

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POST OFFICE

ARAB, ALABAMA

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS

AFL-CIO BRANCH 462

Item 1 - Wash up time: Letter carriers shall be granted such time as is reasonable and necessary for washing up after performing dirty work and incident to personal needs.

Item 2 - Off Days: All regular letter carriers will be on a rotating off day schedule.

Note: The rotating off day schedules shall begin November 4, 2000. Letter Carriers will choose their off day color by seniority.

The Senior Regular Letter Carrier in Arab shall have a Blue off day color.

The Junior Regular Letter Carrier in Arab shall have a Black off day color.

Off day colors for future full-time routes shall be determined by Management.

Item 3 - Curtailment of Postal Operations: It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the Postmaster or his/her designee to reduce the level of service. In cases of such emergency conditions, the Postmaster or his/her designee will, prior to making a decision to reduce level of service, take into consideration obvious factors.

Item 4 - Installation heads and supervisors are responsible for scheduling and granting leave on an equitable basis. Care shall be exercised to ensure that no carrier is required to forfeit any part of his/her annual leave.

Each carrier shall be responsible for planning his/her vacation period in accordance with his/her personal desire.

A. Letter Carriers including CCA's will select choice vacation periods from December 1st through December 31st of each year. Carriers will select based on their seniority, and will have three (3) work days each in which to select their prime choice vacation selection periods.

B. The percentage of city letter carriers that shall be granted annual leave during the choice vacation period will be the same for non-choice annual leave requests (Incidental Annual Leave) as for prime choice vacation selections. However, there will be no pyramiding of the total percentage of city letter carriers that must be granted annual leave at any time during the choice vacation period. No requests for non-choice annual leave (Incidental Annual Leave) can be submitted, accepted, or acted upon until after the determination of the prime choice vacation selections for the choice vacation period.

Leave for Union Business, Court Leave, Military Leave, extended sick leave (sick leave in excess of three (3) consecutive work days), and FMLA leave will count toward the percentage of city letter carriers allowed off for non-choice annual leave (Incidental Annual Leave) during the choice vacation period. However, all advance commitments will be honored except in extreme emergency situations.

C. The parties agree that Annual Leave Cancellation Provisions shall be in accordance with Items 7, 9, and 12. PTF or CCA Letter Carriers who submit Annual Leave Requests will be required to use four (4) hours of Annual Leave per day or the number of hours they would be scheduled to work, whichever is less.

- Item 5** - The choice vacation period will be from January 1st through November 30th of each year.
- Item 6** - A letter carrier's vacation will begin on Monday and continue through Saturday. Exceptions shall be granted upon request by a Letter Carrier.
- Item 7** - Letter Carriers entitled to 13 days leave may select up to ten (10) days continuous vacation on first choice. Those entitled to 20-26 days may select up to fifteen (15) days continuous vacation on first choice. After all Letter Carriers have made a choice, they will have an opportunity to make a second choice, provided the total number of days does not exceed the ten (10) or fifteen (15) days allowed in Article 10. Section 3.D of the National Agreement.
- Letter Carriers may use additional Incidental Annual Leave in conjunction with their prime choice vacation selection(s) in accordance with Item 12.
- Prime choice vacation selections that are approved may not be partially cancelled less than sixty (60) days before the first date of the requested prime choice vacation selection.
- Item 8** - Jury duty will not be charged as choice vacation. However, it will be counted in the percentage granted Incidental Annual Leave. If a carrier is called to jury duty during his/her selected choice vacation period, he/she will be allowed another prime choice selection, provided it does not deprive another letter carrier of his/her first or second prime choice vacation selection.

Item 9 - At least fourteen (14) percent or a minimum of one (1) of the City Letter Carriers (including City Carrier Assistants in the Arab, Alabama Post Office shall be granted Prime Choice vacation annual leave at any given time during the choice vacation period, if requested in accordance with Item 4. In all other incidents where fourteen (14) percent does not result in a whole number, and the fractional result is .49 or lower, the last whole number will be considered as the correct figure. If the fractional result is .50 or higher, the next whole number will be considered the correct figure. EXAMPLE: 1.49 = 1, and 1.50 = 2. All advanced commitments will be honored except in extreme emergency situations.

