

The
Local Memorandum of Understanding

Between

United States Postal Service

and

National Association of Letter Carriers

(AFL-CIO)

Branch 828

October 1, 2001 --- November 20, 2006

Memorandum of Understanding

This Memorandum of Understanding, made and entered into on **October 1, 2001** at the Bloomington Post Office, Bloomington Indiana, 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 2001 National Agreement constitutes the entire agreement of local implementation of the terms of the 2001 National Agreement.

Article 30, Section B; 1 (WASH UP)

Article 8, Section 9 provides reasonable washup time for a letter carrier who performs dirty work. It is the position of the United States Postal Service that any letter carrier should be granted such time as is reasonable and necessary for washup after performing dirty work or incident to personal needs as currently established.

Article 30, Section B; 2 (Days off)

All letter carrier routes in the Bloomington Post Office shall be on a rotating days off schedule with the work week running from Saturday through Friday. The exception to rotating non-scheduled days will be parcel post routes with a Monday through Friday work week with a non-scheduled day of Saturday. Unless these routes are expanded to six-day delivery routes, they will remain with a fixed day off.

Article 30, Section B; 3 (Termination of Operations)

Letter Carriers may not be required to attempt delivery during periods of inclement weather of such severity that civil authorities (e.g. city mayor, state highway police authorities, or state highway administrative authorities) consider road travel hazardous and have informed the public by radio, television, or other media not to travel public streets or highways. During these periods of "inclement" weather the Branch shall monitor and document the appropriate information as needed. The Installation Head/Designee, when possible or practicable to do so, shall discuss the situation with the Branch President/Designee. However, final decision will rest with the United States Postal Service.

Article 30, Section B; 4 (Leave Program)

a) Military leave, Jury Duty and leave for attendance to Union Assemblies shall not count against a carrier's selection(s) for the choice period, nor will it count against the Branch's quota for the choice period.

b) Monitors shall be employees appointed by the Branch to oversee, and to accompany each letter carrier while he/she is in the process of signing the vacation board.

c) There shall be no more than one (1) assigned monitor and one (1) alternate per unit. The Postal Service will be notified promptly of the said assignments and/or reassignments.

Article 30, Section B; 4 continued....

- d) All signing(s) of the vacation board shall be in the presence of at least one (1) vacation monitor, which shall be on the clock.
- e) Employees will not request annual leave unless they have sufficient leave available to them at the time the annual leave is to be taken.

Article 30, Section B; 5 (Duration of "Choice Vacation Period")

The choice vacation shall begin on the first Monday of the first pay period of the leave year and remain for the entire year excluding December 10th through December 25th.

Article 30, Section B; 6 (Beginning day of vacation)

Letter Carriers will start their vacation on a MONDAY and return to work on 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. "The leave week during the choice vacation year shall be MONDAY through SUNDAY."

Article 30, Section B; 7 (Choice Vacation Selections)

Letter Carriers, at their option, may request one (1) or two (2) selections during the choice vacation year in units of either five (5) or ten (10) or fifteen (15) days, total not to exceed ten (10) or fifteen (15) days on the first choice, in accordance with leave earned annually.

Article 30, Section B; 8 (Jury Duty and Conventions)

- a) Letter Carriers on jury duty during the choice vacation year shall be eligible for another available period within the choice vacation year.
- b) A Carrier attending a NATIONAL or STATE convention, during the choice vacation year will not be counted in the number of carriers scheduled off during that period.

Article 30, Section B; 9 (Maximum number of Employees off)

The maximum number of employees off during the choice vacation will be 14% of the carriers. The percentage will be rounded up at .50

Article 30, Section B; 10 (Vacation Board Procedure)

Each carrier craft employee will submit, following final selection of their choice vacation period(s), Form PS-3971 in duplicate, filling in all applicable items. A copy, signed by the responsible supervisor, will be returned to each carrier craft employee within seven (7) calendar days.

a) Written notice of canceled week(s) should be given one (1) weeks in advance of said period.

b) Canceled weeks of vacation will be assigned on a seniority basis to the employee who is junior to the junior person of the last signing signed for leave that particular week. Refer to Section B; 10, Item 2 of the guidelines for the vacation monitor process to determine the last signing. A properly submitted 3971(s) will be acted upon within 5 business days (excluding Sundays and holidays).

c) Annual leave scheduled for carriers shall be posted at a convenient area on the workroom floor. A supervisor in charge or a vacation monitor shall endorse all changes on the schedule.

d) Carriers shall be granted emergency annual leave when events necessitate their absence from their duties.

e) A supplement shall be provided to further define the guidelines of leave in reference to "Monitors." The following will provide the guidelines each craft employee must adhere to:

GUIDELINES FOR THE VACATION MONITOR PROCESS

1) It shall be the responsibility of each craft employee to inform the monitor of leave earned annually.

2) Each carrier will be given an opportunity to sign the vacation board in groups of ten (10) within the specified period by numerical seniority within each group of ten (10). The specified period for signing for each group of ten (10) shall be four (4) days during the first signing (black), three (3) days during the second signing (red), and two (2) days during the third signing (green). Each of the aforementioned periods shall exclude Sundays and holidays. If an employee is not prepared to sign the board at his/her designated time, he/she will be passed over and the next employee in numerical seniority will be given the opportunity to sign. That passed over employee will still retain his/her chance to sign up until the end of his/her specified period.

