

NALE Branch 248 Copy

**LOCAL MEMORANDUM  
OF  
UNDERSTANDING**

**2011 - 2016**

**NATIONAL ASSOCIATION  
OF  
LETTER CARRIERS**

**SPRUCE PINE NC**

## SPRUCE PINE NC 28777-9998

### Local Memorandum of Understanding

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.*

All regular assignments shall be on a weekend 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.

Item 4. *Formulation of local leave program*

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. The final date for submission of application for choice vacation period, as provided in Article 10, will be 11/15.

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

The choice vacation period shall run from the first full week in January to 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 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.*

Employees may request two selections during the choice vacation period in units of five (5) or ten (10) days. The total leave approved cannot exceed the number of days authorized in Article 10, Section 3.D.1, 2, or 3 as appropriate. If the carrier chooses 15 consecutive days for his/her first choice selection during the first pass, this forfeits his/her second choice selection during the second pass.

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

The leave for National and State conventions shall be blocked off and not included in the choice vacation period to insure the delegates may be granted leave in accordance with Article 24, Section 2.B of the National Agreement. If an employee is chosen for jury duty during his selected choice vacation period, Article 10.3.F. would apply.

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

When requested, one City Carrier will be granted leave in accordance with Item 4 of this memorandum.

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

All requests for prime choice vacation will be submitted in duplicate on PS Form 3971. The return of the duplicate to the employee will be notification of the vacation schedule approved for the employee.

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

A notice shall be posted on official bulletin boards not later than November 1<sup>st</sup> notifying the employees of the beginning of the new leave year.

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

(Incidental leave should be granted according to service needs). Requests for incidental Annual Leave will be submitted on duplicate PS Form 3971 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 with 48 hours from the time the request is submitted.

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

The following order will be used for holiday scheduling:



- All casuals and part-time flexible employees **to the extent possible**, even if payment of overtime is required.
- All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on the holiday or their designated holiday.
- Transitional Employees (TEs) **to the extent possible**, will be scheduled for work on a holiday or designated holiday after full-time volunteers are scheduled to work on their holiday or designated holiday.
- Full-time and part-time regular volunteer employees whose scheduled non-work day falls on the holiday and who possess the necessary skills, even though the payment of overtime is required, by seniority.
- Full-time and part-time regular non-volunteer employees whose scheduled non-work day falls on the holiday and possess the necessary skills, even though the payment of overtime is required, by juniority.
- Full-time and part-time regular employees who have not volunteered to work their holiday, by juniority.

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

Overtime desired lists will be by zone.

Item 15. *The number of light duty assignments within each craft or 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-specific "light duty assignments" for an installation the size of the Spruce Pine Post Office. 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. The union is invited to make suggestions prior to management's decision.

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.*

Requests 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.*

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 is done at the station level by a craft employee.

7. Light duty assignments may be established from part-time hours, to consist of 8 hours or less in a service day and 40 hours or less in a service week.

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, Spruce Pine is considered a section.

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

The Spruce Pine Post Office will continue with the current parking program.

Item 20. *The determination as to whether annual leave 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 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.

Item 22. *Local implementation of this agreement relating to seniority, reassignments and posting.*

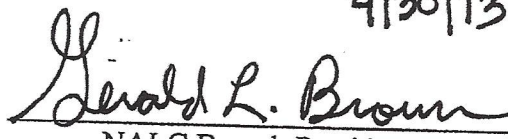
Posting – In instances where two or more assignments are posted on the same date, a letter carrier may bid for as many assignments as are posted, stating his/her preference in the following manner:

First choice; Second choice; Third choice; Fourth choice; Fifth choice

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

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POSTMASTER

4/30/13  
  
NALC Branch President