

Note: This LMOU has been updated to reflect the dates of the 2011 – 2016 National Agreement. Otherwise, it is identical in content to the 2006 – 2011 LMOU, which was not renegotiated, and remains in force for the duration of the 2011 – 2016 National Agreement.

Memorandum of Understanding



November 21, 2011 to May 20, 2016

Dennis Perk, President

William Barnes, Executive Vice President

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N.A.L.C.

**Article I
RECOGNITION**

Section 1

The parties agree that the articles below are to be administered in accordance with the provisions of the National Working Agreement of November 21, 2011.

Section 2

The agreements reached herein through negotiations between Management and Branch No. 40 are entered into to supplement the nationally arbitrated Working Agreement (of November 21, 2011) and constitute a Memorandum of Understanding between Cleveland, Ohio Post Office (herein called Management or Employer) and the following labor organization (herein called Union or Branch 40) on local personnel policies and practices, local terms and conditions of employment and all future agreements reached nationally: National Association of Letter Carriers, AFL-CIO, Branch No. 40.

Section 3

This Memorandum of Understanding covers all employees of the Cleveland Post Office in installations and facilities for which the N.A.L.C., AFL-CIO has been recognized as the National exclusive bargaining representative at the National level with respect to wage, hours of employment, and other terms of employment, unless otherwise superseded by terms of the National Working Agreement of November 21, 2011.

Section 4

The following employees in the unit represented here are not covered by this Memorandum of Understanding.

Those management personnel and employees specified in Article 1, Section 2, of the National Working Agreement of November 21, 2011.

Section 5

It is agreed that all bargaining subject to local administration concerning Letter Carriers which does not violate the National Agreement shall be conducted between the Postmaster and/or his designee and the President of William C. Doherty, Branch No. 40 and/or his/her designee.

Section 6 – New Positions

Each newly created position shall be assigned by the Employer to the National craft unit most appropriate for such position within thirty (30) days after its creation. Disputes arising out of such assignments shall be subject to the provision of the grievance and arbitration procedure provided for herein. The Union party to this Agreement shall be notified promptly by the Employer regarding assignments made under this provision.

Article II NON-DISCRIMINATION

Section 1

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees because of race, color, creed, religion, national origin, sex, age or marital status or because of a physical handicap with respect to a position with duties of which can be performed efficiently by an individual with such a physical handicap without danger to the health or safety of the physically handicapped person or to others.

Section 2

There shall be no discrimination against the Union, or its members which deny them their rights under the Postal Service Manual, Equal Employment Opportunity, National Labor Relations Act, or other laws and regulations as appropriate.

Article VIII HOURS OF WORK

Section 1

Basic work weeks for regular multiple-trip carriers and regular parcel post carriers will be Monday thru Friday. All other regular carriers will be on rotating basis of Saturday thru Friday. Basic work weeks for unassigned regular carriers will be posted.

Section 2 – Overtime

To assure that each employee is given an equitable opportunity to work overtime, a chart will be posted in each station and employees shall be listed by seniority indicating accumulated overtime.

Section 3

Maintenance of the Overtime charts shall be done on the clock.

Section 4

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 utility carrier can be moved to another route in his/her utility group.

Section 5

An employee called in by supervision outside his/her regular work schedule shall be guaranteed a minimum of four (4) hours of continuous work, or pay in lieu of work, where less than four (4) hours of work is available.

Section 6

Part-time flexible regulars shall not be required to

be on call.

Section 7

All part-time regular employees with flexible schedules shall receive Sunday Premium Payment when above are met.

Section 8

Letter Carriers will be granted such time as is reasonable and necessary for requirements of Article 8, Section 6, of the National Agreement washing-up after performing dirty work and/or work with toxic material.

Article X LEAVE

1. Management shall, no later than November 1, of the preceding leave year, publicize on bulletin boards the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year. A copy of this notice will be given to the Branch President and the Steward in each station.

2. The following Prime Time Vacation Program shall apply to full-time and part-time employees.

3. Prime Time Vacation shall be twenty weeks starting with the second full leave week entirely in the month of May. The leave week will be Monday thru Sunday.