Guidelines for the Vacation Monitor Process continued....

3) Each individual craft employee shall be responsible for notifying vacation monitors of his/her vacation choice, in the event that he/she is absent due to leave or sickness on the appointed day(s) he/she is to sign.

4) Newly hired transfers shall be given the opportunity to choose a vacation selection within thirty (30) calendar days of his/her beginning working day at that particular facility.

5) Any situations not directly covered by this memorandum and/or supplement(s) shall be decided by the vacation monitors along with the advice and consent of the "Executive Board".

Article 30.,Section B; 11 (Notification of New Leave Year)

No later than November 1 of each year, management will notify all carrier craft employees through the General Orders of the beginning date of the "New Leave Year". The General Orders with this information will be read to all employees at each respective work location.

Article 30, Section B; 12 (Incidental Leave)

Carriers shall submit in duplicate a PS-3971 for open week(s) on the vacation board and/or individual day(s), no more than thirty (30) calendar days in advance. Management shall reply indicating approval or disapproval in the following manner: Applications submitted to a supervisor, at least two (2) weeks prior to the leave being taken will be received in chronological order and acted upon within five (5) business days (excluding Sundays and holidays), on a first come, first served basis.

Article 30, Section B; 13 (Employees Working Their Holidays)

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

- 1) Casuals
- 2) Part-time flexibles
- 3) Full-time regulars who volunteer to work on their holiday or day designated as a holiday by seniority.
- 4) Full-time regulars who volunteer to work on their non-scheduled day by seniority.
- 5) Full-time regulars who did not volunteer on what would otherwise be their non-scheduled day by inverse seniority.
- 6) All other non-volunteer full-time regulars by inverse seniority.

Article 30, Section b; 13 (Employees Working Their Holidays) continued from page 4

If, after the posting, a 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 List)

The overtime desired list(s) will be by sections as defined in this Memorandum of Understanding.

Article 30, Section B; 15 (Employ Carriers for Light Duty)

The Postmaster shall make every effort to employ Letter Carriers in their own station(s) or branch(s) for light duty assignments.

Article 30, Section B; 16 (Identification of Assignment)

Identification of these "Light Duty" assignments shall be determined by management, National Association of Letter Carriers (NALC) and other crafts as needed.

Article 30, Section B; 17 (Light Duty Defined)

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

Article 30, Section B; 18 (Section Defined)

A "Section" shall be defined as "All delivery unit(s) throughout the Bloomington Post Office delivering area."

Article 30, Section B; 19 (Parking)

All available parking spaces will be allocated on a first-come, first-serve basis.

**Article 30, Section B; 20
(Leave for Union functions Prior to "Choice Vacation Schedule")**

Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule will not be part of the individual's total choice vacation year selection(s).

Article 30, Section B; 21 (Bidding Process Defined)

Notice inviting sealed bids to the “Manager of Customer Service” for Letter Carrier Craft assignments and to such other 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 given to the local union. 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 “Manager of Customer Services” by 8:00 AM on the final day. When more than one assignment is posted, Letter Carriers shall have the right to bid for all assignments, stating their preference; e.g.(1st choice ____, 2nd choice ____, 3rd choice ____). A Steward or other union representative shall be present when the bids are opened.

a) Notice inviting bids shall be posted on a City-wide basis.

Article 30, Section B; 22

Assignments Abolished

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 in accordance with the posting procedures in this memorandum.

A scope shall be defined as “(5) five city routes with each scope consisting of (5) five regular carriers and (1) one utility carrier.”

Local Opting Procedure

- 1) In normal opting situations, as described in Article 41.2.B.3, 4&5, concerning scheduled annual leave and other scheduled absences beginning on a Monday, opts will have to be submitted by the preceding Monday at 5:00 PM.

- 2) In the event an unexpected opportunity for an Article 41 opt becomes available, Management will immediately post and announce the availability of the opt in each installation. The bids must be received by 2:00 PM the following business day. The bids will be opened and the assignment awarded immediately following the 2:00 PM deadline. The senior bidder will assume the opted_assignment the following day for its duration.

Article 30, Section B; 22 - continued from page 6

Representation Provision (National Agreement Article 17 Sect 5; C)

The installation head shall meet with (1) one representative of Branch 828 on the second Monday of each quarter or at any other time as may be mutually agreed upon. Such meetings shall be on the clock, and except for unusual situations shall run for such time as is necessary to dispose of all agenda business. Meetings may be changed by mutual agreement only.

a) Minutes of Labor-Management meetings shall be kept and initialed by the parties for verification. Any agreement(s) reached at such meetings shall be reduced to writing and signed by both parties upon request of either party. A copy of these minutes will be reproduced and made available to the secretary of the Branch. These agreement(s) shall not be changed without prior notification to the other party.

b) Officers of Branch 828 may be permitted to use a designated phone for Union business which is of such an urgent nature that it must be taken care of during the Union Official's duty hours. Permission shall be obtained from the supervisor to be off the work room floor.

Separability and Duration Provision

a) Should any part of this Memorandum of Understanding or any provision contained herein be rendered or declared invalid because of conflict with the National Working Agreement 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 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 2001-2006 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 below written.

Authorized Postal Service Representative

Date

Authorized NALC Representative

Date
