THE

LOCAL MEMORANDUM OF

UNDERSTANDING

BETWEEN THE

UNITED STATES POSTAL SERVICE

JASONVILLE

AND THE

NATIONAL ASSOCIATION OF LETTER CARRIERS

BRANCH 828 (AFL-CIO)

May 21, 2016 through September 20, 2019

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, made and entered into on November 9, 2017, by and between the authorized management representative(s) of the United States Postal Service, hereinafter the employer, and Local and\or Branch 828 of the National Association of Letter Carriers, AFL-CIO, hereinafter the Union, pursuant to the Local Implementation Provision of the 2016 National Working Agreement constitutes the entire agreement of the local implementation of the terms of the 2016 National Working Agreement.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

Article 30, Section B; 1 (WASH UP)

When a Letter Carrier performs dirty work or works with toxic material, he\she will be allowed reasonable wash-up time as provided in Art 8, Sec 9 of the National Agreement.

Article 30, Section B; 2 (DAYS OFF)

All Regular Letter Carriers shall have a fixed day off, with the work week running from Saturday through Friday. Days off will be bid by seniority.

Article 30, Section B; 3 (TERMINATION OF OPERATIONS)

The decision for curtailment or termination of Postal operations to conform to the orders of Local Authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail Postal operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

Article 30, Section B; 4 (LEAVE PROGRAM)

A) Management shall notify all City Letter Carriers by December 1st of the previous leave year of the beginning and ending dates of the period for making selections during the choice vacation period.

B) All cancellations shall be re-posted as soon as management is notified of the cancellation in writing. There shall be no exchanging of leave.

C) City Carriers will not request annual leave unless they have sufficient leave available to them at the time the leave is to be taken.

D) Military leave will not count as a choice selection on the vacation chart, but will count in the quota of carriers off that week.

E) Attendance at Union conventions or assemblies shall not be charged as a vacation selection. At the beginning of each year when the convention week has been determined, sufficient slots for eligible delegates shall be withheld for the appropriate week.

F) Jury duty will not count as a selection of the vacation calendar. City carriers on jury duty during their vacation selection shall have an opportunity to make another selection, where a vacancy exists, upon completion of their civic duty.

G) City Letter Carriers will have the opportunity to sign the leave calendar by seniority. Management will post the leave calendar as soon as it has been completed no later than the last day of the previous
leave year.

Article 30, Section B; 5 (Duration of "CHOICE VACATION PERJOD")

The choice vacation period shall begin with the first Monday of the first pay period of the calendar year as dictated by the Postal Bulletin defining the leave year and remain throughout the year, excluding December 10'h through December 25th.

Article 30, Section B; 6 (BEGINNING DAY OF VACATION)

Letter Carriers will start their vacations on a Monday and return to work on a Monday following their vacation, unless that Monday is a holiday or a non-scheduled workday, in which case they will return to work on the Tuesday following the end of their vacation.

ARTICLE 30, Section B; 7 (CHOICE VACATION SELECTIONS)

Employees *(including CCA's, PTF's, Regulars)* may request two selections during the choice vacation period in units of five (5) to ten (10) days. The total leave cannot exceed the number of days authorized in Article 10, Section 3 (1, 2 or 3, as appropriate.)

Article 30, Section B; 8 (CONVENTIONS)

Attendance at State and National Conventions shall be charged to the choice vacation period. *Additional* leave for National and State Conventions may be granted in accordance with Art 24 Sec 2 (A, B and C) of the National Agreement.

Article 30, Section B; 9 (MAXIMUM NUMBER OF EMPLOYEES OFF)

The number of employees *(including CCA's, PTF's, Regulars)* allowed off shall be twenty percent (20%) during the weeks of the choice vacation period (minimum of I). In those cases where computing the 20% does not result in a whole number, the fractional result is .50 or higher, the next whole number shall be considered the correct figure.

Article 30, Section B; 10

Each Carrier Craft employee will submit, following final selection of their choice vacation period(s), PS- Form 3971 in duplicate, filling out all applicable items. A copy, signed by the responsible supervisor, will be returned to each carrier craft employee within *three (3) business days (excluding holidays and Sundays).*

Article 30, Section B; 11 (NOTIFICATION OF LEAVE YEAR)

No later than November I" of each year, management will notify all carrier craft employees through the Postal Bulletin of the beginning date of the new leave year. The Postal Bulletin with this information will be posted on the official bulletin board in accordance with Art 10, Section 4 A of the National Agreement.

Article 30, Section B; 12 (INCIDENTAL LEAVE)

Carriers, after completion of the regular carrier board signing (s) shall submit in duplicate a PS-Form 3971 for open week(s) on the vacation board, no later than *close of business* of the Monday preceding the week of leave requested, or no more than sixty (60) calendar days in advance of the same.

Management shall reply indicating approval or disapproval in the following manner:

A) Daily leave and all other incidental leave less than one full week shall be granted on availability and on a first come first serve basis. In addition, daily leave and individual days shall not take precedent over full week(s) involving the same period.

