

2007

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE U.S. POSTAL SERVICE
LEVELLAND TEXAS

AND

**THE NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-
CIO**

BRANCH 2589
Designated Agent

2007 MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on October 31, 2007 at Levelland Texas, between representatives of the United States Postal Service, and the designated agent of the National Association of Letter Carriers, AFL-CIO, pursuant to the local implementation provisions of the 2006 - 2011 National Agreement and will remain in affect until the expiration of the 2006-2011 National Agreement or until this LMOU is renegotiated, whichever comes later. This memorandum constitutes the entire agreement on matters relating to local conditions of employment.

IN WITNESS THEREOF:

For the U.S. Postal Service:

For the National Association of
Letter Carriers, AFL-CIO:

Douglas Tow
Postmaster

Mitch Terral
President, Branch 2589

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Article 1

In accordance with the provisions of Article 1 of the National Agreement, the employer recognizes the NALC as the designated bargaining representative for all employees in the carrier craft bargaining unit for which it has been certified and recognized at the National level.

Article 30

Item 1. Additional or longer wash-up periods.

- A. Any city carrier who has worked with toxic materials or has performed dirty work, which makes the carrier uncomfortable, or disagreeable to other employees, and/or the public, shall be entitled to a reasonable amount of wash-up time. Disputes prompted by biological concerns will be resolved immediately by the Postmaster/designee and the NALC President/designee.

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

- A. All full-time city carriers will have a regular work week of 5 days 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

- A. 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 a decision has been reached to curtail postal operations, management will attempt to notify off-duty employees by phone, and will contact on-duty city carriers on the street.

Item 4. Formulation of local leave program.

- A. The leave calendar shall be circulated on a seniority basis, beginning the third Friday of November and shall be completed by January 30. If selections are not complete by January 30, then the shop steward will convene a carrier's meeting at the morning break, and the calendar will be passed around the table until complete.

- B. The leave calendar shall be complete and final after January 30 except:

Carriers transferring in from another office with prior approved leave will be granted that leave.

Carriers whose request to have annual leave converted to sick leave, as provided for in the Employee and Labor Relations Manual (ELM), shall be allowed to reschedule annual leave without bumping another carrier.

Carriers turning back any part of an approved choice annual leave selection will not be *required* to turn back full weeks. Choice annual leave selections (full or partial weeks) turned back by Tuesday prior to the service week, shall be posted at the time clock for re-bidding.

After the steward or designee certifies that all carriers have been fairly notified of the re-posting, then the week (or partial week) turned back will be opened for incidental leave requests as stated below.

Full weeks will be opened for incidental leave for the first three (3) business days by seniority basis. After the three (3) business days it will be based as a first come/first serve basis as provided for in Item 12.f. Applications for less than a full week (partial week) will be accepted in accordance with Item 12.g and 12.h.

- C. Leave forms (PS Forms 3971s) will be distributed, and each carrier must identify their selection on the leave form. Management will post the official calendar and will keep the calendar current as the rounds progress, ("first choice selection", "second choice selection", "first other bid leave", "second other bid leave") and incidental leave when approved throughout the year.
- D. Each carrier will be allowed up to 48 hours to make a selection. 48 hours means 48 hours! Each carrier is responsible for submitting their PS Form 3971 on schedule, even if it is due on a scheduled day off.

**The maximum number of carriers who shall receive leave
(other than choice selections):**

- E. Fourteen percent (14%), or a minimum of one (1) carrier will be allowed off on Other Bid Leave on all days open after Choice selection is complete. Rounding rule applies (see Item 9).
- F. When considering requests for incidental annual leave, there shall be one carrier scheduled for leave on any given day, including all commitments for annual leave, sick leave, court leave, military leave and union-related leave.

When a Transitional Employee (TE) is on-rolls in Levelland and working as a replacement for a carrier absent on long-term sick leave, military leave or Union-related leave, the absent carrier will not be counted as “...one carrier scheduled for leave on any given day ...” in the paragraph above.

Requests for leave qualifying under the Family and Medical Leave Act (FMLA) shall not be subject to this provision.

Item 5: The duration of the choice vacation period.

- A. Choice vacation period is defined as the entire leave year.

Item 6. The determination of the beginning day of an employee's vacation period.

- A. For annual leave purposes, the beginning day of a carrier’s vacation week will be Monday.

Item 7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

- A. Per the current national contract and ELM, carriers with 3 years of experience get up to 15 days choice time. Carriers with less experience get up to 10 days.
- B. There will be two rounds of choice bidding. In each round of choice bidding, each carrier may make one selection of 5, 10, or 15 continuous days, **with both rounds combined not to exceed 15 days choice leave.**

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

- A. Jury duty shall not be considered a part of the number of carriers allowed off during the choice vacation period.
- B. If a carrier serves jury duty during a choice annual leave selection, the carrier may reschedule leave, but cannot bump other selections on the calendar.

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

- A. Fourteen percent (14%), or a minimum of one (1) carrier will be granted leave during the choice vacation period.

When applying the percentage requirement, any fraction of .50 or more will mean an additional employee. Any fraction of less than .50 will be discarded.

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

- A. A Form 3971, Application for Leave, shall be prepared in duplicate by the carrier when a choice selection is made, and the duplicate shall be completed and returned to the carrier within three days.

