MEMORANDUM OF UNDERSTANDING

UNITED STATES POSTAL SERVICE JANESVILLE, WI 53545-9998

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS BRANCH 572 JANESVILLE, WI 53545-9998

TABLE OF CONTENTS

	page	
1. WASH UP	1	
2. HOURS OF WORK	1	
3. GUIDELINES FOR CURTAILMENT OR T OPERATIONS	TERMINATION OF PO 1	STAL
4. LEAVE	2	
5. HOLIDAYS	7	
6. PRINCIPLES OF SENIORITY	8	
7. LABOR-MANAGEMENT MEETINGS	10	

1. WASH UP

Those employees who perform dirty work, or work with toxic materials, will be granted reasonable wash up time.

When an employee can document an allergic reaction to dirty work or toxic materials, and such documentation is on record, supervisors may grant additional wash up time.

2. HOURS OF WORK

All full-time carriers will be on a rotating work schedule unless changed by mutual agreement. In the event there are no bid assignments available in December, reserve letter carriers will continue in rotation from the previous week.

3. GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

In determining whether emergency local conditions exist regarding curtailment or termination of postal operations, management shall give consideration to whether or not such emergency is of a general nature affecting the majority of employees as well as the manner in which the Janesville Post Office is impacted by the emergency conditions.

4. LEAVE

Management will post on the official city letter carrier craft bulletin board the beginning **date** of the new leave year by the first day of November.

Throughout the year, seven (7) slots for annual leave will be assigned from the first full week of January through the last week of November (any portion of it in November).

Additionally, two (2) slots will be available for the first full week of December, one (1) slot will be available for the second and third full week of December, and two (2) slots will be available from Christmas Day (December 25) through New Year's Day (January 1), inclusive of December 25 and January 1. An employee may only be approved for one (1) week of annual leave during the month of December.

a. The bidding for annual leave shall commence on **November 1**. It will be the responsibility of the city letter carriers who are off duty (for example—on leave or long weekend) to either submit their vacation choice in writing (to one of the union stewards) listing the weeks they prefer beginning with number one (1) or to ensure that they provide one of the union stewards with a phone number at which they can be reached to discuss their bid for vacation. City letter carriers who are off duty who do not submit their vacation choices in writing or are unable to be reached by the union steward shall be passed over in order to expedite the completion of leave bidding. City letter carriers who are passed over may submit their bid upon return to work but risk having a week that they wanted being full.

Once a <u>city</u> letter carrier is notified that they are "up" on the vacation roster by the union steward, they have a <u>24-hour period</u> in which to sign the vacation roster. City letter carriers who fail to sign the vacation roster within that 24-hour period will be passed over. Again, city letter carriers who are passed over may submit their bid upon return to work but risk having a week that they wanted being full.

Requests for incidental annual leave shall be held pending completion of the annual leave roster.

b. The annual leave bidding shall consist of two (2) rounds. **The first round shall be considered the "choice period.**" The first round of annual leave bidding shall be by seniority/relative standing.

- 1. Employees may request two (2) selections during the first round, in units of either five (5) or ten (10) working days, the total not to exceed the ten (10) or fifteen (15) days as outlined in sections (A) and (B) below. The first round is in accordance with Article 10.3.D of the National Agreement as provided below:
- A. Employees who earn thirteen (13) days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed ten (10), shall be at the option of the employee.

That is, these employees may request—

- · Two (2) separate weeks, or
- · Two (2) consecutive weeks.
- B. Employees who earn twenty (20) or twenty-six (26) days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the choice period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.

That is, these employees may request—

- · Two (2) separate weeks, or
- · One (1) week in addition to two (2) consecutive weeks, or
- · Three (3) consecutive weeks
- c. During the second round of annual leave bidding, employees may select any number of weeks throughout the year, provided the employee has sufficient **accrued** annual leave. The second round of annual leave bidding shall be by seniority/relative standing.
- d. Should an employee use leave so there would not be enough **accrued** annual leave to cover his/her **scheduled week of annual leave**, a week of his/her annual leave must be cancelled.
- e. After completion of the first two (2) rounds of annual leave bidding, if throughout the leave year two (2) or more annual leave slots are open in a calendar week, one (1) annual leave slot shall be cancelled. A maximum of one (1) slot per week may be cancelled under this provision.

- f. Additional requests for annual leave for vacant weeks on the annual leave board shall be granted on a first-come, first-served basis. Such leave requests submitted at the same time shall be granted by seniority. Requests for weeks of annual leave shall be submitted fourteen (14) days in advance in units of one (1) calendar week. As stated above, an employee must have sufficient annual leave accrued to cover all annual leave requests.
- g. Jury duty. An employee who is called for jury duty during the employee's scheduled choice vacation period is eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacation.
- h. Military leave. Employees who must be granted leave for military training in the Guard or Reserve shall notify management of the leave dates or tentative leave dates of the training by November 1 or furnish management with a letter from the commanding officer stating why they cannot furnish the leave dates.

A maximum of one (1) annual leave slot in any calendar week shall be blocked out for employee(s) on military leave in any leave week contingent on the employee notifying the employer by January 1 of the leave year.