Prime choice vacation selections that are approved may not be partially cancelled less than sixty (60) days before the first date of the requested prime choice vacation selection.

Item 10 - The approved vacation list will be posted on bulletin board five (5) working days after the choice vacation selection period closes. Following final selection of their choice vacation period(s), each Letter Carrier will submit a completed PS Form 3971 in duplicate. A copy, signed by the supervisor, shall be returned to each letter carrier within five (5) days.

Item 11 - By November 15th of each year, a notice will be posted on bulletin board to notify employees of the beginning date of the new leave year.

Item 12 - At least fourteen (14) percent or a minimum of one (1) of the City Letter Carriers including City Carrier Assistants assigned to the Arab, Alabama Post Office shall be granted Incidental Annual Leave at any time during the choice vacation period, if requested. However, there will be no pyramiding of the percentage between Item 9 and Item 12. This fourteen (14) percent will include Leave for Union Business, Court Leave, Military Leave, extended sick leave (sick leave in excess of three (3) consecutive workdays), and FMLA. In all instances where the fourteen (14) percent does not result in a whole number, and the fractional result is .49 or lower, the last whole number will be considered as the correct figure. If the fractional result is .50 or higher, the next whole number will be considered the correct figure.
EXAMPLE: 1.49 = 1 and 1.50 = 2. City Letter Carriers requesting Incidental Annual Leave must submit PS Form 3971 at least 96 hours in advance. Management will indicate on PS Form 3971 the date and time it was submitted. Management will reply or inform the employee as to whether the request for annual leave is approved or disapproved within 72 hours following submission of PS Form 3971. If no action is taken by management within the 72 hours following submission of PS Form 3971, the leave request is automatically approved. Annual leave requested in this manner will be granted on a first-come, first-served basis.

Item 13 - The method of selecting employees to work on a holiday or designated holiday.

Management shall determine the number and category of employees needed for holiday work and for days designated as holiday, and shall schedule employees by the following priorities:

- A. Part-Time Flexibles.
- B. Full-time volunteers on holiday or designated holiday (holiday pay) by seniority. (A notice calling for volunteers will be posted five (5) days prior to the Tuesday preceding the service week in which the holiday falls).
- C. City Carrier Assistants.
- D. Full-Time Volunteers on non-scheduled day (OT pay) by seniority. (A notice calling for volunteers will be posted five (5) days prior to the Tuesday preceding the service week in which the holiday falls).
- E. Mandatory Overtime, employees on non-scheduled day, with inverse seniority.
- F. Mandatory Holiday, employees on holiday or designated holiday, with inverse seniority.

Item 14 - Overtime Desired List: The Overtime Desired List will be posted Quarterly by section at the Arab, Alabama Post Office.

Items 15-17 - Article 13 - Light Duty

Light duty request will be handled in accordance with Article 13 of the National Agreement.

Item 18 – All Arab, Alabama city letter carriers' assignments are identified as comprising a section for reassignment within the installation of Arab, Alabama.

Article 20 – Parking

Item 19 - The Arab, Alabama Post Office will continue to furnish free parking for all Letter Carriers in the Arab, Alabama Post Office. Parking will be on a first-come first-served basis, in the designated area for craft employees.

Item 20 - Leave requested prior to determination of the choice vacation schedule for Union activities will not be designated as choice period leave. At least one (1) city letter carrier will be granted leave for this purpose. Leave taken for this purpose will count toward the quota of city letter carriers allowed off on Annual Leave in both Items 9 and 12.

