

**Local Memorandum of Understanding**  
**between the**  
**National Association Letter Carriers AFL-CIO**  
**Branch 828**  
**and the**  
**United States Postal Service**  
**Martinsville In 46151**

**October 1, 2002 - November 20, 2006**

## **Article 30**

### **Item 1 - Additional or longer wash-up period**

Article 8, Section 9 provides reasonable wash-up time for a letter carrier who performs dirty work or work with toxic materials. It is the position of the U .S. Postal Service that any letter carrier who performs dirty work or work with toxic materials will be granted such time as is reasonable and necessary for wash-up.

### **Item 2 - The establishment of a regular work week of five days with either fixed or rotating days off**

All letter carrier routes in the Martinsville Post Office shall be on a rotating days off schedule with the work week running from Saturday through Friday. Implementation of the rotating day off schedule will commence beginning the first full week of January 2003. City Carriers will be allowed to select their color by seniority, within their scope before the signing of the 2003 vacation board. Following the initial selection of a color, the colored day off will remain with the route.

### **Item 3 - Guidelines for the curtailment or termination of Postal Operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions**

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 to inform employees. The Installation Head/Designee shall inform the NALC Branch President/Designee.

### **Item 4 - Formulation of local leave program**

The installation head or designee shall meet with representatives of the NALC to review local service needs as soon after November 1 as practicable. The installation head shall then determine a final date for submission of applications for the established vacation period. Choice vacation is to be granted on a seniority basis.

There will be no exchanging of leave unless all carriers senior to either one of the carriers exchanging have had an opportunity to participate in the exchange.

Military leave will not count as part of the carriers choice and non-choice vacation period.

Management will post a vacation board by November 15. The union will provide management with the dates of the State and National conventions by November 15.

### **Item 5- The duration of the choice vacation period**

The choice vacation period shall be from the beginning the new leave year through the fast full week in December.

### **Item 6 - The determination of the beginning day of an employee's vacation period**

Letter carrier(s) will start their scheduled weeks of vacation on Monday of the regularly scheduled workweek.

### **Item 7 - Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days**

Employees may request two selections during the choice vacation period in units of five(5) or ten(10) days during a first round selection. The total approved leave cannot exceed the number of days authorized in Article 10, Section 3, as appropriate.

### **Item 8 - Whether jury duty and attendance at National or State conventions shall be charged to the choice vacation period**

Attendance at National and State conventions shall be charged to the choice vacation period. The leave for National and State conventions shall be blocked off to insure the delegates may be granted leave in accordance with Article 24, Section 2.B of the National agreement.

In cases where convention delegates cancel full weeks of vacation intended for this purpose, the cancelled week(s) shall be posted by bid for seniority, provided the cancellation is received in writing by the supervisor no later than two weeks prior to the start of the scheduled leave period. The leave shall be posted for seven days. Bids will be submitted on PS Form 3971 in duplicate. The 3971's will be held until the end of the seven-day period, and shall be awarded to the senior bidder.

### **Item 9 - Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.**

12.5% of the letter carriers shall be granted annual leave during the choice vacation period. When applying the % requirement, any fraction of 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number.

## **Item 10 - The issuance of official notice to each employee of the vacation schedule approved for such employee**

Signing of the vacation board shall reserve the week. Final approval will be granted through an approval PS Form 3971. Signing of the board will be witnessed and initialed by supervision at the time of signing. The 3971 will be submitted in duplicate no later than 2 weeks prior to the first day of scheduled leave.

## **Item 11 - Determination of the date and means of notifying employees of the beginning of the new leave year**

Management shall post a notice on the official bulletin board not later than November 1 notifying the employees of the beginning of the new leave year.

## **Item 12 - The Procedures for submission of application for annual leave during other than the choice vacation period**

Non-choice will be defined as leave not bid in the choice selection process. A second sign-up will be offered to those employees who will earn more than the leave signed up for during the choice vacation sign-up, not to exceed what they will earn that year.

Requests for open weeks of annual leave will be submitted on a duplicate PS Form 3971 no earlier than 60 days in advance and no later than the Tuesday (0800) prior to the service week in which the annual leave is desired. Approval or denial of the request for annual leave will be given no later than the Wednesday preceding the service week for which the leave is requested.

Requests for incidental annual leave shall be submitted on a duplicate PS Form 3971 no earlier than 60 days in advance and no later than 48 hours prior to the date of which annual leave is desired. Requests will be approved or denied within 3 working days from the date of request and handed to the carrier in person. Any request not responded to in 3 days will be considered approved.

Full or canceled weeks of vacation shall be posted to bid by seniority provided the cancellation is received in writing by the supervisor no later than two weeks prior to the scheduled leave, The leave shall be posted for seven days. Bids will be placed by submitting a PS Form 3971 in duplicate. The 3971 's will be held until the end of the seven-day period, and shall be awarded to the senior bidder. If there are no bids, the leave shall be granted on a first come- first serve basis.

