

**National Association
Of Letter Carriers
Branch 2589
Lubbock, Texas**



**LOCAL MEMORANDUM
OF UNDERSTANDING**

2007 Edition

2007

MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE

LUBBOCK, TEXAS

AND

NATIONAL ASSOCIATION OF

LETTER CARRIERS, AFL-CIO

BRANCH 2589

DESIGNATED AGENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on October 30, 2007 at Lubbock, Texas, between the 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 To 2011 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment. This Memorandum of Understanding will remain in effect through the 2012 leave year **or until a new Memorandum of Understanding is negotiated.**

IN WITNESS THEREOF:

U. S. POSTAL SERVICE

BY: _____
Ted Tyler
Postmaster
Lubbock, Texas 79402-9998

Mitch Terral
President Branch 2589
National Association of
Letter Carriers, AFL-CIO

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ARTICLE 1

UNION RECOGNITION

In accordance with the provisions of Article I, 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 - WASH-UP TIME

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 for wash up time for biological concerns will be addressed immediately by the Postmaster/designee and the NALC President/designee.

ITEM 2 - WORK SCHEDULES

All full-time city carriers will have a regular work week of five (5) days with rotating days off. An exception to this will be those parcel post, collection and other work assignments currently having fixed days off. Additional fixed day off work assignments may be made with the concurrence of Management and the President of Branch 2589, NALC, or his/her designee.

ITEM 3 - EMERGENCY CONDITIONS

When it is determined by the Installation Head or his designee after consulting with the Emergency Preparedness Center (Information Officer) and the branch president or his designee, that delivery of mail is not possible or practical due to extreme weather conditions or civil disturbances, such information will be disseminated by radio to this affect. The guidelines established in Section 519.21 of the Employee and Labor Relations Manual will be used to determine when employees should be dismissed early as well as when they are unable to report.

ITEMS 4-12 & 20 - FORMULATION OF LOCAL LEAVE PROGRAM

ITEM 4 - FORMULATION OF LOCAL LEAVE PROGRAM

1. Starting time for bidding on selections during the choice vacation period shall be the first working day in January

2. First round vacation bidding will be accomplished in groups of ten (10) employees with three (3) working days to bid. Management will then have one (1) working day to post the approved leave choices to the annual leave book and return the employees' copy of the 3971 before the next group will commence bidding. Any employee with assignments at more than one station will bid within their assigned pay location. Anyone who has an application rejected, fails to bid with his/her group, or fails to bid the maximum weeks allowed, may resubmit at any time. He/she will be placed by seniority in the group in which he/she submits his/her bid. He/she may not bump anyone who has already had his/her bid approved. Maximum weeks will be as set in Article 10, Section 3 of the National Agreement and may be bid as continuous weeks.
3. An employee bidding on their first round may submit two or more bids, numbering them 1st, 2nd, 3rd, etc., preference, if he/she feels the first preference may not be approved.
4. Second Round Bidding --Ten percent (10%) of the letter carriers in each delivery unit will be granted leave during this period. (Rounding rule applies.)

The ten percent (10%) will include all annual leave, military leave, union leave to attend conventions and conferences, and long-term sick leave where it can be reasonably projected that such employees will not be available for work. Leave shall not be denied on speculation that sick leave might be required.
5. The City Carrier Seniority Roster for the Lubbock Installation shall be the basis of all scheduling for all first and second round vacation at each station/unit.
6. The employee's annual leave will follow them when bidding to another station. The employees name will not be placed in the percentage set forth in item 4.4 at the receiving station. If the annual leave is turned back, the receiving station will notify the losing station.
7. There shall be no exchanging of leave.
8. All percentages of carriers allowed off will be figured including Transitional Employees.

ITEM 5 - DURATION OF CHOICE VACATION PERIOD

1. The choice vacation period for employees represented by NALC will be from February 1, through the first full leave week of December, plus the period starting December 26, through the end of the leave year.

ITEM 6 - BEGINNING DAY OF A CHOICE VACATION SELECTION

1. The beginning day of an employee's choice vacation shall be Monday, **except for the period starting December 26, through the end of the leave year. This period may be bid as follows;**

December 26th through December 31st can be bid as a one week choice, as can the period of January 1st through the end of the leave year, OR the entire period of December 26th through the end of the leave year can be bid as a two week choice.

ITEM 7 - NUMBER OF SELECTIONS BY EACH EMPLOYEE IN BIDDING

1. No employee shall be denied the maximum annual leave allowed in Article X, Section 3.D., 1994-1998 National Agreement. Annual leave shall be granted as follows:
 - a. Employees who earn 13 days annual leave per year shall 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 option of the employee.
 - b. Employees who earn 20 or 26 days annual leave per year shall be granted up to fifteen (15) days of continuous annual leave during the period. The number of days of annual leave, not to exceed fifteen (15), shall be at the option of the employee.
2. During the first round of bidding, annual leave may be bid as consecutive days, or as two selections (one split) in units of either 5 or 10 working days. Maximum weeks will be as set in Article 10, Section 3 of the National Agreement.

