

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



**LOCAL MEMORANDUM OF
UNDERSTANDING**

2007 Edition

2007

MEMORANDUM OF UNDERSTANDING

BETWEEN

U.S. POSTAL SERVICE

PLAINVIEW, TEXAS

AND

NATIONAL ASSOCIATION OF

LETTER CARRIERS, AFL-CIO

BRANCH 2589

DESIGNATED AGENT

LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN

THE EMPLOYER
U.S. POSTAL SERVICE
PLAINVIEW TX

THE NATIONAL ASSOCIATION OF LETTER CARRIERS
AFL-CIO BRANCH 2589
LUBBOCK, TX

This Local Memorandum of Understanding is entered into on September 28, 2007, at Plainview, TX, between the representatives of the United States Postal Service and designated agents of the National Association of Letter Carriers, AFL-CIO Branch 2589, pursuant to the Local Implementation Provisions of the 2006-2011 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

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ARTICLE 1
UNION RECOGNITION

In accordance with Article 1, National Agreement, the Employer recognizes the Local National Association of Letter Carriers #2589 as the only designated Branch bargaining representative for all employees of this craft in Plainview, TX.

ARTICLE VIII
Hours of Work

- A. Non-scheduled day shall be on a rotating basis.
- B. Wash-up periods.
 - 1. Employees shall be expected to be clean through the day and any reasonable time shall be allowed for wash-up periods.
- C. Overtime records will be maintained on a continuing basis. Overtime will be scheduled in accordance with Article VIII, Section 5 of the National Agreement.

ARTICLE X
LEAVE

- A. Management will notify employees on bulletin boards by November 1, when the new leave year begins.
- B. A work week for leave purposes will begin at 12:01 AM on Monday and end at 12 Midnight the following Sunday.
- C. If the union notifies management in writing that the weeks of National and State conventions will not be utilized by a carrier attending the convention, then those weeks may be opened for bid on the calendar prior to its circulation. If the notification is received in the midst of the circulation of the calendar, then the week(s) will be opened on the calendar after the calendar completes that round. If the notification is received after the calendar has been completed, then it will be re-opened for bid for a period of five (5) calendar days.
- D. All leave turned back **must be done so within 48 hours of the day and or days to be turned back.**
 - (1) All leave turned back will be in 8 hour increments, and will be submitted on a 3971.

(2) Only full weeks of leave turned back by Tuesday prior **must be re-posted for bid for a period of 2 days.**

(3) The seniority for approving leave for weeks “turned back” shall begin with those junior to the person turning back the leave, and then rotates to the top of the seniority list.

CHOICE VACATION PERIODS

A. The choice vacation period begins the first full week of January through the last full week in December, and will be the first circulation of the calendar. The carrier’s choices of choice vacation period will be color coded in yellow.

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

C. First round vacation bidding will be accomplished in groups of four (4) employees, by seniority, 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. **The leave book will never leave the Post Office.**

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.

D. 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.

E. Employees who earn 13 days annual leave per year, at the employee’s option, may request two (2) selections of their choice, in units of either five (5) or ten (10) working days, the total not to exceed ten (10) days.

F. Employees who earn 20 or 26 days annual leave per year, at the employee’s option, may request two (2) selections of their choice, in units of either five (5) or ten (10) working days, the total not to exceed fifteen (15) days.

G. The percent of letter carriers granted annual leave during the choice period application will be:

1. Fourteen (14) percent year round for first and second round bidding, except for ten (10) percent the week prior to Christmas and five (5) percent the week including Christmas Day.

This will include military leave and union leave for conventions and conferences. In applying the percent, any fraction of the .50 or more (rounding rule applies)

will mean an additional employee. Any fraction of less than .50 will be discarded. Any leave slots filled by military leave will be re-opened for bid if a TE is hired to replace the military leave.

E. Management shall provide notice to each employee of the choice vacation schedule approved for the employee.

1. The employee shall make requests on form 3971, in triplicate, original to management, one copy to employee when submitted, one copy to employee when approved or disapproved. If approved, this copy will serve as their official notification of their choice vacation schedule; if disapproved, it will contain the reason why. In either event, it will be signed by a management employee.

F. Any employee on extended leave and unavailable to exercise their selection of a choice vacation period when it is their turn, will be passed over and afforded the opportunity at a later date.

1. The union will be notified before an employee is passed over.

PROCEDURES FOR SUBMISSION OF APPLICATION FOR ANNUAL LEAVE DURING OTHER THAN THE EMPLOYEE'S CHOICE VACATION PERIOD.

A. Other than choice vacation period bidding begins immediately following first round choice bidding. The carrier's choices of other than choice period will be color coded in pink. This will follow the same group bidding process as choice.

B. Employees may request two separate selections not to exceed ten or fifteen working days, in units of five or ten working days (beginning on a Monday and ending on a Saturday,) until the calendar has completely passed through the employee roster.

- 1. No employee will be allowed to apply for more annual leave than accumulated and accrued, including that which is credited for the current leave year.**

C. Management shall provide notice to each employee of the vacation schedule approved for the employee.

1. The employee will make request on Form 3971, in triplicate, original to management, one copy to employee when submitted, one copy to employee when approved or disapproved. If approved, this copy will serve as official notification of their vacation schedule; if disapproved, it will contain the reason why. In either event, it will be signed by a management employee.

