

LOCAL MEMORANDUM OF UNDERSTANDING

NALC/USPS

Black Mountain NC 28711

MAY 25, 2021

This Memorandum of Understanding is entered into on May 25, 2021 at Black Mountain N.C. between the representative of the USPS and the representative of the NALC, Local Branch 248, pursuant to the Local Implementation Provisions of the 2019-2023 National Agreement. Includes Items 1 – 22.

Chris Hall Chris Hall

Postmaster, USPS

Ben Vess Ben Vess 3/20/21

NALC Representative

BLACK MOUNTAIN NC 28711

LOCAL MEMORANDUM OF UNDERSTANDING

ITEM 1. *ADDITIONAL OR LONGER WASH-UP PERIODS.*

It is mutually agreed that employees perform dirty work or work with toxic materials, the employee will be allowed reasonable wash up time (not to exceed 5 minutes). This includes the period of time prior to his/her lunch break.

ITEM 2. *THE ESTABLISHMENT OF A REGULAR WORKWEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.*

All regular assignments will be on a rotating days off basis.

ITEM 3. *GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.*

The decision for 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 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. *FORMULATION OF LOCAL LEAVE PROGRAM.*

The final date for submission of applications for vacation period(s) as provided for in Article 10 of the National Agreement, shall be indicated on the sign-up sheet. Choice vacation shall be awarded as provided for in Article 10 section 3.D 1,2,3 of the National Agreement and this LMU on the first sign up. The (15) allowable days may not be three (3) separate weeks for the first (1st) sign up. Article 10 section 3.D.4 will apply for the selection on the second sign up, up to a total of (20) days for employees who earn 20 or 26 days annual leave per year. Choice vacation leave is to be granted on a seniority basis. All leave exceeding (20) days shall be included in Item 12.

Upon completion of the Choice Vacation selection first (1st) round submissions by career employees, City Carrier Assistant (CCA) employees will be given the opportunity to make up to one (1) selection for annual leave during the Choice Vacation Period, (not to exceed 40 hours) by relative standing. Upon completion of the Choice Vacation selection second (2nd) round submissions by career employees, City Carrier Assistant (CCA) employees will be given the opportunity to make up to one (1) additional selection (not to exceed 40 hours) by relative standing. In the event of a CCA being hired after the leave selection process has ended, the CCA(s) will be permitted to make a selection for any week after 40 hours of Annual Leave will be accrued.

1. The installation head shall meet with the representative of the Union 30 days prior to the first day of submission for choice vacation leave to determine the amount of annual leave accumulated by each CCA, as well as, to project the potential annual leave accrual during the appointment period of each CCA.

2. Within the same 30 day period provided for in subsection (a.) above, the installation head and representative of the Union shall determine the projected eligibility dates each CCA employee will have a sufficient leave balance to take annual leave during the choice vacation period.

3. CCA employees converted to career status during the leave year shall retain any annual leave previously approved, even if this shall cause the employee to be on LWOP. In this instance LWOP will count toward the 14%.

ITEM 5. THE DURATION OF THE CHOICE VACATION PERIOD.

Choice vacation period will run from January 1 through the last full week of November and from December 26 through December 31. LMOU provisions addressing the determination of the beginning day of employees' vacation period shall not apply to the period of December 26 through December 31.

The parties agree the duration of the Choice Vacation Period(s) for CCA employees shall run concurrent with the Choice Vacation Period applicable to the Career City Letter Carrier workforce.

ITEM 6. THE DETERMINATION OF THE BEGINNING OF AN EMPLOYEE'S VACATION PERIOD.

The beginning day of the employees' choice vacation shall be Monday.

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.

Employees may request two selections during the choice vacation period in units of five(5) or ten(10) days. The total leave granted cannot exceed the number of days authorized in Article 10 section 3, D, 1,2, or 3 as appropriate.

ITEM 8. WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

Jury duty and attendance at National and State Conventions will not be charged to the

choice vacation period.

ITEM 9. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

At least fourteen (14)% of the letter carrier craft including CCAs will be granted annual leave in accordance with Item 4 of the LMU. The fourteen (14)% will not include extended LWOP including employees on OWCP, extended sick leave, leave to attend conventions. When applying the fourteen (14)% requirement any fraction 0.50 or more will be rounded to the next higher number. Any fraction of or less than 0.49 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.