ITEM 8 - JURY DUTY AND CONVENTIONS

1. Jury duty shall not be considered a part of the maximum number of employees allowed off during the choice vacation period.
2. Attendance at National and State conventions shall be handled in accordance with provisions in Item 20, below.

ITEM 9 - MAXIMUM NUMBER OF EMPLOYEES ON LEAVE DURING CHOICE PERIOD

1. Fourteen percent (14%) of the letter carriers in each station/unit will be granted leave during first round bidding, including union leave for conventions and conferences. Ten percent (10%) of the letter carriers in each station/unit will be granted annual leave the period starting December 26 through the end of the leave year.
2. In 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 - OFFICIAL NOTICE TO EMPLOYEES OF VACATION APPROVAL

1. Form 3971, Application for Leave, shall be prepared in duplicate by the carrier and the duplicate shall be furnished him/her with the approval or disapproval indicated.

ITEM 11 - NOTIFICATION OF THE BEGINNING OF THE LEAVE YEAR

1. No later than November 1, each year, carriers will be notified by a notice posted by the time clock the beginning date of the new leave year. As soon as possible after December 1, a current seniority roster will be posted on the bulletin board at each delivery unit. This roster will indicate bidding groups.

ITEM 12 - ANNUAL LEAVE OTHER THAN CHOICE VACATION PERIOD

1. Second Round Bidding

Second round bidding will commence immediately following first round bidding. This bidding shall be in groups of ten (10) employees with three (3) working days to bid. No more annual leave may be bid by each employee during this bidding than the amount of annual leave accrued or projected to be accrued for the coming leave year. Management will then have one (1) working day to post the approved leave choices and return the employees' copy of the 3971 before the next group will commence their bidding.

2. Incidental Leave

- A. Request for full weeks of incidental leave may be submitted on Form 3971 beginning immediately after completion of the second round of bidding, but not later than the Tuesday prior to the service week in which the annual leave is desired. All PS Form 3971's submitted for incidental leave, must be dated and signed by the carrier and submitted to the supervisor. The supervisor receiving the request will indicate on the PS Form 3971 the date it was submitted and will sign the PS Form 3971 in the appropriate area. 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 request will be given no later than Wednesday prior to the service week in which the leave is desired. Management will post all incidental leave in the leave book upon approval.

- B. All applications for incidental leave shall be on a first-come, first-served basis. Applications for less than a full week of leave, which is submitted within the thirty (30) days prior to the week in which leave is desired, will be based by seniority on first available day. After that first available day, it will be based on a first come, first serve basis.
- C. Vacation calendars at each delivery unit must be marked to indicate the exact days authorized for leave. 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 not more than thirty (30) days prior to the week in which 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.
- D. When less than a full week of leave is turned back, the days not available for leave will be posted in the leave book.

ITEM 13 - HOLIDAY SCHEDULE

Employees shall be selected to work on a holiday within each category in the following order, by pay locations: However, volunteers may be used prior to scheduling part-time flexibles.

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.
7. Management will post a completed holiday schedule by Tuesday prior to the service week.

ITEM 14 - OVERTIME WORK

1. For the overtime desired list only, each station will be defined as a section.
2. Overtime records will be maintained at each station on a continuing basis and made available for review **on the workroom floor by any carrier**. Overtime will be scheduled in accordance with Article 8, Section 4 & 5, of the National Agreement between the parties.
3. The procedure for posting overtime hours work is a proper subject for Labor Management Relations meetings and will be established by mutual agreement between the parties at such meetings at the local level.
4. The overtime equalization records will be updated and posted at each station quarterly.

ITEMS 15, 16 & 17 - LIGHT DUTY ASSIGNMENTS

1. Management will show the greatest consideration for employees who, through their illness or injury, are unable to perform their regularly assigned duties. Careful attention will be given to each request for temporary or permanent light duty assignments.
2. The following will be considered light duty assignments:
 - A. Office work: Processing mark-ups, repairing damaged parcels, assisting timekeepers, stocking forms and supplies, rewriting carriers' books at carrier's request, updating Form 3982, assisting training officers, and assisting with customer relations and answering telephones.
 - B. Field work: Assisting safety officers, assisting postal representatives in contacting customers, training new employees in learning routes, placing customer's names inside apartment customer's mail boxes.
 - C. Other light duty jobs within the Post Office as the injury or illness will permit.