## **Item 13 - The method of selecting employees to work on a Holiday The following will be used for Holiday scheduling:**

.A. All casuals and part time flexible employees to the extent possible, even if payment of overtime is required.

.B. All full time regular employees who possess the necessary skills and have volunteered to work on the Holiday or their designated Holiday, by seniority .

.C. Transitional employees to the extent possible will be scheduled for work on a Holiday or designated Holiday after full time volunteers are scheduled to work on their Holiday or designated Holiday.

.D. Full time regular volunteer employees whose scheduled non-work day falls on a Holiday and possess the necessary skills, even though the payment of overtime is required.

E. Full time regular non-volunteer employees whose schedule non-work day falls on the Holiday and who possess the necessary skills , even though the payment of overtime is required, by juniority.

F. Full time regular employees who have not volunteered to work their Holiday, by juniority.

**Item 14 – Whether “overtime desired” list in Article 8 shall be by section and/or tour**

Overtime desired lists for bargaining unit employees will be administered by section. Section is defined as the installation (Martinsville Post Office).

**Item 15 –The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments.**

The postmaster, or designee, shall show the greatest consideration for full-time regular or part-time flexible employees requiring light duty or other assignments, giving each request careful attention, and reassigning such employees to the extent possible in the employees office. When a request is denied, the postmaster, or designee, shall notify the concerned employee in writing, stating the reason(s) for the inability to reassign the employee. The Postmaster/Designee will notify the NALC Branch 828 President/Designee of the action regarding each request.

**Item 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.**

Once a light duty request is submitted, the Installation Head/Designee will review the carrier operation, including but not limited to, part-time hours, available vacant positions, and adjustment to employee's assignment, to determine whether light duty is available within the employee's restrictions. Management will notify the NALC Branch 828 President/Designee of all craft employees requesting light duty assignments

**Item 17 -The identification of assignments that are to be considered Light Duty assignments within each craft represented in the office**

The following assignments may be considered as possible Light Duty work within the carrier craft:

1. Casing city routes.
2. Re-labeling carrier cases
3. Updating carrier route books.
4. Performing collection duties.
5. Updating edit books.
6. Delivery of mail

**Item 18 -The identification of assignments comprising a section, when it is proposed to reassign within an installation the employees excess to the needs of a section.**

For purposes of applying Article 12 of the National Agreement, the entire installation (Martinsville Post Office) shall be considered a section.

**Item 19 -Assignment of employee parking spaces**

*No language currently negotiated.*

**Item 20 -The determination as to whether annual leave to attend union activities requested prior to determination of the choice vacation schedule to be part of the choice vacation plan.**

Annual leave to attend union activities requested prior to the determination of the choice period will not be a part of the total choice vacation period, except as provided in Item 8.

## Item 22

### 1. Scope and method of posting and bidding

.A. Notice inviting bids for letter carrier craft assignments and to such other assignments to which a letter carrier craft is entitled to bid shall be posted for five(S) working days or less if bid by senior carrier. Copies of the notice shall be given to the local union. It shall be the duty of the supervisor in charge to notify by telephone or by mail any employee who is not scheduled for duty during the period of posting of any assignments-

.B. Letter carriers will sign off by a YES or a NO if he or she wants to bid for the new vacancy on the posted Route Vacancy Form provided by management.

.C. At each work location, management shall post all temporarily vacant full-time craft duty assignments of anticipated duration of five(S) days or more, provided a leave slip has been submitted to the supervisor no later than 2 weeks prior to the first day of scheduled leave.

2. Posting of all assignments of carriers junior to carrier whose assignment has been abolished 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 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 duty assignments(s)

was abolished shall be posted for bid in accordance with the posting procedures in this Article. (41.30) 3. Temporary assignment change for T-6 assignments

A. A full-time regular carrier called into work on a non-scheduled day must be given his/her full-time duty assignment even though the assignment is usually worked by a T-6 or utility carrier on the full-time regulars carrier's non-scheduled day.

B. The utility carrier shall be reassigned to a route in his/her swing, even if it requires bumping a part-time flexible off the temporarily vacant full-time craft duty assignment.

This **MEMORANDUM OF UNDERSTANDING** is entered into between representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers, pursuant to the local implementation provisions of the 2001 - 2006 National Agreement.

This memorandum constitutes the entire agreement on matters relating to local conditions of employment.

Authorized Postal Service Representative

Date 10-24-02

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Terri Muir, Postmaster, Martinsville Post Office

Authorized NALC Representative

Date 10-24-02

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Jeffery S. Fultz, President, NALC Branch 828