

**LOCAL
MEMORANDUM
OF
UNDERSTANDING**

2016-2019 CONTRACT

**NATIONAL
ASSOCIATION
OF
LETTER CARRIERS**

ASHEVILLE BR. 248 N.C.

Effective on this date, July 20, 2018
the representatives of the United
States Postal Service and the
designated agent of the National
association of Letter Carriers Union,
mutually agree pursuant to the Local
Implementations Provisions of the
2016-2019 National Agreement, to
incorporate the arbitration language
from July 20, 2018 decision by Joseph
A. Demarco (Arbitrator) into current
LMU.

Postmaster

NALC

print ~~Margaret Ford~~

print James L. Robinson

sign Margaret Ford

sign [Signature]

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PREAMBLE

The agreements reached herein through negotiations between Management and Branch 248, NALC, are entered into to supplement the nationally negotiated Working Agreement and constitute a Memorandum of Understanding between the Asheville, North Carolina 28810 Post Office (called Employer) and the labor organization (called Union) on local personnel policies and practices and local working conditions.

ARTICLE I UNION RECOGNITION

This Memorandum of Understanding covers all employees of the Asheville, North Carolina Post Office in installations and facilities for which the National Association of Letter Carriers, AFL-CIO, has been recognized as the national exclusive bargaining representative at the local level.

ITEM 1 WASH-UP TIME

It is the position of the U.S. Postal Service that those employees in the letter carrier craft that perform dirty work or work with toxic materials should be granted such time as is reasonable and necessary for washing up. This includes the period of time prior to his/her lunch break. When requested by the employee and approved by the route examiner, reasonable and necessary time to wash up will not be deducted from street time during the week of inspection, except when the need was the result of an unusual situation.

ITEM 2 WORK SCHEDULES

All regular assignments shall be on a rotating days-off basis.

ITEM 3 CURTAILMENT OF OPERATIONS

The decision for the 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 a decision has been reached to curtail postal operations, to the greatest extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees. Depending upon the severity of the emergency situation and what is allowed by local authorities under such a situation, Postal Service telephone will be open for employees to call for information. Employees involved in actual emergency situations will take immediate action to protect themselves and the mails. Under such circumstances, management will be advised as soon as possible. Whenever possible, the installation head or his designee shall meet with the local union representative to discuss such factors as letter carriers being required to attempt delivery during periods of inclement weather of such severity that civil authorities (e.g., city mayors, state highway police authorities, or state highway administrative authorities) consider road travel hazardous and have advised the public (by radio, television, or other media) not to travel public streets or highways.

ITEMS 4, 5, 6, 7, 8, 9, 10, 11 LEAVE

- I. The installation head shall meet with the representatives of the NALC to review local service needs as soon after November 1 as practical. He shall then determine a final date for submission of applications for vacation period(s) of the employee's choice during the choice vacation period(s) as provided for in Article X, Section 3.D.1.2 & 3 of the National Agreement. Choice vacation shall be awarded in increments of days or period(s) as provided for in Article X, Section 3.D.1.2 & 3 of the National Agreement. Choice leave will be granted on a seniority basis by delivery zone.

II. For granting choice vacation as described above, the following shall apply:

The letter carrier vacation period will be from January 1 through November 30. At least 16% of the letter carriers (excluding casuals and TEs) in each post office will be granted annual leave at any given time, if requested as provided for in paragraph I above. This 16% includes military leave and union leave for conventions and conferences. There will be five (5) slots blocked for the state convention and three (3) slots for the national convention; the location of these slots will be supplied to management by the NALC prior to the beginning of the leave year.

III. As provided for in Article X, Section 3.D.4 of the National Agreement, a procedure in each office for submission of applications for annual leave for periods other than the choice period may be established by the local parties. If no agreement is reached, the following will apply:

A. At least 16% of the letter carriers in each station (excluding casuals and TEs) will be granted annual leave provided the following requirements are met:

1. Requests for incidental annual leave will be submitted on Form 3971, no later than 72 hours in advance of the leave desired. Approval or denial of requests for annual leave will be given no later than 48 hours following submission of the request with the understanding that if the requirements in paragraph 2.a below exceed the 16% approved incidental annual leave may be canceled. Leave not acted upon by management within the 48 hours following the submission of the request will be granted. The method of cancellation will be in inverse order of the method used to approve incidental annual leave. Nothing in this agreement shall prohibit management from granting annual leave in excess of the 16% where possible.