4. All carriers must be afforded the opportunity to bid for prime time vacation. Seniority shall determine the assignment of the bid within the prime time period. The selection of vacation periods shall be from January 1 through January 31. Unfilled vacation spots may be selected from February 1 through February 15. All selections must be in segments of one calendar week or more in accordance with Article 10, Section 3.D of the

2011 National Agreement. Segments need not be consecutive.

5. The vacation period shall start on the first Monday of the employee's basic work week. He / she may be granted the preceding Saturday and Sunday of his/her basic work week, if possible. Management shall furnish receipt to carrier by March 15 of the annual leave period granted. Record of annual leave schedule shall be accessible to all employees.

6. After vacation choices have been posted to vacation chart (no later than February 15), all open weeks will remain open for all carriers and will be granted on a first come, first served basis. In the event bids are submitted simultaneously, seniority will prevail. Requests for these open weeks must be submitted at least five calendar days in advance (by Wednesday of the previous week)

7. A. The maximum number of carriers that may schedule annual leave at the same time during the choice vacation period will be the result (to the nearest whole number) of dividing the number of calendar weeks in the choice period into the product of the number of positions, including unassigned regulars, plus part-time flexibles at the unit or station as of December 1, of the prior year, multiplied by three (3).

B. For the balance of the leave year, the formula will be as stated in section 7A, except multiplied by two (2). Requests for these posted weeks may be submitted by the 2nd full week of the preceding calendar year but no later than five calendar days in advance (by Wednesday of the previous week) and may be in increments of less than one (1) week, but not less than one day. All requests would be gathered during the 2nd full week of December and be treated as if they were submitted simultaneously.

Seniority would determine the assignment of the bid within the non-prime time period. After the close of that week all other requests would be treated on a first come first serve basis.

December will not be counted in figuring the number of weeks in the formula for this section.

C. All other requests for leave, including leave for less than one day, will be considered consistent with the needs of the service and the employee will be advised as promptly as possible but not later than two (2) days after submission of the 3971 which must be signed by a supervisor acknowledging the date of receipt.

The same number of carriers that are allowed off as spelled out in Section 7B above will be allowed off during the month of December.

D. Annual leave or leave without pay used in lieu of sick leave shall not be counted against the prime or non prime quotas.

8. The ratio of employees on vacation at the station level shall be equal each week throughout the prime time period.

9. Every effort shall be made to comply with an employee who desires to take annual leave in excess of the number of days specified.

10. Previously chosen vacation schedules will be posted on each unit's bulletin board one month in advance of schedule. All managers will post a monthly calendar in the station for employee review. All cancelled annual leave will be annotated so that any employee desiring to have the cancelled time may put in a request. The calendars are to be placed in view for employees with all annual leave granted for the month annotated. The calendar will be updated monthly and all leave and cancellations documented.

11. An employee transferring into another unit shall be granted his/her annual leave as scheduled in the unit from which he/she transferred.

12. An employee may cancel his/her choice vacation period, giving as much advance notice as possible. This vacation period should then be posted for re-bidding for five (5) days if time permits, but not less than three (3) days.

13. Carriers who become ill while on annual leave during the choice period and request that the leave be changed to sick leave may make another selection during the choice period where the week's quota has not been filled.

14. When jury duty is required during an employee's vacation period, the employee will have the option of another choice vacation selection from the open weeks.

15. At the beginning of each year when the National or State convention week has been determined, elected delegates, not in excess of two (2) per Station, Branch, or Unit, will be permitted to attend the convention without the leave being charged to the delegate's choice vacation period or to the Station, Branch or Unit week's quota. If the elected delegates at a Station, Branch or Unit exceed two (2), selection of the two (2) as defined above will be by service seniority, except when a Union Officer(s) is a delegate. All other delegates' leave shall be deducted from their choice vacation selection.

16 Approval or disapproval of a request for emergency leave shall be based upon the nature of the emergency, proper documentation may be required. The request shall not be unreasonably denied.

17. Employees designated by the President of

Branch No. 40 or his/her designee, upon reasonable notice to Management, shall be granted annual leave or LWOP at the election of the employee to attend union seminars.

Reasonable notice will be given to Management for attendance at other union business. This leave shall not be unreasonably denied.

