

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POST OFFICE

MADISON, 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 Madison, 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.

Hawkins
Trimeeka Hawkins
Postmaster (OIC)
Madison, Alabama

5/27/21
Date

Michael Shewbart
Michael Shewbart
President
NALC, Branch 462

5/27/21
Date

Item 1 - Wash up time: Letter carriers shall be granted such time as is reasonable and necessary for washing up after performing dirty work or 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 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, and reactions of its customers to the emergency shall be given the greatest consideration prior to making any decisions.

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 or his/her designee of his/her decision and plan of implementation immediately after taking action to reduce the level of service.

Article 10 - Leave

Item 4 - Installation heads and supervisors are responsible for scheduling and granting annual leave on an equitable basis. Care shall be exercised to assure 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.

Letter carriers will select choice vacation periods from December 15th through December 31st of each year. Carriers will select based on their seniority, and will submit PS Form 3971 in triplicate and hand to management. Management will sign, date and time stamp one copy at time of submission.

CCA's are included in prime choice vacation (planning and selection) and in all non-prime choice annual leave provisions and procedures during the choice vacation period.

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

Item 6 - A letter carriers vacation will begin either on Monday and continue through Sunday or Saturday and continue through Friday at the carriers option.

Items 7 - Letter carriers entitled to 13 days leave may select up to 10 days continuous vacation on first choice. Those entitled to 20-26 days may select up to 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 10 or 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 take a one week selection by Relative Standing.

Item 8 – Jury Duty will not be charged as choice vacation. If a 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.

Item 9 - At least fourteen (14) percent or a minimum of one of the career city letter carriers including CCA's in the Madison Post Office shall be granted annual leave at any given time during the choice vacation period, if requested. This fourteen (14) percent will include military leave up to 30 days. After 30 days, the military leave is not included in the fourteen (14) percent granted annual leave at any given time. In all other 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 11 – By November 1 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 or a minimum of one of the career city letter carriers including City Carrier Assistants, in the Madison Post Office shall be granted Incidental Annual Leave at any given 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 military leave up to 30 days. After 30 days, the military leave is not included in the fourteen (14) percent granted annual leave at any given time. In all other 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. City Letter Carriers requesting annual leave other than their first or second choice vacation periods (Incidental Annual Leave) must submit PS Form 3971 in triplicate at least 72 hours in advance. Management will sign, date, and time stamp one copy at time of submission.

Management will reply within 48 hours following submission of PS Form 3971. If no action is taken by management within 48 hours, the leave request is approved. All advanced commitments will be honored except in extreme emergency situations.

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

Management shall determine the number and category of employees needed for holiday work and for days designated as individual employee's 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 Wednesday 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 Wednesday 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 20 – Leave will be granted to a letter carrier for the purpose of attending a National and/or State Convention and will not be charged as a choice vacation selection, provided PS Form 3971 is submitted prior to the choice vacation selection period. Leave taken for this purpose will count toward the 14 percent minimum described in Item 9.

Article 12 – Posting

1. 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 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 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.

2. Opting
 - A. At each work location, management shall post all temporary 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 these assignments until on the Wednesday 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 that duty assignment for its duration.

Article 13 – Light Duty

Item 15 – 17

Light duty will be provided to city letter carriers to the extent possible within the limitations provided by the carriers' physician. Light duty assignments within the city letter carrier craft consist of, but not limited to, casing mail, updating 1621's, class case label duties, and other carrier office work.

Article 20 – Parking

Item 20 – The Madison, Alabama Post Office will continue to furnish free parking for all letter carriers in the Madison, Alabama Post Office. Parking will be on a first-come, first-served basis, in the designated area for craft employees.