Letter Carriers will submit their request for leave on PS Form 3971 in duplicate. A signed copy of the PS Form 3971 shall be returned to the Letter Carrier indicating approval or denial for the requested leave within 48 hours. If management does not provide an approval or disapproval within 48 hrs the requested leave will be automatically approved.

ITEM 11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEE OF THE BEGINNING OF THE NEW LEAVE YEAR.

As soon after November 1 as possible, the leave calendar will begin for first sign ups.

ITEM 12. THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

At least fourteen (14%) of the Letter Carrier Craft including CCAs shall be granted available incidental leave. Request for incidental leave will be submitted on duplicate PS Form 3971 no later than the Tuesday prior to the service week in which the leave is desired. Approval or disapproval of the leave request will be given within 48 hours of submission. If management does not provide an approval or disapproval within 48 hrs the requested leave will automatically be approved.

For signing up for incidental leave the 14% will include Military Leave, OWCP, Extended sick leave and Jury Duty. Incidental leave will be on first come first served basis with seniority being the tiebreaker.

Carriers may not swap annual leave except in a bonafide emergency subject to mutual approval of the supervisor/manager and a designated Branch 248 representative. It is agreed that an employee of this organization may request to cancel any leave previously scheduled by informing the supervisor/manager the Tuesday prior to his or her scheduled leave except in emergency situations.

ITEM 13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY/ DESIGNATED HOLIDAY.

1. Full Time Regulars who volunteer to work on their holiday or day designated as a holiday by seniority.

2. Part-time Flexibles (even if overtime is necessary)
3. CCAs
4. Full Time Regulars who volunteer to work on their non scheduled day by seniority.
5. Full Time Regulars who did not volunteer on what would otherwise be their non scheduled day by inverse seniority.
6. All other non volunteer Full Time Regulars by inverse seniority.

ITEM 14. *WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.*

Overtime Lists will be maintained at the Black Mountain Post Office for carriers at that station. An employee placing his/her name on the overtime desired list shall automatically have their name carried over from quarter to quarter until such time the employee request in writing to have their name removed from the list. After the employee notifies management in writing, their name will be removed the next business day. All other changes or additions to the overtime list will be made during the two (2) week window prior to the beginning of each quarter.

ITEM 15. *THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.*

Management will review and make every effort to provide light duty work when available to carriers who would otherwise be considered "light duty", after providing proper medical documentation. There will not be a specific number of light duty assignments.

ITEM 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.*

Request for light duty will be handled in accordance with Article 13.

ITEM 17. *THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.*

It is agreed that light duty assignments within the station for the letter carriers may include, but not limited to.

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

ITEM 18. *THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION*

WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEE'S EXCESS TO THE NEEDS OF A SECTION.

It is agreed that the Black Mountain Post Office shall be known as a section.

ITEM 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Employee Parking will be on a first come, first serve basis.

ITEM 20. THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.

See Item 8.

ITEM 21. THOSE OTHER ITEMS, WHICH ARE SUBJECT TO LOCAL IMPLEMENTATION AS PROVIDED BY THE CRAFT PROVISIONS OF THE NATIONAL AGREEMENT.

1. When a Regular Carrier is scheduled or required to work on their Non-scheduled day, that Carrier shall be assigned to work their normal bid assignment. If that route is being covered by a T-6, the T-6 shall be moved to any available route on their string. For the purpose of this provision an available route would include a route on the T-6 string being covered by a CCA or PTF even if the CCA or PTF is on a Hold-down. The CCA or PTF Hold-down may be broken if no other option is available.

2. This applies to a T-6 being required to work their Non-scheduled day.

3. If 1 & 2 are not available then the Regular Carrier working their Non-scheduled day shall be assigned any available work.

LETTER CARRIER CRAFT - ARTICLE 41

Section 1.A.5: A Letter Carrier route will not be posted when there is a change of less than 2 hours in starting time.

Section 1.A.1: A vacant or newly established duty assignment not under consideration for reversion shall be posted within fourteen (14) calendar days.

Section 1.B.2: Bidding shall be installation wide.

Section 1.B.3: Notice shall remain posted for 10 days.

ITEM 22. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.

In instances where two (2) 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_____