This Local Memorandum of Understanding is entered into April, 2014 at Brevard, NC, between the representatives of the United States Postal Service and National Association of Letter Carriers Branch 248. In accordance with the provisions of the 2011-2016 National Agreement.

ostmaster, Brevard, NC 28712

NALC President, Branch 248

- 1) Assisting routes by setting up mail
- 2) Marking up forwardable mail
- 3) Relabeling carrier case
- 4) Updating carrier route books
- 5) Coverage of suitable collection routes
- 6) Labeling inside of apartment boxes
- 7) Training new employees
- 8) combine part time hours for an eight hour day and forty hour week when and if possible.

# 18. The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section. For the purpose of applying Article 12 of the National Agreement, each Delivery Unit shall be considered a section.

#### Item 19. The assignment of employee parking places.

Parking spaces in excess of USPS needs will be available on a first come first served basis.

# Item 20. The determination as to whether annual to attend union activities requested prior to the determination of the choice vacation schedule is to be part of the total choice vacation plan.

Any leave approved to attend Union activities prior to the granting of choice vacation period will be counted in the percentage provided for in Item 9 of the memorandum.

## Item 21. Those other items, which are subject to local negotiations as, provided in the craft provisions of this agreement.

Abolishing routes shall be in accordance with Article 41 section 1.A.3; 1.A.5; 1.B.2 and 1.B.3.

For purpose of posting abolished routes, a delivery unit in the Brevard 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 posting. A position will be reposted when there is at least 50% change in the duties and responsibilities of that position, and the employee assigned to said position opt for reposting

# Item 22. Local implementation of this agreement relating to seniority, reassignments and 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\_

#### Item 13. The method for selecting employees to work holiday.

- 1) All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required
- 2) All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday—by seniority.
- 3) All City Carrier Assistants to the maximum extent possible, even if the payment of overtime is required.
- 4) All full-time and part –time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day—by seniority.
- 5) Full-time regulars who **do not** volunteer on what would otherwise be their non-schedule day—by inverse seniority.
- 6) Full-time regulars who **do not** volunteer on what would otherwise be their holiday or designated holiday—by inverse seniority.

Items 14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

Overtime desired list will be by section.

Items 15. The number of light duty assignments within each craft of occupational group to be reserved for temporary or permanent light duty assignment.

There will not be a specific number of light duty assignments. 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 make at the time it occurs.

Request 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.

Items 16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.

See Item 15

Item 17. The identification of assignments that are to be considered light duty within each craft represented in the office.

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:

the selections.

### Item 8. Whether jury duty and attendance at National and State conventions shall be charged to choice vacation period.

Jury duty will not be considered as part of the minimum percentage or number of carriers allowed off on annual leave during the choice vacation period.

Attendance at Union conventions or assemblies shall not be charged as a vacation selection. At the beginning of each year when the convention week has been determined, one slot for eligible delegates shall be shall be withheld for the appropriate week.

### Item 9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

Fourteen(14) % of the employees will be granted leave in accordance with Item 4 of this memorandum. When applying the 14% requirements, any fraction over .50 or more will be rounded to the next higher number. Any fraction less than .50 will be rounded to the next lower number.

## Item 10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

Each carrier craft employee will submit, following final selection of his or her choice (and non-choice, where applicable) vacation periods(s), Form 3971 in duplicate, filling in all applicable items. A copy, signed by the responsible supervisor, will be return to each craft employee prior to the beginning of the leave year.

## Item 11. Determination of the date and means of notifying employees of the beginning of the new leave year.

Notice shall be placed on sign up sheet.

## Item 12. The procedures for submission of applications for annual leave during other than the choice vacation period.

Request for Incidental Annual Leave will be submitted on a 3971 no earlier than 60 days in advance and no later than the Tuesday prior to the service week in which the Annual Leave is desired. Approval or denial of the request for Annual Leave will be given within 48 hours of submission.

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

For vacation other than the choice period, vacation planning calender will be passed one time. Letter Carriers may select in units of five or ten days. The amount not to exceed the amount earned during the leave year.

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Item 1. Additional or longer wash-up periods

When an employee is assigned to perform dirty work or work with toxic materials, the employee will be allowed reasonable wash up time.

Item 2. The establishment of a regular workweek of five days with either fixed or rotating days off.

There shall be a regular workweek for all regular employees with rotating days off. Item 3. Guidelines for the curtailment or termination of Postal Operations to conform to orders of Local Authorities or as local conditions warrant because of emergency conditions.

The decision for curtailment or termination of Postal Operations should conform to orders of Local Authorities (county), state and federal officials or as local conditions warrant because of emergency conditions This decision will be made by the Installation head. When the decision has been reached to curtail Postal Operations, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees. Postal Service Telephones will be opened to call for instructions.

#### Item 4. Formation of local leave program

Management will begin sign up for choice vacation period no later than November 15. Choice vacation period shall be awarded as provided for in Article 10 section 3.D. 1,2,3 of the National Agreement and this LMOU on the first sign up. Article 10 section 3.D.4 will apply for selection on the second sign up. Choice Vacation Leave is to be granted on a seniority basis.

#### Item 5. The duration of the choice vacation periods(s).

The choice vacation period shall run from the first full week in January through the last full week in November.

Item 6. The determination of the beginning day of an employee's vacation period.

The beginning day of an employee's choice vacation period shall be Monday and end on the following Sunday.

Item 7. Whether employees at their option may request two selections during the choice vacation period, in units of either five (5) or ten (10) days.

Letter carriers, at their option, may request one (1) or two (2) selections during the choice vacation period in units of either five (5), ten (10) or fifteen (15) days; total not to exceed ten (10) or fifteen (15) days on the first choice, in accordance with leave earned annually. Upon completion of the leave calendar for choice vacation by the regular workforce all City Carrier Assistants will be allowed to make one selection for the amount of leave they will have reasonably earned at the time of

#### Local Memorandum of Understanding

2011-2016

NALC/USPS

Brevard, North Carolina, 28712