Article XI HOLIDAYS

In establishing and posting schedules for holidays and days designated as holidays, in compliance with Article 11, Section 6 of the National Agreement, the following priorities will be followed.

1. Casuals, TE's, and CCA's even if overtime is necessary.
2. Part-time flexibles, even if overtime is necessary.
3. Full-time regulars who have volunteered and who will be working on what otherwise would be their non-scheduled workday will be selected in order of seniority.
4. Full-time regulars who have volunteered to work on the holiday or designated holiday when such day otherwise would be part of their work schedule, selected in the same manner as #3 above.
5. Full-time regulars who have not volunteered and who will be working on what would otherwise be their non-scheduled workday, selected in the inverse order of seniority.
6. All other full-time regulars, who have not volunteered, selected in the same manner as #5 above.

Article XII SENIORITY

A roster listing all carriers in order of seniority

shall be issued every six months and posted at all stations. One copy shall be sent to each station Steward and three (3) copies to the President of Branch 40.

Article XIII ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES

Section 1

When a letter carrier requests an assignment of light duty and is eligible in accordance with Article 13, "Assignment of Ill or Injured Regular and Part-time Flexible Employee" as contained in the 2011 National Agreement, management agrees to put such letter carriers on light duty assignments.

Section 2

Temporary or permanent light duty assignments for carriers may be granted within the employee's regular unit and his normal assignment, and if not possible, then at an adjacent unit. Light duty assignments shall include casing mail, labeling cases, updating removal books, work related to route inspection, or combination of these duties. Other areas to be explored, but not limited to, are night casing and foot collections, before any consideration is given to light duty assignments in other crafts.

Article XIV SAFETY AND HEALTH

Section 1

When establishing a joint Safety and Health Committee as provided for in Article 14 of the National Agreement, the President of the NALC Branch or his/her designee will serve as a committee member. Meetings of the Committee shall be held at least quarterly and more often if necessary.

Section 2

No vehicle will be assigned to a carrier unless it can be reasonably expected to conform to recognized safety standards.

Section 3

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.

Section 4

It is recognized by both parties that on occasions, emergency conditions may exist which would encourage the Employer to consider the curtailment of operations. In cases of such emergency condition, 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. Accessibility of postal operations and its customers to the Employer and employees; and;
- d. The safety and health of its employees. Prior to taking action to curtail the operations, the employer will notify the union of its decision and plan of implementation.

Article XVII REPRESENTATION

Section 1

The Employer at the local level will determine

the policy regarding the use of telephones by authorized Union officials and Stewards for local calls relating to the administration of the National Agreement. The policy will be made known to the President of the NALC Branch.

Section 2

Labor Management Committee Meetings shall be scheduled with Branch 40 NALC once a month unless the parties mutually agree otherwise. Agenda items must be exchanged 72 hours prior to such meetings. Meetings shall be held on the last Thursday of the month unless the parties agree to another date. Where agenda items do not warrant, discussions may take place by mutual agreement in lieu of a regularly scheduled meeting.

Section 3

The policies to be established by Management for the Christmas operation will be a subject of discussion at a timely regularly scheduled Labor Management meeting, but not later than the November meeting.

At the Station level, Management will meet with the NALC Steward as close to the first of the month in December as possible, to discuss the Christmas operation at their appropriate station.

Article XX PARKING

Section 1

At all stations and branches with the exception of the main office, the following shall apply: After the Employer determines the parking needs of the service (Government vehicles, customers, supervisors and carriers with contracted

vehicles to the USPS) the carrier craft allotment of the remaining parking spaces shall be on a percent equal to the percent of carrier craft employees assigned to this work location. Such percent shall be rounded off to the nearest whole number. Carrier craft employees' parking spaces shall be allotted by seniority within the work location.

The percent allotted to the carrier craft will be computed based on the number of craft employees at their respective stations annually on May 1 .

Section 2

Parking spaces allotted to the letter carrier craft shall be assigned on the basis of seniority.

Section 3

Parking for the President of the NALC Branch 40 will be provided in an area designated as Official Parking. Additionally, three (3) parking spaces will be designated within a reserved parking area for use by NALC officials at the new General Mail Facility.

