

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POST OFFICE

Huntsville, Alabama

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS

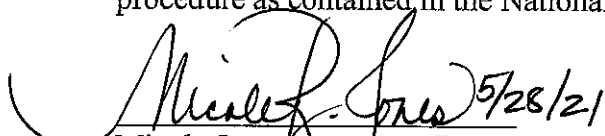
AFL-CIO BRANCH 462

MEMORANDUM OF UNDERSTANDING


This Memorandum of Understanding is entered into on May 28, 2021 at Huntsville, 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.



Date 5/28/21
Nicole Jones
Postmaster (OIC)
Huntsville, Alabama



Date 5/28/21
Michael Shewbart
President
NALC, Branch 462

Item 1 - Wash up time: Article 8, Section 9 provides reasonable wash-up time for a Letter Carrier who performs dirty work. It is acknowledged by the parties that all City Letter Carriers at the Huntsville Installation Post Offices perform dirty work in the office and on the street. Therefore, any City Letter Carrier, on an individual basis, shall be granted such time as is reasonable and necessary for washing-up after performing dirty work and incident to personal needs as currently established.

Item 2 - Off Days: All regular letter carriers will be on a rotating off day schedule, except those in an established position with fixed off days. Those established positions with fixed off days shall continue with a Monday through Friday work week.

Station Manager shall consult with Union Designee upon determining off day rotations for any future full time route(s)/assignments and changes to any current full-time route(s)/assignment's off day schedule. Management shall reserve all rights granted under Article 3 of the National Agreement

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 such factors as:

1. The degree of emergency as stated by and acted upon by responsible government authorities.
2. Public notice of occurrences such as road closings, being advised by the media not to venture out unless it is an emergency.
3. Reaction from customers to the emergency shall be given consideration prior to making any decision.
3. The accessibility of postal operations and its customers to employer and employee, and the safety and health of its employees.
4. The Postmaster or his/her designee shall notify the Branch President 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/CCA's will select prime choice vacation periods from December 1st through December 31st each year for the following calendar year. Letter Carriers/CCA's will select based on their seniority/relative standing and will have three (3) working days in which to select their prime choice vacation period(s).
- B. Any carrier reassigned to another station for any reason will be permitted to carry his/her approved annual leave with him/her to the new station.
- C. Sick leave balance shall not be the determining factor in placing employees on a restricted sick leave list.
- D. Carriers wishing to cancel previously approved periods of choice vacation leave selected between December 1-31 (in accordance with Item 7) must submit notice of cancellation in writing to his/her immediate supervisor at least seven (7) calendar days prior to the period he/she wishes to decline. The cancelled period shall be awarded to the first alternate. If there are no alternates, the available leave shall be awarded on a "first-come, first served basis", with seniority being the determining factor.
- E. Annual leave requests for prime choice, non-prime choice, and other incidental annual leave that is submitted for period(s) of time that have the full quota of carriers granted leave shall be retained as Alternate 1, Alternate 2, Alternate 3, etc.
- F. Carriers wishing to cancel previously approved periods of non-choice or incidental leave must submit notice of cancellation in writing to his/her immediate supervisor at least seven (7) calendar days prior to the period he/she wishes to decline. The cancelled period shall be awarded to the first Alternate. If there are no Alternates, the available leave shall be awarded on a "first come, first served basis", with seniority being the determining factor.

G. The minimum amount of incidental annual leave to be taken by Letter Carriers/CCAs is one (1) hour.

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

Item 6 - A career City Letter Carrier's choice vacation will begin on Monday and continue through Saturday (if a holiday falls on Monday, Tuesday becomes the start of the choice vacation).

A City Carrier Assistant's (CCA) choice vacation will begin on Monday and continue through Sunday (if a holiday falls on Monday, Tuesday becomes the start of the choice vacation).

At Management's discretion and upon request by the City Letter Carrier/CCA, the beginning day of a carrier's choice vacation may start on a different day other than Monday.

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.

After completion of first and second prime choice selection by City Letter Carriers, City Carrier Assistants, at their option, may make a one week selection by relative standing. Provided the CCA has sufficient leave at the time leave is to be taken.

Item 8 - Jury duty will not be charged as choice vacation. If a carrier is called to jury duty during his/her selected choice vacation period, he/she will be allowed another choice selection, provided it does not deprive another letter carrier of his/her first choice.

Item 9 - At least fourteen (14) percent of the Letter Carrier force (including City Carrier Assistants at each delivery unit shall be granted annual leave during the choice vacation period at any given time, if requested. In those instances where computing 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.

Item 10 - The approved vacation list will be posted on bulletin board within five (5) working days after 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, will be returned to each carrier within five (5) working days of submission.

