the Branch or from other offices will assume the average hours of the group they enter.
20. Carriers who are on the 10-12 hour list may, once in a quarter, drop down to the "route only" or the "no" list.
21. Wash up time: Article 8, Section 9 provides reasonable wash-up time for a Letter Carrier who performs dirty work. It is acknowledged by the parties that all City Letter Carriers at the Willoughby/Willowick Post Office perform dirty work in the office and on the street. Therefore, any City Letter Carrier, on an individual basis, shall be granted such time as is reasonable and necessary, with permission from management and not to be combined with PM wash-up time.

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ARTICLE 10

LEAVE POLICY

1. Management will publicize by November 1st that the selection for annual leave will begin on December 1st or the first work day after that date.
2. There will be separate annual leave lists at the Main and the Branch.
3. Any employee transferring from the Main to the Branch or the reverse shall be granted his/her leave as originally chosen.
4. In the event there are any weeks or days during the annual vacation period where there are fewer carriers scheduled for leave than the total number allowed, any application for such open weeks or days shall be granted pending the carrier's annual leave balance.
5. When approved annual leave is cancelled by a carrier, he/she will notify supervision as soon as possible but before the day of leave requested on P.S. Form 3971.
6. Attendance at Postal Union National, State or Regional conventions or seminars will not be charged to the delegate's choice vacation selection.
7. Prime time will consist of the last full week of April through the last week in September, the week including Thanksgiving, the week between Christmas and New Years', and the week before Easter.
8. During the choice vacation period, there will be fifteen percent (15%) of the carrier work force (regulars, PTF's and CCA's) off per week at the Main Office and fifteen percent (15%) of the carrier work force off per week at the Branch Office. Fractions of the work force will be rounded down from .4 to the next whole number and rounded up from .5 to the next whole number. CCA's will be counted as part of the compliment after they are employed for four months. The compliment will be calculated each November to determine the percentage that will be used for the next year. Outside the choice vacation period, there will be three (3) carriers off at the Main Office and four (4) carriers off at the Branch Office.
9. The carrier's vacation week shall run from Monday through Sunday.
10. Each letter carrier will be granted two (2) selections of annual leave at his/her option, as outlined in Article X, Section 3, of the National Agreement. Both selections may be in units of 5, 10, or 15 days. Each carrier will have a twenty-four (24) hour time limit to complete his/her selection. CCA's will have a one week pick after the second round.
11. After the first two (2) circulations of the roster, the remaining weeks will be on a first-come, first-serve basis. Carriers will be permitted to sign for any and all vacation periods remaining in addition to their first selection(s). Carriers will be permitted to request single day (s) vacation, at their discretion, with each day being open for annual leave.

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Management will return the signed slips within one week of the carriers turning them in. The carrier must possess a leave balance to cover any requested leave as outlined in Article X, Section 3, of the National Agreement.

12. Procedure:

- a. Letter carriers will submit Form 3971 for any and all leave requested, in triplicate.
- b. The Supervisor on duty will sign and date Form 3971 in the presence of the carrier.
- c. Request for annual leave will be approved or disapproved within a seventy-two (72) hour period, commencing from 5:00 pm of the day the 3971 is submitted.
- d. Failure to inform the carrier within the seventy-two (72) hour period will be automatically approved. Every effort will be made by the Supervisor to be as definitive as possible for reason of denial.
- e. When two or more carriers submit a 3971 on and for the same day or days Management will honor the request by seniority.
- f. When there are not enough leave slots to honor all requests, management will list the denied leave by names on the "waiting side" of the leave calendar. All denied annual will be filed by month, with the intent to grant as date approaches. The leave file will be controlled by the immediate Supervisor.

13. Any carrier who submits a P.S. Form 3971 for annual leave of forty (40) hours or more may, prior to scheduled leave, inform management of their desire to work their scheduled RDO during the selected leave period and will be scheduled according to their hours on the overtime list.

14. Prior to primetime vacation picks one representative from each office will be allowed to attend State and National conventions over the fifteen percent (15%) carrier limit in prime time. All other representatives will select prior to opening Annual leave selections and will be included in the fifteen percent (15%) carrier limit. The Food Drive Coordinator will also get off the day of the food drive.

15. Two CCA's will be granted annual leave on Sunday's at each office unless that Sunday is combined with a complete week, in which case, there could be more CCA's off than two.

16. CCA's may not request Sundays off for annual leave from Thanksgiving through the New Year's Day unless they have the entire week off.

## ARTICLE 10 SICK LEAVE

### CALL IN POLICY

When a carrier calls in sick due to illness or injury, they will inform management of the number of days of sick leave they feel they require. If that number of days is not sufficient, the carrier will call to inform management the day before they are scheduled to return to

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work to inform them of any additional sick time needed.

#### ARTICLE 11 HOLIDAY WORK

1. Method of selecting carriers to work on holiday or designated holiday will be as follows:
  - a. All casuals and CCA's to the maximum extent as possible.
  - b. All part-time flexible employees to the maximum extent as possible.
  - c. All full-time regular employees who have volunteered to work on their holiday RDO or their RDO by seniority.
  - d. Full-time regulars on RDO who have signed the overtime desired list.
  - e. Full-time regulars on holiday RDO or RDO who have not signed the overtime desired list will be forced by juniority.

#### ARTICLE 12 PRINCIPLES OF SENIORITY, ETC.

An updated roster listing all carriers in order of seniority and dates made regular will be posted at least once every three (3) months. Management will update the CCA relative standing roster as changes occur.