Section 4

Management will give full consideration to parking before combining or transferring work location of carriers.

Article XXVI

UNIFORMS AND WORK CLOTHES

Section 1

A. Items of uniform dress appropriate for the winter seasons shall be worn during the months of December, January, February and March.

B. Items of uniform dress appropriate for the summer season shall be worn during the months of June, July, August and September.

C. During the months of April, May, October

and November, the Postmaster will determine whether summer or winter apparel should be worn by the employees after discussion with the Branch President or his/her designee.

Section 2

In the event of unexpected climatic changes or in areas with prolonged seasons, installation heads may grant exceptions to the dates in Section 1 after discussion with the Branch President or his/her designee.

Article XLI

POSTING AND SENIORITY

1. Bidding for vacant assignments will be restricted to Letter Carriers of the Installation (city-wide) in which the vacancy occurs with seniority as the determining factor.

2. Letter Carriers applying for an assignment shall make a written request on a POD 1717 or Multiple Bid Form. At each Unit a locked bid box will be placed in a visible location for carriers to deposit their bids. The morning following the closing of the bid, the Manager or Designee and the Steward or Designee will open the box together and immediately put the bids in an envelope, seal it, and send it to the designated location.

The Station Manager or Designee and the Union Steward or Designee will jointly sign a form, approved by the parties, at the time the bid envelope is sealed, placing a copy of the form inside the envelope and retaining individual copies of the form. If no bids are in the box, a negative response is required. All forms will be ball stamped.

If there is more than one Station or Branch within

a Unit there must be at least one Steward present but all Stewards within that Unit have a right to be present. For those carriers not electing to use the bid box, the following procedure can be used. Bids will be sent to a location designated by Management and made known to the Union. All bids shall be postmarked no later than the P.M. of the final date of the bid and be received no later than the second working day after the closing of the bid.

3. Assignments made in response to advertisements must be accepted. All bids must be submitted on POD Form 1717 or Multiple Bid Form.

3A. A POD Form 1717 or Multiple Bid Form for the current posted bid sheet may be canceled, in writing, by the closing date of the bid. All full-time carrier assignments shall be posted for 10 working days, excluding Saturdays and Sundays.

4. In instances where several assignments are posted, a Letter Carrier may bid for as many assignments as are posted, stating his/her preference in the following manner:

First Choice ____; Second Choice ____; Third Choice ____.

5. The senior applicant for a vacant assignment shall be placed in the new assignment within 10 working days of the closing of bids, unless on leave, except during the month of December, when he/she shall be placed in the new assignment starting the first full pay of January.

6. Successful bidders for posted vacant assignment shall accept the non-work days that accompany the new assignment.

7. A regular carrier who has been placed in a permanent bid assignment must remain on his/her assignment until he/she successfully bids to another vacancy.

8. No assignment will be re-posted due to any changes mentioned in Article 41, Section 1 A.5 of the 2011 National Agreement.

9. Vehicle route vacancies shall not be filled until a senior bidder has passed the driver's examination. Example: if the senior carrier bidding has fifteen (15) years service and fails the driver's examination, and the next senior bidder has twelve (12) years service and passes the driver's examination, he/she becomes the senior bidder and is assigned to the route, etc.

10. If a carrier asks for and receives a leave of absence of ninety (90) days or more, said carrier's route will be posted for city-wide bid with the first posting of routes following his/her grant of leave, unless such leave is due to illness supported by a doctor's certificate.

12. A. At each work location, management shall post all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more. These vacancies shall be posted the Monday of the week prior to when the vacancy occurs.

B. Full-time reserve, unassigned regular and part-time flexible Letter Carriers may indicate their preference or such assignments by the Wednesday of the week preceding the week the vacancy occurs.

C. The carriers shall submit written applications (Forms 1717) for these vacant assignments to the designated supervisor. The cut-off time for submission shall be the Wednesday preceding

the week the vacancy occurs.

D. The above shall not apply where assignments become available upon less than twenty-four (24) hours notice. In such circumstances, management shall inquire as to the preference of each available employee and award the assignment to the senior available employee who indicates a preference prior to the beginning of the assignment.