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 Letter Carrier force (including City Carrier Assistants at each delivery unit shall be granted Incidental annual leave during the choice vacation period at any given time, if requested. However, there shall be no pyramiding of the percentage between Item 9 and Item 12 (except where leave is requested in accordance with Item 20), 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. LWOP taken for Union Business by the President of NALC Branch 462 shall be included in the fourteen (14) percent total at the station he/she holds their bid assignment. The inclusion of this LWOP in the 14% leave total only applies to request for Incidental Annual Leave by the president of NALC Branch 462.

Carriers requesting annual leave other than their first and second round prime choice vacation periods, must submit PS Form 3971 at least 72 hours in advance. The Station Supervisors will indicate on the PS Form 3971 the date and time it was submitted. Management will reply within two (2) workdays following the submission of the PS Form 3971. If no action is taken by management within two (2) workdays, the leave request is approved. Leave requested in this manner shall 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 individual employee's holiday(s) 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 Wednesday preceding the service week in which the holiday falls).
- B. Part-time flexible Employees.
- 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 Wednesday preceding the service week in which the holiday falls). Carriers on the regular Overtime Desired List will be given priority.
- 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:** A section shall be identified at each individual station and the Overtime Desired list will be maintained by station.

If a Letter Carrier on the Overtime Desired List transfers to another station during the quarter, the carrier will be allowed to place his/her name on the same Overtime Desired List at the gaining station. The hours worked by a carrier who transfers during the quarter will not be counted at either the losing or the gaining station for equability for that quarter.

In order to ensure equitable opportunities for overtime, overtime hours worked and only opportunities offered shall be updated by supervisors daily and posted on the bulletin board each week. A chart listing employees will be maintained at each station. Management will make reasonable effort to contact carriers on ODL.

Overtime hours offered and excused will be circled on the chart.

The wishes of a Non-ODL Letter Carrier will be considered when excess of eight (8) hours per day is required on the carrier's own route on one of his/her regularly scheduled days as long as provisions of Article 8 are followed.

Items 15-17 -

Article 13 - Light Duty

A. It is agreed by and between the U.S. Postal Service, Huntsville Installation and Branch 462, NALC, that the following terms and conditions represent the basic understanding of the parties as to assignments of ill or injured employees to light duty assignments for the period of this Agreement.

B. Light duty requests will be submitted in writing to the installation head with medical documentation included. Light duty requests shall be acted upon in a timely fashion (within five (5) working days). Light duty shall be provided to city letter carriers to the extent possible, within the limitations provided by the carrier's physician. The Postmaster or his/her designee shall notify the President of NALC Branch 462 in writing of any and all light duty requests and the disposition of said request the same day the decision is made. In the event a Light Duty Request is disapproved, the reason for disapproval shall be stated in the written notification to both the employee and the President of Branch 462.

C. Sick leave balance will not be a factor in granting light duty.

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

Item 18 - It is agreed that the Huntsville, AL Post Office and its stations and branches shall be known as an installation. It is further agreed that each of the following shall be considered a separate section for reassignment purposes:

1. Downtown Station
2. Haysland Station
3. Mastin Lake Station
4. West Station
5. Wynn Drive Station
6. Any new or renamed Station

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

Item 20 - Leave granted to a Letter Carrier for the purpose of attending a National, State or Local Conventions/Meetings shall be charged to the percentage granted annual leave during the choice vacation period. Dates of these conventions shall be blocked (to the extent possible) from the leave calendar. However, all delegates shall be granted leave to attend said Conventions/Meetings regardless of the language in Items 9 and 12. Should the number of delegates scheduled to attend said Conventions/Meetings fall below the allowable leave percentage, the calendar will re-open for incidental leave requests.

Item 21 - **Article 7 - Employee Classification**

Branch 462 shall be notified immediately of the assignment of carriers by management when:

- A. A carrier is assigned to another craft for a duration of five (5) consecutive working days or more.
- B. When a new tour is established combining carrier craft work with another craft.
- C. When there is a change in the carrier complement including CCA's.

Article 14 - Safety and Health

1. Management at the Vehicle Maintenance Facility shall ensure that grease, oil, and dirt will be wiped from steering wheels, seat belts, etc., before vehicles are returned to service from the facility.
2. Carriers shall not be required to drive an unsafe vehicle.
3. Management shall conduct safety meetings for all Letter Carriers once each week.
4. All operational facilities and equipment used by Letter Carriers shall be maintained in a clean and operational condition.
5. A Letter Carrier's safety shall always be of prime concern. He/she shall not be required to enter any unsafe area which might result in bodily harm.
6. A Letter Carrier shall not be required to cross lawns when there is a customer complaint or where a safety hazard exists.