B) Applications submitted to a supervisor, at least*five (5) days* prior to the leave being taken, will be received in chronological order and acted upon within *three (3)* business days (excluding Sundays and Holidays) on a first come, first serve basis.

Article 30, Section B; 13 (EMPLOYEES WORKING THEIR HOLIDAYS)

Management will select carriers to work on Holidays in the following order:

1) *City Carrier Assistants*
2) Part-Time Flexibles
3) *Full-time regulars who volunteer to work on their holiday or day designated as holiday by seniority.*
4) Full-time regulars who volunteer to work on their non-scheduled day by seniority
5) All other non-volunteer full-time regulars by inverse seniority

Ifafter the posting, the need develops for additional or replacement employees, employees shall be selected according to the same order as above.

Article 30, Section B; 14

Overtime desired lists will be by Sections as defined in this Memorandum of Understanding.

Article 30, Section B; 15 (EMPLOYEE CARRIERS FOR LIGHT DUTY)

The Postmaster shall make every effort to employ letter carriers in their own office for light duty assignments.

Article 30, section B; 16 (IDENTIFICATION OF ASSIGNMENT)

Identification of these "Light Duty Assignments" shall be agreed upon by Management and the National Association of Letter Carriers, and other crafts, as needed.

Article 30, Section B: 17 (LIGHT DUTY DEFINED)

A "Light Duty Assignment" is any assignment within the capability of an employee who is temporarily or permanently incapable of performing his/her duties as a result of illness or injury as defined in Art 13.

Article 30, Section B; 18

A "section" shall be defined as the city delivery unit(s) of the Jasonville Post Office.

Article 30, Section B; 19 (PARKING)

All available parking spaces will be allocated on a first-come, first-serve basis, with the exception of a designated space for the Postmaster, and other designated spaces to meet the contractual requirements of the United States Postal Service

Article 30, Section B; 20 (LEAVE FOR UNION FUNCTIONS)

The leave for National and State conventions shall be blocked off to insure the delegates may be granted leave in accordance with Art 24, Section 2 A, B, and C of the National Agreement.

Article 30, Section B; 21 (BIDDING PROCESS DEFINED)

The following shall apply until such time as electronic bidding is locally implemented. Electronic bidding will be in compliance with Article 41 of the National Agreement.

Notice inviting sealed bids to the "Postmaster, Jasonville Post Office" for Letter Carrier Craft assignments and to other such assignments to which a Letter Carrier is entitled to bid shall be posted on the official bulletin board for ten (10) days. Copies of the notice shall be mailed to the NALC Branch 828 President by local Management. When an absent employee has so requested, in writing, stating his/her mailing address, a copy of any notice inviting bids shall be mailed to the employee.

Letter Carriers shall make their bids in writing to the "Postmaster/Office Address" by *9:00 AM* on the final day. When more than one assignment is posted, Letter Carriers shall have the right to bid all assignments, stating their preference: 1st, 2nd, 3rd, etc.

A Union representative shall be designated by the NALC Branch 828 President locally to be present when bids are opened.

Article 30, Section B; 21 (BIDDING PROCESS DEFINED – continued from pg. 4)

Letter Carriers shall make their bids in writing to the "Postmaster/Office Address" by *9:00 AM* on the final day. When more than one assignment is posted, Letter Carriers shall have the right to bid all assignments, **stating their preference: 1st, 2nd, 3rd, etc.**

A Union representative shall be designated by the NALC Branch 828 President locally to be present when bids are opened.

Article 30, Section B; 22

When a letter carrier route or a 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, 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 accordance with the posting procedures in the Article 41.3 0.

A route will be considered abolished if 50% or more of a routes deliveries are moved to a different ***assignment.***

SEPARABILITY AND DURATION PROVISION

A) Should any part of this Memorandum of Understanding or any provision herein be rendered or declared invalid because of conflict with the National Working Agreement existing or subsequently enacted legislation, or by a court or competent jurisdiction, such invalidation of such part or provision of this Memorandum of Understanding shall not invalidate remaining portions of the memorandum, and they shall remain in full force and effect.

B) This Memorandum of Understanding shall be effective upon signing and shall remain in full force and effect for the duration of the 2016-2019 National Agreement.

Presently effective Local Memorandum of Understanding constitutes the entire Agreement between the parties and correctly expresses all of the rights and obligations of the parties except for those specific subjects which the parties have formally agreed to continue negotiating after this Memorandum of Understanding is concluded. The parties acknowledge that each had the opportunity to make demands and proposals with respect to all subjects for Local Implementation of the National Working Agreement. Each party agrees that during the life of the Memorandum of Understanding, the other party shall not be obligated to bargain with respect to any subject not covered in the Memorandum of Understanding. In witness whereof, the parties both have caused their duly authorized representative(s) to execute this Memorandum of Understanding the day, month, and year first written below.

Authorized Postal Service Representative _____ Date 11/14/17

Authorized NALC Representative _____ Date 11.14.17