

LOCAL MEMORANDUM OF UNDERSTANDING

NALC/USPS

RUTHERFORDTON NC 28139

SPINDALE NC 28160

NOVEMBER 7, 2017

This Memorandum of Understanding is entered into on November 7, 2017 at Rutherfordton NC between the representative of the USPS and the representative of the NALC. Local Branch 248, pursuant to the Local Implementation Provisions of the 2016 National Agreement.

Amanda Allen

11-13-2017

Postmaster, USPS

Marjorie Leslie

Marjorie Leslie

President Branch 248

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 the regular workweek of five days with either fixed or rotating days off.

There shall be a regular workweek for all regular's 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 at the Lutterfordton Post office should conform to orders from Local Authorities, county, state and federal officials or as local conditions warrant. 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 the choice vacation period no later than December 1st and sign up will be completed no later December 30th.

Management will maintain the official leave calendar. Prime choice vacation slots will be filled by seniority, during both rounds.

The official leave calendar for the office will be posted for city carriers to see, and maintained in an up-to-date current manner by management.

City carriers desiring to cancel leave during the calendar year may do so by submitting a PS Form 3971, in duplicate, indicating the day(s) they wish to cancel.

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

The choice vacation period shall run from January 1 through November 30.

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) or 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 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 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 total letter carrier workforce shall be granted annual leave during each week of the choice vacation period. The total workforce contains both Rutherfordton and Spindale city carriers.

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/her choice (and non-choice, where applicable) vacation period(s), Form 3971 in duplicate, filling in all applicable items. A copy, signed by the responsible supervisor, will be returned to each craft employee within 72 hours.

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

No later than November 1st of each year, management shall post a notice on all employee bulletin boards to notify letter carriers of the beginning date of the new leave year.

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

Carriers requesting annual leave other than the choice period must submit Form 3971, in duplicate, no earlier than ninety (90) days prior to the requested leave and no later than the Tuesday prior to the service week in which the annual leave is desired.

Management will indicate on the Form 3971 the date and time submitted.

Management will reply within 72 hours following submission of Form 3971 or the leave is automatically approved. Incidental annual leave requested in advance shall be on a first come basis with seniority being the tie breaker.

13. The method for selecting employees to work holiday.

1. All part-time flexible carriers to the maximum extent possible, even if the payment of overtime is required.

All full-time and part-time regular carriers who 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.

All full-time and part-time regular carriers who have volunteered to work in their non-scheduled day – by seniority.

5. Full-time carriers who ~~do not~~ volunteer on what would otherwise be their non-scheduled day – by inverse seniority.

6. Full-time carriers who **do not** volunteer on what would otherwise be their holiday or designated holiday – by inverse seniority.

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

Overtime desired list will be by installation.

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

The parties of this Agreement concur in the fact that it would be impractical and illogical to set forth herein a specific number of "light duty assignments" for an installation the size of the Rutherfordton Post Office

Through the joint exploration of the Union and Management every possible effort will 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.

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.

rest for light duty will be handled in accordance with Article 13 of the National Agreement.

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

Agreed that light duty assignments within the station, for letter carriers will be determined on a case by case basis as outlined in Article 13.3 of the National Agreement. Every consideration will be given to any available work as to not adversely affect any assigned full-time regular employees.

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.

In the purpose of applying Article 12 of the National Agreement, each Delivery shall be considered a section.

Item 19. The assignment of employee parking places.

The Rutherfordton Post Office will continue with the current parking program.

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.

Annual leave to attend Union activities requested at any time will not be part of total choice vacation period.

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

Delivering routes shall be in accordance with Article 41 Section 1.A.3; 1.A.5; 1.B.2 1.B.3.

22. Local implementation of this agreement relating to seniority, assignments and posting.

Each vacant routes or newly established duty assignments not under consideration for reversion shall be posted within fourteen (14) calendar days the day it becomes vacant or established.

stances 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:

choice _____ Second choice _____ Third choice _____