#### ARTICLE 13 LIGHT DUTY ASSIGNMENTS

Light duty requests will be submitted in writing to the installation head. Requests will be reviewed between the Postmaster and the President of NALC Branch 3688. Light duty will be provided to city Letter Carriers to the extent possible, within the limitations provided by the carrier's physician. These duties include but are not limited to:

1. Collections.
2. Casing and normal carrier duties which the ill or injured employee may be able to perform.
3. Relabeling carrier cases.
4. Labeling inside of apartment boxes.
5. Answering phones.

The assignments will be made with consideration to the nature of the injury and the availability of such assignments.

#### ARTICLE 14 SAFETY AND HEALTH

1. Postal vehicles will be cleaned and washed inside and outside every thirty (30) days. It is the employer's intent that the vehicles be maintained in good state of repair and cleanliness. No vehicle will be assigned to a carrier unless it can be expected to conform to recognized safety standards. The employer shall assign the same vehicle to the same route each day, if possible. Under no circumstances shall a carrier be ordered to drive an unsafe vehicle.

2. There will be a safety talk given each week. In the event a carrier does not receive the talk, management will post safety talks on the safety board for carriers to read on a weekly basis. Hearing impaired employees will be given hard copies of the safety/service talk. Supervisors shall not require nor permit employees to work during safety talks. Any service information given at such meeting will also be disseminated in the same manner.
3. All safety and health concerns will be discussed at quarterly labor-management meetings and posted in the minutes. In the event a safety or health concern involves another craft, that crafts' spokesperson will be invited to the meeting.
4. When local emergency conditions exist and after careful consideration of all the facts, which shall include consultation with local police officials, the installation Head will then consult with the Union President or their designee and make a decision on the proper course of action. Such procedure shall be implemented as early in the morning in question as possible. Any codes issued by local officials will be strictly adhered to. The safety and health of all carriers will be of utmost concern in reaching a decision.

#### ARTICLE 17      LABOR – MANAGEMENT

1. Labor – Management meetings will be held once a quarter. The meeting shall be set as necessary. Dates and times may be changed or cancelled by the Postmaster, Union President or designee.
2. There shall be equal numbers of carriers and management unless otherwise agreed at each Labor – Management meeting. Union members shall be designated by the Branch President or designee.
3. Minutes of the Labor-Management meetings will be taken by the Union, in duplicate, and it is agreed that the minutes will be signed by both the President and the installation Head. Union will type the minutes for the bulletin boards and will be approved by the Union and Management before posting at each unit.
4. Should any item be brought up for discussion which concerns other crafts, a representative from the other craft may be permitted to attend the meeting. The item will be disposed of as the first order of business.
5. The Union shall have the opportunity to have orientation with each new employee on the shadow day, if possible, or as soon as practical in Willoughby, Ohio 44094/Willowick, Ohio 44095.



ARTICLE 41 NATIONAL AGREEMENT

1. Article 41, Section 3, Part O of the National Agreement, "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 assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article."
2. Bidding for vacant carrier assignments will be restricted to letter carriers of all units of the Willoughby, Ohio Post Office, with seniority as the determining factor.
3. Letter carriers applying for an assignment shall make a ball stamped bid on Form 1717 to the Postmaster in charge of the installation during the period for which the notice is posted.
4. Carriers will have the choice of remaining with the adjustment of his/her route exceeding fifty percent (50%) or more deliveries.
5. All full-time carrier assignments shall be posted for five (5) work days. If two or more route assignments become vacant simultaneously, bids will be posted at three (3) day intervals. Assignments will also be made at three (3) day intervals.
6. Carriers bidding on a new assignment will be given a three (3) day trial period. Utility carriers will be given a five (5) day trial period, one (1) day on each route. The carrier will not have the option to move within his/her U-group until he/she has completed his/her five (5) day trial period. If the senior bidder declines the assignment after the trial period, the next senior bidder will be assigned until all bids have been exhausted.
7. Any change of starting time will not necessitate reposting of route or assignments.
8. CCA's will use the leave calendar to submit hold downs. All requests for hold downs must be put in writing and ball stamped, then submitted to management no later than the Wednesday before the hold down begins.

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MISCELLANEOUS ITEMS PERTAINING TO THE WILLOUGHBY, OHIO OFFICE

1. Management will provide Form 1723 to the Union President or his/her designee when employees are detailed to higher level. Such said form will be given as soon as possible.
2. A copy of all posted notices affecting the letter carrier craft shall be sent to the President of the Organization.
3. Inspection of personnel files shall be granted in the presence of a management representative. Such inspection will be on the clock and not to exceed ten (10) minutes.
4. As a courtesy, representatives of Branch 3688, will inform management whenever they need to use their cellphone pertaining to official union business.
5. Two (2) bulletin boards, enclosed in glass, one on the workroom floor and one in the swing room, shall be provided by management, contingent upon available space. A lock and two (2) keys will be furnished for the use of the President of Branch 3688 and his/her designee.
6. Letter Carriers at their discretion, will be able to wear shorts beginning on April 1<sup>st</sup> and ending on October 31<sup>st</sup> of each year.
7. Each office will continue to furnish free parking for all Letter Carriers in the Willoughby/Willowick Post Office. Parking will be on a first-come first-served basis.
8. This agreement is in effect to run concurrently with the 2016 National Agreement.

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