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

- A. On or before the third Friday in November, management will give written notice to each city carrier of the beginning date of the new leave year, of the projected leave balance for the new year, and will also include instructions to each carrier on the number of days of annual leave in the choice period allowed each by the National Agreement and the ELM.

The new leave year always begins the first day of the first full pay period in the calendar year.

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

Other Bid Leave:

- A. Immediately after the completion of the rounds of choice time selection, there shall be two rounds of Other Bid leave on a seniority basis.
- B. These other bid selections will be submitted and approved by January 30. If selections are not complete by January 30, then the shop steward will convene a carrier`s meeting at the morning break, and the calendar will be passed around the table until complete.

- C. There shall be two rounds of Other Bid leave. In each round of Other Bid leave, each carrier may make two selections in increments of 1-5 days.
- D. No carrier may bid for more total annual leave hours than the total accrued or projected to be accrued in the leave year. Management is to insure that no carrier is approved leave beyond their total accrued leave.
- E. Each carrier will be allowed up to 48 hours to make a selection. The calendar will be checked in and out of each carrier`s possession by the supervisor or shop steward. 48 hours means 48 hours! Each carrier is responsible for returning the calendar on schedule, even if it is due back on a scheduled day off.

Incidental Annual Leave:

- F. Requests for full weeks of incidental leave may be submitted on Form 3971 beginning immediately after the completion of the other bid leave bidding, but no later than the Tuesday prior to the service week in which the annual leave is desired. Management will notify the carrier of the approval or denial of his/her request as soon as possible but no later than the second (2) working day after the request is submitted. If the request is submitted on Tuesday prior, approval or denial of the request will be given no later than Wednesday prior to the service week in which the leave is desired. **Any request that is denied will retain priority for approval over any future requests for the same time period.**
- G. When less than a full week of leave is granted, that particular week is unavailable to anyone else desiring a full week of leave. The remaining days of that week will be available to other employees desiring less than a full week of leave. Applications for less than a full week of leave must be submitted no more than thirty (30) days prior to the week in which the leave is desired. Management will notify the employee of approval or rejection of his/her leave as soon as possible, but no later than the second (2nd) working day after the request is submitted. **Any request that is denied will retain priority for approval over any future requests for the same time period.**
- H. Requests for incidental annual leave must be via completed PS Form 3971. Request for incidental annual leave will be considered on a first-come, first served basis – EXCEPT on the first business day within the 30 day window of application for a particular day (as described in part G., above). When more than one carrier submits an incidental bid for a day EXACTLY thirty (30) days prior to the week in which the leave is desired, all applications received on that day will be considered on a seniority basis.

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

A. Employees will be selected to work on a holiday within each category in the following order within the installation:

1. All available part-time flexible employees, even if overtime is required;

2. Full-time or part-time regulars who volunteer to work on their holiday or day designated as a holiday - by seniority;

3. All Transitional employees.

4. Full-time or part-time regulars who volunteer to work on their non-scheduled day - by seniority;

5. Full-time or part-time regulars who did not volunteer on what would otherwise be their non-scheduled day - by inverse seniority;

6. All full-time or part-time regulars who have not volunteered to work their holiday or designated holiday - by inverse seniority;

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

A. For the overtime desired list only, the Levelland Post Office will be defined as a section.

B. Overtime records will be maintained and posted on a continuing basis and made available for review. Overtime will be scheduled in accordance with Article 8, Section 4 & 5, of the National Agreement between the parties.

Items 15 - 17. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

The method to be used for reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.

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

- A. To aid and assist employees, who through their illness, are unable to perform their regularly assigned duties, Management agrees to make every reasonable effort to provide temporary light duty assignments as the need requires. Generally, these light duty assignments consist of assisting other carriers with office work, casing flats, repairing and conditioning equipment, and doing other light duty jobs within the letter carrier craft or on Postmaster projects as the injury or illness will permit.

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.

- A. The Levelland, Texas Post Office will be designated as a section for the purpose of reassignment in excess to a section under Article 12 of the National Agreement.

Item 19. The assignment of employee parking spaces.

- A. Sufficient parking shall be supplied to all employees of the Levelland Post Office on a first come first served basis, and at no cost to the carrier.

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 choice vacation plan.

- A. Prior to the choice vacation bidding, management will be notified of the dates of the State and/or National Convention.
- B. No more than one week can be reserved on the choice vacation calendar for a Union convention. It is the shop steward's discretion whether the week of the State or National Convention is reserved. Attendance at Union conventions shall not be charged as a choice annual leave selection.
- C. The convention week is reserved for elected convention delegates. Any delegate withdrawing as a delegate shall turn back that annual leave period. If an alternate or appointed delegate does not replace him, the leave turned back shall be posted for bid as stated in Item 4.b.

Items 21-22. Those items which are subject to local implementation as provided in the craft provisions of this Agreement.

- A. In Levelland Texas, local Labor-Management meetings, as described in Article 17 Sec. 5 of the National Agreement, will be held on the second Thursday in the months of January, April, July and October. These meetings may be re-scheduled to the next working day when all parties are on-duty. Steward time will be provided on the clock to write agendas.

Copies of the minutes of Labor-Management meetings will be posted on the carrier bulletin board and provided to the President, Branch 2589.

Local implementation of the Agreement relating to seniority, reassignments and posting.

- A. In Levelland Texas, postings shall remain open for bid for 10 days, and the successful bidder shall have retreat rights for five working days after being placed on the route.
- B. Article 41.3.O.

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 that 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 of this Article.