Article 12 - Posting

Item 21 and 22

1. Bidding for vacant assignments in the craft will be restricted to letter carriers of the Arab, Alabama Post Office with seniority being the determining factor.
2. In instances where more than one assignment is posted, a letter carrier may bid on as many assignments as are posted, stating his/her preference in the following manner: 1st choice, 2nd choice, etc.
3. Letter carriers applying for an assignment shall submit a bid in accordance with the provisions as outlined in the National Agreement.
4. The successful bidder shall be placed in the new assignment within fifteen (15) days of the closing date of the bid. For those routes bid in December, the successful bidder shall be placed in the new assignment within seven (7) working days in January.
5. Two copies of the posting will be sent to the President of NALC Branch 462.
6. 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 adjustment, 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 Article. The posting for bid of routes and full-time duty assignments in the circumstances described immediately above shall be restricted to the affected delivery unit. This shall be an exception to the procedures for posting duty assignments provided in Article 41 of the National Agreement and in this Local Memorandum of Understanding. Branch 462 reserves the right to delete the application of this provision in selected delivery units.

7. Opting:

A. Management at Arab, Alabama Post Office shall inquire as to preference of each employee, and award the assignment to the senior employee who indicates a preference for all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more.

B. Full-time reserve, unassigned regular, part-time flexible letter carriers and City Carrier Assistants may indicate their preference for such assignments until on the Tuesday before an assignment commences.

C. Before the assignment commences, the senior carrier having indicated his/her preference shall be notified that he/she is awarded the assignment.

D. A letter carrier who, pursuant to subsections A-C above, has selected a craft duty assignment by exercise of seniority shall work the duty assignment for its duration.

Joint Labor/Management Committee Meeting

1. The parties to this agreement will meet within the last two (2) weeks of each postal quarter in a joint meeting at each delivery unit. The meeting will convene at a mutually agreed upon time, with anticipated duration of 1 hour.

2. Agenda: Agenda items will be sent to Installation Head and NALC Branch 462 President for review four (4) days prior to scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties. Any agenda items that involve policy must be concurred with the Installation Head and NALC Branch 462 President prior to implementation.

3. Special Meetings: During the time between regular quarterly meetings, when matters arise, a meeting will be arranged between management and the union within two (2) working days or as soon as possible. These special meetings will not exceed one meeting each month.

4. Management will furnish copies of disposition of agenda items to the union party head within three (3) working days, except in emergency situations.

5. The union will be allowed one representative as an observer (designated by the president, Branch 462) at Arab off the clock.

Article 17 -Representation

No union representative shall be unreasonably denied access to the workroom floor for the purpose of performing his/her duties as a steward after informing the supervisor.

The following procedures will be used when an employee requests to see his/her Shop Steward.

Employee will make request to see his/her Shop Steward during normal tour of duty.

Employee will inform his/her supervisor of the nature of the request for union time.

Supervisor will determine if requesting employee may see Shop Steward at time of request, and if schedule permits, grant reasonable amount of time.

If there is no Shop Steward available in Arab, the requesting Letter Carrier shall be allowed to call the Union Hall in Huntsville, Alabama, in order to leave a message at no cost to the Postal Service.

If request for union time cannot be granted at time of request, it will be the Supervisor's and the Shop Steward's responsibility to coordinate the time and date steward time will be granted. (Terms such as – you can see your steward later, see your steward tomorrow, or maybe later today are inappropriate).

Article 26 - Uniforms

Letter Carriers, while on duty, shall be attired the official uniform as designated by the U.S. Postal Service.

Seasonal changes of uniforms shall be guided by postal policy, but subject to change based on local climatic conditions of the area.

Individual situations will be reviewed by the representatives of the U.S. Postal Service and the Union.

In the absence of agreement based on reasonable consideration by the parties, the matter may be subject to the grievance procedure.

Article 14 – Safety and Health

1. Carriers shall not be required to drive an unsafe vehicle.
2. Management shall conduct safety meetings for all letter carriers once each week.
3. All operational facilities and equipment used by letter carriers shall be maintained in a clean and operational condition.
4. A letter carrier's safety should always be of prime concern. He/she shall not be required to enter any unsafe area which might result in bodily harm.