MISCELLANEOUS

1. Letter carriers are not expected to finger mail when it would create a safety hazard.

2. Inspection of Personnel Jackets

At reasonable intervals, a letter carrier shall be granted the opportunity upon timely request, to inspect his/her personnel jacket (except highly confidential items) in the presence of a Management representative, provided such inspection occurs off the clock.

3. The word "emergency" shall be defined by Management and the Union in this Memorandum of Understanding as an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

APPENDIX A REASSIGNMENTS

1. When it becomes necessary to eliminate a route or regular assignment at a Station or Branch, eliminate the junior person's route or assignment. If not possible, the carrier whose route or assignment has been Management will make every effort, in good faith, to eliminated may take the resulting junior regular route or assignment in the unit, or

exercise his/her option to bid.

2. Carriers affected by the above procedures shall be in a "detail" status pending the results of the next city-wide bid posting. "Details" and assignments will be made on the basis of seniority.

3. A determination of junior vacancies or assignments will be made by Branch 40 and Management at each Station or Branch.

4. Regular carriers who are detailed by Management to a Station or Branch shall be junior to regular carriers on bid assignments.

STEWARDS AND EMPLOYEES INFORMATION

A. The following order is to be used when a regular carrier with a route is called in on his/her off day.

1. The Regular Carrier will get his/her route and the Utility Carrier shall be required to move to an open route of his/her choice in his/her U-Group.

2. If there are routes in the U-Group held by PTF's on preferred bids, the Utility Carrier will displace a Part-Time Flexible Schedule.

3. If there are routes in the U-Group held by Full-Time Carriers on preferred bids, the Utility Carrier will displace the Junior Full-Time Carrier.

4. If all routes in the U-Group have regularly assigned carriers on them, the Utility Carrier is not required to move from his/her assignment.

5. If a Regular Carrier with a route is called in on his/her off date and there is a Carrier with a preferred assignment on the U-Group, the Regular Carrier will have his/her route.

B. If the Utility Carrier is called in on his/her off day, the Utility Carrier will get his/her choice of open routes in his/her U-Group.

C. If a Carrier on a preferred bid (route) is called in on his/her off day, he can displace a Carrier on a preferred U-Group assignment to an open route in that U-Group; if available.

D. If a Carrier on a preferred bid is called in on his/her off day, he/she may not displace a Regular Utility Carrier off his/her assigned route that day.

VIOLATION OF AGREEMENT

Any dispute between the parties to this Memorandum of Understanding as to the interpretation and/or violations may be initiated as a grievance under Article 15 of the National Agreement dated November 21, 2011.

SCOPE OF AGREEMENT

This Memorandum of Understanding and the National Agreement constitutes this agreement between the parties except for those specific proposals which have been impasse, which upon resolution through the impasse and arbitration procedures shall be incorporated in this Memorandum of Understanding. The parties acknowledge that each had the opportunity to make proposals with respect to collective bargaining subjects. Each party agrees that for the life of this Memorandum of Understanding, the other party shall not be obligated to bargain with respect to any subjects not covered by this Memorandum of Understanding and the National Agreement dated November 21, 2011.

DURATION OF AGREEMENT

This Memorandum of Understanding shall continue in full force and effect for the duration of the National Agreement of November 21, 2011; however, it shall be extended or be reopened for local negotiations or terminated as determined by the parties to the National Agreement.

SEPARABILITY

Should any part of this Memorandum of Understanding or any provisions contained herein be rendered or declared invalid by any reason or any existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or provision of this Memorandum of Understanding shall not invalidate the remaining portions of this Memorandum of Understanding and they shall remain in full force and effect.

**WILLIAM C. DOHERTY
BRANCH NO. 40
NATIONAL ASSOCIATION
OF
LETTER CARRIERS
CLEVELAND, OHIO**

NOTES

"This Memorandum of Understanding is entered on March 20, 2009, at Cleveland, Ohio, between the representatives of the United States Postal Service, and the designated agent of the N.A.L.C. Branch 40, pursuant to the Local Implementation Provision of the 2011 National Agreement."

**W. Spencer Hsu
For the United States Postal Service**

**Dennis Perk
For the Union**