ITEM 18 - IDENTIFICATION OF SECTION

The Lubbock, 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 - ASSIGNMENT OF PARKING SPACES

The private use of parking spaces available to letter carriers will be permitted on a first-come, first-served basis at no cost to the letter carrier.

ITEM 20 - UNION FUNCTIONS AS PART OF CHOICE VACATION PERIOD

1. The week of the State Convention shall be reserved each year for elected convention delegates. Any delegate withdrawing as a delegate must turn back their annual leave for the week of convention no later than thirty (30) days prior to the convention. If an alternate or appointed delegate does not replace him, the leave turned back shall be posted for bid on a seniority basis.
2. The week prior to the National Convention, the week of the Convention and the week following the Convention shall be set aside for the number of National Convention delegates allowed. Two weeks of this time shall be considered as choice vacation time. The week of the National Convention will not be charged against his choice vacation time. Any delegate withdrawing as a delegate must turn back their annual leave for the week of convention no later than thirty (30) days prior to the convention. If an alternate or appointed delegate does not replace him, the annual leave turned back shall be posted for bids. After delegates have been determined for the national and state conventions the union will release the remainder of these slots to be spread fairly among the stations, not to exceed 14% of the complement, including delegates. The Postmaster and Union President will jointly determine station requirements.
3. As soon as possible after the election of delegates, Management will be notified of the number of delegates and the names of the delegates.
4. Prior to the choice vacation bidding, Management will be notified of the dates of the State and/or National Convention.

ITEM 21 & 22 - POSTING AND BIDDING INFORMATION

A. Scope and Method of Posting and Bidding

- 1. Notices inviting bids shall be posted on an Installation-wide basis. All vacancies on carrier routes or newly-created letter carrier assignments and/or all city letter carrier craft full-time duty assignments, shall be posted on official bulletin boards, within 14 days of being created or vacated and will be posted on Tuesday and closed at 10:59pm on the following Tuesday. The successful bidder will be announced and posted no later than 10 days after the bid is closed. The successful bidder will be placed on the new assignment no later than the beginning of the next pay period following the announcement of the successful bidder, except for the month of December. Copies of the postings shall be given to the local union steward of each station, and the Local President.**

2. A copy of the bidding procedures shall be permanently posted on the official bulletin board at every delivery unit.
3. Carriers may bid by telephone using 1-800-222-2415 or by computer, at home or at their assigned station. ONLY if both phone and computer bidding procedures are inoperable, then manual bidding will be accepted as follows;

Carriers desiring to bid on a vacancy which has been posted shall make application on Form 1717 and enclose it in a sealed envelope. This envelope containing the bid form shall be addressed to the Postmaster, ATTENTION: "Bid enclosed". It shall be marked to show that it is a bid for the vacant route, giving the route number. This bid envelope shall be date stamped or postmarked and initialed by the supervisor or clerk in charge and must be in the Postmaster's Office no later than 8:00 a.m. on the day after bids close. A copy of the bidding procedures shall be permanently posted on the official bulletin board at every delivery unit.

Bids shall be opened at 8:30 a.m. Tuesdays. If more than one route is posted for bid, individual bids must be submitted on each route stating first, second, third choices, etc., if more than one route is bid. Route numbers must be placed on the outside of the bid envelope.

ONLY if both phone and computer bidding procedures are inoperable, then manual bidding will be accepted.

B. Posting of All Assignments of Carriers Junior to Carrier Whose Assignment Has Been Abolished

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 or highway or 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 in this Article.

OTHER ARTICLES

ARTICLE 7 - EMPLOYEE CLASSIFICATION

The President of Branch 2589, shall be given a list of names of any new employee assigned to the Carrier craft.

ARTICLE 17 - LABOR MANAGEMENT COMMITTEE

A Labor Management Meeting will be held on the third Thursday of each month at **1:30 P.M.** Scheduled Labor Management Meetings will be held. If management's representatives are not available, they will send a representative. The individual who takes minutes of the meeting will send each attendee a copy as soon as possible after the meeting. Each person will have three (3) days after receipt to verify accuracy of the minutes. Any changes will require input/approval of other members. Copies of the minutes of the Labor Management Meeting will be furnished the classified station bulletin boards and one copy to the President, Branch 2589. Steward time will be provided on the clock in order to submit Labor/Management agendas prior to the meeting date.

ADDITIONAL PROVISIONS

PUBLIC ADDRESS SYSTEMS AND TELEPHONE

1. With approval of the supervisor, any Shop Steward shall be permitted to use the Public Address system for the purpose of making announcements of interest to letter carriers.
2. Carriers shall be permitted the use of telephones for limited personal calls.

REST BREAKS

When there is no suitable place to take a rest break on the route, a letter carrier shall have the right to travel outside the route to a place to take a rest break. The carrier must utilize facilities requiring the least amount of travel.