

# **Local Memorandum of Understanding**

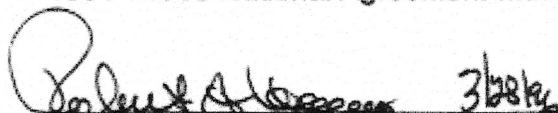
## **NALC/USPS**



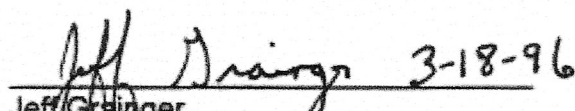
### **Brevard, NC**

**1996**

This Memorandum of Understanding is entered into on March 1, 1996, at Brevard North Carolina, between the representatives of the United States Postal Service, and the designated agent of the National Association of Letter Carriers Union, Local Branch 248, pursuant to the Local Implementation Provisions of the 1994 - 1998 National Agreement with the National Association of Letter Carriers.

 3/28/96

Robert A. Haring  
Officer In Charge, Brevard, NC 28712

 3-18-96

Jeff Grainger  
President, Local 248, NALC

# Local Memorandum of Understanding NALC/USPS

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**Item 1. Additional or longer wash-up periods.**

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 reasonable and necessary for washing up.

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

All regular assignments shall 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 local 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. Article 10 Section 3.D.4 will apply for the 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 period.**

Choice period will run from the first full week in January to the last full week in November.

**Item 6. The determination of the beginning of an employees 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 can not 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 shall be charged to the choice vacation period. The leave for National and State conventions will be

blocked off to insure the delegates may be granted leave in accordance with Article 24, Section 2.B.C., of the National Agreement.

**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. The fourteen(14) % will include extended LWOP including employees on OWCP, extended sick leave, military leave, leave to attend conventions and annual leave. When applying the fourteen(14) percent requirement, any fraction over 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 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.**

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 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 the sign up sheet.

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

Request for incidental Annual Leave will be submitted on duplicate PS Form 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.

Unscheduled leave(incidental leave) will be on a first come, first served basis with seniority being the tie breaker.

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

If available, carriers will be selected to work on holidays in the following order:

1. Casuals
2. Part Time Flexibles
3. Full Time Regulars who volunteer to work on their holiday, or day designated as a holiday by seniority.
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 desired list for bargaining unit employees will be administered by Delivery Zones.

**Item 15. The number of light duty assignments within each craft or 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 made 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.

**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.**

See Item 15.

**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 stations and branches, 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 of apartment boxes.
6. Training new employees when, in fact, training is done at the station level by craft employee.
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 employees excess to the needs of a section.**

For purposes of applying Article 12 of the National Agreement, each Delivery Unit shall be considered a section.

**Item 19. The assignment of employee parking spaces.**

Parking spaces in excess of USPS needs will be available 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.**

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 implementation as provided by the craft provisions of the National Agreement.**

**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.B.2: Bidding shall be installation wide.

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

Section 3.0: "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, highway, housing projects, all routes and full time duty assignments at the 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 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\_\_