- i. Scheduled leave shall begin on Sunday of the scheduled work week.
- j. At the beginning of each year when the convention week(s) (both the National Convention and State convention) have been determined, sufficient slots for all eligible delegates shall be withheld (blocked out) for the appropriate week(s).

For the week of the convention of the Wisconsin State Association of Letter Carriers, sufficient slots for all eligible delegates shall be withheld (blocked out) for the week. The delegate(s) may elect to take leave for only a portion of the week. The remaining days of the [week withheld for state convention] shall be open for bid by seniority.

Attendance at union conventions or assemblies shall not be charged as an employee's vacation selection.

k. There shall be no exchanging (trading) of annual leave for "choice vacation period." Employees wishing to trade scheduled annual leave for "non-choice vacation period" shall submit a request in writing they desire to trade leave and obtain the approval of the scheduling supervisor, union steward, and employees involved to be approved fourteen (14) days in advance.

- l. Employees may cancel scheduled leave by notifying the scheduling supervisor in writing fourteen (14) calendar days before the beginning day of the scheduled annual leave.
 - 1. The cancelled week shall be posted for three (3) calendar days. If the cancelled week is a part of the "choice vacation period," the bidding commences with the carrier junior in seniority, to the junior carrier signed on vacation roster for said scheduled week. If the cancelled week is a part of the "non-choice vacation period," the cancelled week is open to bid on a first-come, first-served basis.
 - 2. If the **cancelled week** is not bid by anyone after three (3) **calendar** days, the **cancelled week** will remain open to bid on a first-come, first-served basis for the remainder of the leave year.
- m. Posting of the official annual leave roster will be on the official **city letter** carrier craft bulletin board. Two (2) copies of the official leave roster will be furnished to NALC Branch 572.
- n. Once the vacation roster is completed and initialed by Postmaster and NALC Branch 572 **president**, the roster shall be considered official, and if any changes are made, NALC Branch 572 shall be notified.
- o. Once the vacation roster is "official," employees shall submit Form 3971, Request for or Notification of Absence, in duplicate, filling in all applicable items, and give to the responsible supervisor. The supervisor shall input approved Form(s) 3971, Request for or Notification of Absence, into eRMS, enterprise Resource Management System, promptly after the requests have been approved.
- p. Requests for sick leave which **are** not of an emergency nature (such as scheduled appointment with a doctor or dentist) must be made at least five (5) calendar days in advance, unless the doctor gives shorter notice.

q. Part-time flexible employee/city carrier assistant annual leave

- 1) Part-time flexible employees and city carrier assistants will be a part of the career city letter carrier annual leave board.
- 2) During the first round of annual leave bidding, a part-time flexible employee or city carrier assistant, by seniority or relative standing, may select one (1) week of annual leave.
- 3) During the second round of annual bidding, a part-time flexible employee or city carrier assistant, by seniority or relative standing, may select one (1) additional week of annual leave. The part-time

- flexible employee or city carrier assistant must have sufficient annual leave for this selection. That is, the second week must be at least forty (40) weeks after their appointment date/break in service.
- 4) A part-time flexible employee or city carrier assistant may take incidental annual leave. The rules for incidental annual leave shall apply.
- 5) Should a part-time flexible employee or city carrier assistant use leave, or not work forty (40) hours a week throughout the year and thus not accrue sufficient annual leave, to cover his/her calendar week of annual leave, a week of his/her annual must be cancelled.

r. Incidental leave

- 1) Incidental leave requests for up to sixteen (16) hours shall be submitted by submission of PS Form 3971, *Request for or Notification of Absence*, in duplicate, to the supervisor. If the leave quota is not filled for the requested period, the PS Form 3971, *Request for or Notification of Absence*, shall be approved and the duplicate returned to the employee no later than two (2) days after the PS Form 3971, *Request for or Notification of Absence*, was submitted to the supervisor.
- 2) Requests for incidental annual leave must be submitted no more than sixty (60) days in advance and at least three (3) days in advance. Requests submitted more than sixty (60) days in advance will be disapproved. Requests submitted less than three (3) days in advance may be approved at management's discretion.
- 3) One slot shall be reserved until thirty (30) days out before it may be broken up for individual days. The intent of this is not to restrict the carrier in applying for <u>incidental</u> leave, but to allow those carriers who with full weeks of annual leave or longer to receive consideration before carriers desiring leave in periods of less than a full week. Requests for this slot must be submitted no more than thirty (30) days in advance
- 4) Approval shall be on a first-come, first-served basis. Requests submitted at the same time shall be recognized by seniority.
- 5) Once a single day is requested, the entire week will be blocked out for weekly requests.

- 6) If less than eight (8) hours of annual leave is requested and approved, the slot for that day shall be considered taken.
- 7) A maximum of five (5) days will be allowed per open week for individual requests.
- 8) Trading incidental annual leave shall not be permitted under any circumstances.
- 9) As with weeks of annual leave, approved incidental annual leave shall be withdrawn (cancelled) at least two (2) weeks prior. Failure to do so may result in the employee being required to take the leave.
- 10) It shall be the employees' responsibility to ensure they have enough accrued annual leave balance to cover the periods of annual leave they have been scheduled for. Employees who have an insufficient number of accrued hours for annual leave selected must withdraw (cancel) a request for a week of annual leave.
- 11) Incidental annual leave shall not be granted on designated holidays.