2. The 16% Will include:

a. The annual leave, military leave, convention leave and long-term sick leave (exceeding 21 days) or where it can be reasonably projected that employees who are on extended sick leave will not be available to work in the delivery unit where leave is requested (excluding casuals and TEs). Leave shall not be denied on the speculation that sick leave or other leave might be required. The sick leave exclusion shall not apply to employees compensation (OWCP) for more than 60 days.

b. In applying the 16% requirement, any fraction of .50 or more (rounding rule applies) will mean an additional employee. Any fraction of less than .50 will be discarded except that at least one letter carrier in the delivery unit will be granted leave where 10 or less employees are permanently assigned (excluding casuals).

3. NEW ARBITRATION LANGUAGE (CCA's)

- a. At least 16% of the regular letter carriers in each Post Office/Station will be granted annual leave during the choice period. Grace Station will be allowed four (4) annual leave slots during this period.
- b. CCA's will be entitled to submit requests for annual leave weeks after the regular carriers' requests have been processed.
- c. Management will ensure, to the extent possible, that CCA's are granted their annual leave requests, if available, during the choice vacation period.
- d. The approval of CCA leave requests will be contingent upon them having sufficient leave balance when the leave is taken.

IV. Requests for choice vacation submitted during the period for applying for choice vacation will be given priority over requests for unscheduled leave submitted for the same period if the combined requests exceed the 16% allowance.

BEGINNING OF LEAVE YEAR

When the Postal Bulletin is issued each year which contains the posting of the new leave year, the Notices shall be posted on delivery unit bulletin boards within one week.

LEAVE (BASIS FOR GRANTING)

The scheduling of annual leave shall be on a delivery zone basis.

The vacation period for letter carrier craft of the Asheville Installation will be the first full week in January through the last full week in November.

Incidental leave will be on a first-come, first-served basis with seniority being the tie breaker.

The spaces not taken by those attending the state and national conventions, up to maximum number of carriers allowed off at one time, may be signed for under the regular signing procedures.

LEAVE (SUBMISSION OF REQUESTS)

When applying for choice vacation leave, letter carriers will submit PS Form 3971 in duplicate. A signed copy of the 3971 shall be returned to the letter carrier indicating the reason for the approval or disapproval.

ISSUANCE OF OFFICIAL NOTICES OF APPROVED LEAVE

The officially signed vacation list will be published by management and posted at each unit. Also,

each carrier will be provided a copy of the sign-up sheet in order to provide each member of the letter carrier craft with official notification of the vacation schedule approved for him.

LEAVE (BEGINNING DAY)

For vacation purposes, it is agreed that each vacation sign-up period will be Sunday through Saturday. It is recognized that there are occasions when an employee desires the Saturday off preceding a week of annual leave. It is agreed that these desires will be granted when it is determined that such procedure will not work a hardship on other employees or be detrimental to service requirements, or will not result in the use of overtime.

Attendance at the National Convention shall be charged to the 16% allowed off during the choice vacation period. However, the selection of this week by an official delegate shall not count towards the delegate's selection(s) of Article XXX, Section 7.

Attendance at the State Convention will not be charged to the 16% allowed off during the choice vacation period unless there are over 4 delegates attending the State Convention in a leave status (annual leave or LWOP). Should there be over 4 delegates attending the State Convention, the selection of this time off will not count towards the delegate's allowable selection(s) of Article XXX, Section 7.

LEAVE (EXTENDED TIME)

Where an employee contemplates an extended trip or tour, the individual employee concerned will make special request to the installation head prior to November 15 and/or the beginning of the sign-up date for any annual leave year, in order that he may be granted an extended vacation period, provided this does not deprive any employee of his first choice.

LEAVE (204Bs)

Letter carriers serving on a 204B assignment at the time 3971's must be submitted for choice vacation, shall not count toward the 16%.

ITEM 12 CANCELLING LEAVE AND REQUESTING UNSCHEDULED LEAVE

Carriers may not swap annual leave except in bonafide emergencies subject to mutual approval of the Supervisor/Manager, Customer Services, and a designated Branch 248 representative. It is agreed that an employee of this organization may make request to cancel any leave previously scheduled by informing the Supervisor/Manager, Customer Services the Tuesday prior to his scheduled leave except in emergency situations. Any leave canceled forty-five (45) days in advance in increments of one week will be posted for a period of seven (7) calendar days subject to a detriment to the service determination. If posted, said leave will be awarded to the senior carrier requesting that leave in writing to the Supervisor/Manager, Customer Services.