Joint Labor/Management Safety and Health Committee

A Joint Labor/Management Safety and Health Committee shall be established as provided for in Article 14 of the National Agreement.

The president or his/her designee shall serve as a committee member.

Meetings

Quarterly meetings will be held at such time as designated by the chairman upon mutual agreement by all parties concerned.

If the need arises at any quarterly meeting by a vote of the majority, another meeting will be called within one month from that date.

Article 16 - Discipline Procedure

Upon receipt of a customer complaint against a carrier, his/her immediate supervisor shall discuss the matter with the carrier. The purpose is to determine whether a justifiable complaint exists and to correct the cause if it is found to be valid. No disciplinary action shall be taken against an employee on unsupported complaints or evidence.

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.

Letter Carriers serving on committees affecting the Letter Carrier craft shall be designated by the designated agent of the National Association of Letter Carriers at the local level. Said committee meetings shall be held during normal work hours.

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, if schedule permits grant reasonable amount of time.

If request for union time cannot be granted at time of request, it will be the supervisor's responsibility to schedule 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).

If the shop steward must leave his/her work area, the appropriate sections of Article 15 of the National Agreement will be used.

Article 26 - Uniforms

Letter Carriers, while on duty, shall wear 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 as agreed to by representatives of the U.S. Postal Service and the Union.

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.

Joint Labor/Management Committee Meeting

1. The parties to this agreement will meet within the last two (2) weeks of each calendar quarter in a joint meeting at each delivery unit. The meeting will convene at a mutually agreed upon time, with anticipated duration of 1.5 hours.
2. Agenda: Agenda items will be sent to the Postmaster 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 by the Postmaster 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 (designated by the Branch 462 President) at each delivery unit on the clock. The union will also be allowed two (2) observers off the clock. Management is obligated to grant leave for this purpose. Any issues which cannot be satisfactorily resolved at the station level will be forwarded within five (5) days for resolution by the NALC Branch 462 President or his/her designee, and the Postmaster or his/her designee.

Item 22 -

POSTING/BIDDING

1. Bidding for vacant assignments in the craft will be restricted to Letter Carriers in the Huntsville, AL 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 order: 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) calendar 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 (2) copies of each posting will be sent to the President of Branch 462.
6. In January, May, and September of each year, a carrier roster by seniority will be posted at each carrier station or branch.
7. When a Letter Carrier route or full-time duty assignment other than the letter carrier route(s) or full-time assignment(s) of the junior employee(s) is abolished at a delivery unit as a result of, but not limited to, route adjustment, 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 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.

8.
 - a. At each work location, management 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, and part-time flexible, and city carrier assistants (provided they have met the requirements of the National Agreement) may indicate their preference for such assignments until on the Wednesday before the 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 that duty assignment for its duration.
9. All vacant assignments in the Huntsville Installation will be posted the first Tuesday of each month. The parties understand that technical difficulties may arise from time to time that may prevent this, of which, each instance will be handled on a case by case basis. Management will notify the union of such difficulty as soon as they are made aware of the issue.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding concerns the intent of the parties as it relates to the "pecking order" of scheduling for Mandatory Holiday Work when a Letter Carrier has approved Annual Leave in conjunction with a Holiday or Designated Holiday in the Huntsville, AL Installation.

This Memorandum of Understanding covers all City Delivery Letter Carriers assigned to the Huntsville, AL Installation, and shall be enforceable from this day forward.

Any Letter Carrier that has a minimum of 32 hours of approved Annual Leave immediately preceding, following, or a combination thereof a Holiday or Designated Holiday shall be "passed over" and therefore not be scheduled for Mandatory Holiday Work.


The Holiday scheduling "pecking order" as listed in Item 13 of the Huntsville, AL Local Memorandum of Understanding shall be followed in any and all other circumstances.

Once a Letter Carrier has been "passed over" and not scheduled for Mandatory Holiday Work, he/she must use a minimum of 32 hours of Annual Leave immediately preceding, following, or a combination thereof the Holiday or Designated Holiday they have been excused from working.

It is mutually understood and agreed to by both parties that once a Letter Carrier has been excused for Mandatory Holiday Work pursuant to this Memorandum of Understanding, he/she has also forfeited his/her right to cancel any portion of the 32 hours of Annual Leave immediately preceding, following, or a combination thereof the Holiday or Designated Holiday he/she has been excused from working. There shall be no exceptions made for any reason whatsoever from this day forward.

 (Date) 12/19/01

Philip Clark
Postmaster
Huntsville, AL

 (Date) 12/19/01

Lew Drass
President
NALC Branch 462