5. HOLIDAYS

Management shall physically walk around to all city letter carriers soliciting volunteers for the holiday schedule.

Designated holiday and holiday scheduling for qualified employees will be developed in the following order:

a) All part-time flexible employees and city carrier assistants to the maximum extent possible, even if the payment of overtime is required.

The parties agree "to the maximum extent possible" is defined as "up to eleven and a half (11½) hours." All part-time flexible employees and city carrier assistants shall be scheduled to the maximum extent possible before requiring any full-time regular employee to work their designated holiday, holiday or regularly scheduled off-day.

b) Full-time regular employees, by seniority, who have volunteered to work on their designated holiday or the holiday.

- c) Full-time regular employees, by seniority, who have volunteered to work on their regularly scheduled off-day.
- d) Full-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their holiday or designated holiday (by inverse seniority).
- e) Full-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their non-scheduled day (by inverse seniority).

6. PRINCIPLES OF SENIORITY

a) **Abolishment of assignment.** When a letter carriers 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 that unit held by letter carriers who are junior to the carrier(s) whose routes(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.

The Janesville, Wisconsin Postal Installation is a one (1) section office.

- b) Filling available craft duty assignments of anticipated duration of five (5) days or more pursuant to Article 41, Section 2.B.3.4, of the 1981 National Agreement.
 - (1) Method for making known the availability of temporary assignments of an anticipated duration of (5) days or more whenever reasonable advance notice is given to the employer of the intended vacancy—

Vacancies of anticipated duration of five (5) days or more that are not a part of the annual leave board (sick/medical leave, military leave, etc.) shall be posted on the bulletin board by close of business the day management receives notification of the anticipated vacancy.

In instances where management is not provided with "reasonable notice" of an anticipated vacancy of five (5) days or more, management may assign employees as needed to the vacancy until the

weekly schedule is posted for the *following service week*. For purposes of this memorandum, "reasonable notice" is defined as by Friday of the preceding service week.

Example: Management is notified on Monday, June 2 that the incumbent carrier for route 33 will be gone for four weeks starting Monday, June 2. In order to give opting employees sufficient time to become aware of the anticipated vacancy and submit their preference, employees have until the following Tuesday (Tuesday, June 10) at 8:00 am to submit their preference. In this example, the hold-down does not begin until Wednesday, June 18 and until the hold-down begins management may assign employees as needed to fill the vacancy.

(2) Method for submission of preference for such assignments to the delivery unit to which the employees are assigned—

Submission of opting preferences shall be placed in the "opting box" per local practice.

(3) Cutoff time for submission of preference by those employees wishing to be considered for available craft duty assignments of anticipated duration of (5) days or more—

Not later than the 8:00 am Tuesday cutoff time for the following week's schedule. In accordance with Article 8, Section 3 of the 2023-2026 National Agreement, the weekly schedule shall be posted by Wednesday preceding the service week.

c) Bumping of carrier technicians. The Carrier Technician shall work the five routes in the posted sequence except in the following situation--a full-time regular called into work on a non-scheduled day shall work his or her full-time duty assignment provided there is a vacant route on the string to which the Carrier Technician may be assigned.

A vacant route is defined by the factors involved. That the route was vacated due to unscheduled sick leave or a route that was not bid on due to the regular carrier having scheduled annual leave.

The Carrier Technician may not be displaced by nor displace an employee who has opted on an assignment under Article 41.2.B. If the Carrier Technician is bumped and there is more than one vacant route on his or his string, the Carrier Technician shall be given the option of which route to work.

In addition, an employee who is detailed to Carrier Technician position under the provisions of Article 25.4 shall not be displaced by either the incumbent carrier working their non-scheduled day or a carrier on a hold-down working the non-scheduled day of the hold-down.

d) **Signing overtime-desired lists.** Any part-time flexible employee, city carrier assistant or Vehicle Operations Maintenance Assistant (VOMA) represented by the NALC will have twenty-four (24) hours from the date of their conversion to full-time regular city letter carrier to sign one of the overtime-desired lists.

7. LABOR-MANAGEMENT COMMITTEE MEETINGS

Joint Labor-Management Committee meetings will be scheduled at 8:15 am on the third Tuesday in February, May, August, and November. Additional meetings may be scheduled by mutual agreement.

A scheduled meeting shall be cancelled unless the employer or union submits an agenda to the other party at least forty-eight (48) hours in advance of the scheduled meeting time.

This Memorandum of Understanding is entered into on June 18 at Janesville, Wisconsin between the representatives of the United States Postal Service and the designated agent of NALC Branch 572, pursuant to the Local Implementation Provisions of the 2023 National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight May 22, 2026, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.

Postmaster

United States Postal Service

Janesville, Wisconsin

President

NALC Branch 572 Janesville, Wisconsin