ITEM 13 HOLIDAYS

The method of selecting carriers to work on a holiday, or day designated as holiday, will be to schedule in the following order, qualified employees:

1. Casuals, even if overtime is necessary.
2. Transitional employees.
3. Part-time flexible employees.

4. Regular carriers who have volunteered to work on their holiday or day designated as their holiday, by seniority.
5. Regular carriers who volunteer to work on their non-scheduled day, by seniority.
6. Regular carriers who did not volunteer to work on their non-scheduled day, by inverse seniority.
7. All other non-volunteer regular carriers, by inverse seniority.

If, after the posting period, a need develops for additional or replacement employees, employees shall be selected according to the same order as above.

Scheduling of the above may not be in conflict with Article 8 of the National Agreement.

ITEM 14 OVERTIME DESIRED LIST

Overtime desired lists will be by delivery zones.

ITEMS 15, 16

ASSIGNMENT OF ILL OR INJURED REGULAR AND SUBSTITUTE EMPLOYEES

The parties of this Agreement concur in the fact that it would be impractical and illogical to set forth herein specific "light duty assignment" for an installation the size of the Asheville Office. It is agreed that it will be more practical, as well as more fair to the employee concerned, to consider jointly (management- representatives of crafts concerned), each instance where a temporary or permanent reassignment is indicated for an employee. Through the joint exploration of the Union and Employer, every possible effort shall be made to provide suitable employment consistent with the employee's physical condition. A more equitable solution can be arrived at in favor of the individual concerned, as well as to continue the efficient operation of the office, if the decision for each case is made at the time it occurs.

Requests for return-to-work light duty assignment must be made in writing and accompanied by a doctor's recommendation to the Postmaster. This request must be approved by the Postmaster before the employee returns to duty.

ITEM 17 IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

It is agreed that light duty assignments within the stations and branches, for letter carriers, may include, but not be limited to:

1. Assisting routes by setting up mail and doing central delivery.
2. Re-labeling carrier cases and maintaining edit books.
3. Updating Form 3982.
4. Coverage of suitable collection routes and Express Mail delivery.
5. Labeling inside of apartment boxes.
6. Training new employees when, in fact, training done at the station level by a craft employee.
7. Combine part-time hours for an eight (8) hour day and forty (40) hour week when an if possible.

ITEM 20 LEAVE (UNION BUSINESS)

Duly elected officers for the organization, both state and local, shall be granted leave on an unscheduled basis to attend organization meetings, unless there is a situation which would be detrimental to the needs of the service. Requests to attend such meetings shall be submitted one (1) week in advance when at all possible, and under no circumstances, later than two (2) days prior to the leave date. The only exceptions to this shall be in situations of emergency.

ITEM 21 ABOLISHING ROUTES

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.

For purposes of posting abolished routes, a delivery unit in the Asheville Post Office will be defined as a particular delivery zone. Only those carriers assigned to a particular delivery zone will be eligible to bid on positions posted due to abolishment or changes which require re-posting. A position *will* be re-posted when there is at least a 50% change in the duties and responsibilities of that position, and the employees assigned to said position opt for re-posting.

UNIFORMS

It is agreed that due to the year-round weather conditions experienced in the area of this installation, there will be no specific date for the change from summer to winter-type uniforms, or winter to summer-type uniforms.

However, when an individual changes, he will wear the complete and proper uniform, either winter or summer, as the case may be.

It is agreed that all employees required to wear uniforms shall abide by the existing regulations as to proper attire. A high standard of personal appearance shall be maintained.

ITEM 22 POSTING

In instances where two or more assignments are posted on the same date, a letter carrier may bid for as many assignments as are posted, stating his/her preference in the following manner:

First Choice _____ Second Choice _____ Third Choice _____ Fourth Choice _____ Fifth

Choice _____

POSTING

A copy of all posted notices affecting the letter carrier craft shall be sent to the President and Secretary of Branch 248.

OTHER ITEMS
OVERTIME

- A. In the event a regular assigned carrier is requested to work on his/her non-scheduled work day, he/she shall be assigned to work his/her own route, if the route is open or if the T-6 on the route has another route in the string which the T-6 can carry without displacing a regular carrier.
- B. A T-6 or utility carrier PS-5 who works on his/her non-scheduled day when regularly assigned to a group of routes shall be assigned to one of his/her group's routes if one of the routes is open.
- C. If A or B above cannot be accomplished, a carrier working a non-scheduled day shall be assigned any duties required.
- D. A and B above do not apply to emergency situations.

PRESENCE OF BRANCH REPRESENTATIVE AT THE OPENING OF BIDS.

The branch president, or his/her designee, has the right to be present at the opening of carrier craft assignment bids, off the clock.