

**LOCAL MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**UNITED STATES POST OFFICE**

**ATHENS, ALABAMA**

**AND**

**NATIONAL ASSOCIATION OF LETTER CARRIERS**

**AFL-CIO BRANCH 462**

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on May 27, 2021 at Athens, Alabama between the representatives of the United States Postal Service and the designated agent of NALC Branch 462, pursuant to the Local Implementation Provisions of the 2019 National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight May 20, 2023, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.

*Tammy McClanahan* 5-27-21  
\_\_\_\_\_  
Tammy McClanahan Date  
Postmaster (OIC)  
Athens, Alabama

*Michael Shewbart* 5/27/21  
\_\_\_\_\_  
Michael Shewbart Date  
President  
NALC, 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.

**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 will, prior to making a decision to reduce level of service, take into consideration such factors as.

A. The degree of emergency as stated by and acted upon by responsible government authorities.

B. The requirements and reactions of its customers to the emergency.

C. The accessibility of postal operations and its customers to employer and employee, and the safety and health of its employees.

D. The Postmaster or his/her designee will notify the Union of his/her decision and plan of implementation prior to taking action to reduce the level of service.

**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 including CCA's 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 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 choice vacation selections for the choice vacation period. Only Military Leave in excess of four (4) days will count toward the percentage of city letter carriers allowed off for prime choice vacation selections during the choice vacation period. Military leave up to 30 days, and FMLA leave up to 45 days will count toward the percentage of city letter carriers allowed off for non-choice annual leave during the choice vacation period. After 30 days the military leave is not included in the fourteen (14) percent granted annual leave at any given time. After 45 days FMLA Leave is not included in the fourteen (14) percent granted annual leave at any given time. However, all advance commitments will be honored except in extreme emergency situations.

At least eight (8) percent of the city letter work force including CCA's assigned to the Athens Post Office shall be granted annual leave during the following choice period(s) of each year January 1st through January 9th of each year and December 16th through December 31st. This eight (8) percent will only apply to the period(s) of January 1st through January 9th of each year and December 16th through December 31st of each year. (At least fourteen (14) percent of the city letter carrier work force, including City Carrier Assistants, assigned to the Athens Post Office shall be granted annual leave during the choice period of January 10th through December 15th of each year). The same rounding rule outlined in Item 9 will apply to this provision. Military leave up to 30 days, and FMLA leave up to 45 days will count toward the percentage of city letter carriers allowed off for the choice vacation period of each year January 1st through January 9th of each year and December 16th and December 31st. After 30 days the military leave is not included in the fourteen (14) percent granted annual leave at any given time. After 45 days FMLA Leave is not included in the fourteen (14) percent granted annual leave at any given time. However, all advance commitments will be honored except in extreme emergency situations.

**Item 5 -** The choice vacation period will be from January 1st through December 31st of each year.

**Item 6 -** A letter carrier's vacation will begin on Monday and continue through Sunday. Exceptions may be granted by agreement among the employee, the Union representative, and the Employer.

**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.

**Item 8 -** Jury duty will not be considered as part of the quota of city letter carriers allowed off during the choice vacation period. If a city letter carrier is called to jury duty during his/her approved choice vacation, he/she will be allowed another choice selection, provided it does not deprive another carrier of his/her choice vacation periods.

Attendance at Union conventions shall not be charged as a choice vacation selection provided PS Form 3971 is submitted prior to the choice vacation selection period. Sufficient slots for eligible delegates shall be withheld for the appropriate days or weeks. At least two (2) city letter carriers will be granted leave for this purpose, and it will count toward the quota of carriers allowed off during the choice vacation period.

**Item 9 -** At least fourteen (14) percent of the city letter carrier work force including CCA's assigned to the Athens, Alabama Post Office shall be granted annual leave at any time requested during the choice vacation period of January 10th through December 15th, if requested. This fourteen (14) percent will include Military Leave in excess of four (4) days for first and second round choice vacation selections. In all incidents 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. All advanced commitments will be honored except in extreme emergency situations.

**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 1st of each year, a notice will be posted on bulletin boards to notify employees of the beginning date of the new leave year.

**Item 12** - At least fourteen (14) percent of the City Letter Carrier work force, including City Carrier Assistants, assigned to the Athens, Alabama Post Office shall be granted Incidental Annual Leave at any time during the choice vacation period of January 10th through December 15th, if requested. However, there will be no pyramiding of the percentage between Item 9 and Item 12. Military leave up to 30 days, and FMLA leave up to 45 days will count toward the percentage of city letter carriers granted Incidental Annual Leave during the choice vacation period of January 10th and December 15th. After 30 days, the military leave is not included in the fourteen (14) percent granted Incidental Annual Leave during the choice vacation period of January 10th through December 15th. After 45 days, FMLA leave is not included in the fourteen (14) percent granted Incidental Annual Leave during the choice vacation period of January 10th through December 15th. 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 72 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 48 hours following submission of PS Form 3971. If no action is taken by management within the 48 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. Annual Leave requests of fifteen (15) hours or less cannot be submitted more than ninety (90) days prior to the date of the requested leave.

**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 a holiday, and shall schedule employees by the following priorities:

- A. 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).
- B. Part-Time Flexibles.
- 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 by section at the Athens, Alabama Post Office.

**Items 15-17 -**

#### **Article 13 - Light Duty**

Light duty will be provided to city letter carriers to the extent possible within the limitations provided by the letter carriers physician. Light duty assignments within the city letter carrier craft consist of, but are not limited to, casing mail, (own route on regular scheduled days, auxiliary route if letter carrier involved can demonstrate that he/she is proficient at casing on auxiliary route), class carrier case label work on own route, lining out and entering change of address information on PS Form 3982 for all routes, except the route(s) where the letter carrier assigned to the route(s) can perform these tasks in his/her eight (8) hour tour, on the day involved.

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

#### **Article 20 – Parking**

**Item 19** - The Athens, Alabama Post Office will continue to furnish free parking for all Letter Carriers in the Athens, 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 two (2) 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.

## Article 12 - Posting

### Item 21 and 22

1. Bidding for vacant assignments in the craft will be restricted to letter carriers of the Athens, Alabama Post Office with seniority being the determining factor.
  2. In instances where several assignments are 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, 3rd 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 Athens, Alabama Post Office shall post 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.** The above shall not apply where assignments become available upon less than seventy-two (72) hours notice. In such circumstances, management shall inquire as to the preference of each employee, and award the assignment to the senior employee who indicates a preference.

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