- D. The percent of letter carriers, granted annual leave during other than choice period application will be Fourteen (14) percent year round, except for ten (10) percent the week prior to Christmas and five (5) percent the week including Christmas Day. This will include all annual leave, military leave, convention and conference leave, and long-term sick leave when it can be reasonably projected that employees who are on extended sick leave will not be able to work in the delivery unit where leave is requested. Any leave slots filled by military leave and/or long term sick leave will be re-opened for bid if a TE is hired to temporarily replace the employee on military or sick leave. In applying the percent any fraction of .50 or more (rounding rule applies) will mean an additional employee. Any fraction of less than .50 will be discarded.

PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR
INCIDENTAL LEAVE

- E. This leave will be submitted on form 3971 no earlier than thirty calendar days prior to the beginning day of leave requested or later than 10:00 a.m., Tuesday prior to the service week in which annual leave is desired. Approval or denial will be given within 48 hours for all incidental requests.
1. Annual leave may be applied for and may be granted in any increment, whether timely or above the percentage limit depending on available help.
 2. Employee must personally hand their Form 3971s to a management employee who will immediately sign, date, and time its receipt, as all incidental leave granted will be on a first come, first serve basis.
 3. The percent of letter carriers, granted annual leave during incidental leave period will be ten (10) percent year round, except five (5) percent the week including Christmas Day. This will include all annual leave, military leave, convention and conference leave, and long-term sick leave when it can be reasonably projected that employees who are on extended sick leave will not be able to work in the delivery unit where leave is requested. Any leave slots filled by military leave and/or long term sick leave will be re-opened for bid if a TE is hired to temporarily replace the employee on military or sick leave. In applying the percent any fraction of .50 or more (rounding rule applies) will mean an additional employee. Any fraction of less than .50 will be discarded.
 4. Any request that is denied will retain priority for approval over any future requests for the same time period.

ARTICLE XI
Holiday Work

The method of selecting employees to work on a holiday shall be:

- A. As many full time regular employees as can be spared will be let off after service needs are fulfilled.
- B. Part-time flexibles used next, even if overtime is required.
- C. Full time regulars who wish to work on what would ordinarily be a work day for them, but is their designated holiday.
- D. Transitional Employees, even if overtime is required.
- E. Full time regulars who volunteer to work on what would ordinarily be their day off.
- F. Ordinary day off full time regulars who did not volunteer, starting with junior employees.
- G. Designated holiday full time regulars who did not volunteer starting with junior employees. **(On 11-9-04, Diane and EC determined that this means to rotate beginning with each quarter.)**

ARTICLE XIII

Assignment of Ill or Injured Regular Work Force Employees

A. Light Duty Assignments

- 1. To aid and assist employees, who, through their illness or injury, are unable to perform their regularly assigned duties, management should make every reasonable effort to provide temporary or permanent light duty assignments as the need requires. Generally, these light duty assignments shall consist of: assisting other carriers with office work; assisting the **supervisor**; and doing other light duty jobs within the Post Office as the injury or illness will permit.
 - 2. Field Work: serving auxiliary mounted routes; assisting safety officer; assisting postal representatives in contacting patrons; train new employees in learning routes, special delivery assignments, station collections or any other collections that do not require any heavy lifting; placing patron's names inside patron's mail boxes.
- B. This light duty assignment shall be incurred upon doctor's written orders and in conjunction with postal procedures.
 - C. The length or duration of this assignment shall be based upon the nature of the injury or illness and the doctor's judgment of recovery.

D. Every effort will be made to comply with this practice.

ARTICLE XIV
Safety and Health

A. The Postal Service, Plainview, TX, shall pursue an active Safety program with an objective of reducing industrial and vehicle accidents.

1. In view of the fact that by nature of their work, carriers are involved in the majority of the accidents, then they shall be included in the planning and operation of positive safety programs to a degree, percentage-wise or greater, according to the number of employees.

a. A carrier representative on said committee shall be made by selection of the branch.

2. The local Postal Service shall welcome and consider all recommendations submitted to them by the safety committee and other employees concerning safety.

3. Matters involving lighting, ventilation, heating, sanitation and the elimination of safety and health hazards shall be of particular concern.

4. It shall be the policy of the Plainview Postal Service that qualified personnel in first aid be on the workroom floor during carrier duty hours.

5. No carriers shall be required to drive a vehicle which he considers unsafe and which the immediate supervisor verifies. If supervisors disagree with the carrier as to safety of the vehicle, the carrier shall be given assignment in writing.

B. 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.

1. Whenever there is a Civil Defense warning of emergency, this shall apply to the carrier craft. (This includes all forms of severe weather.)

C. The above language (1) will become completely effective when there are fifty or more employees at the installation, or with less than fifty employees, when a request of the Installation Head has been approved.

ARTICLE XVII
Representation

Section 5. Labor-Management Committee Meetings

- A. Management shall call a meeting at least once each quarter with local exclusive employee organizations. The purpose of the meeting will be to confer, but not negotiate, with respect to nation-wide personnel policies and practices and matters affecting working conditions, matters affecting the basic agreement, supplements thereto and interpretations and disputes arising out of the administration of local agreements.
- B. In no event is there to be more than one such meeting each month.

ARTICLE XX
Parking

- A. Management and crafts agree to try and further employee parking facilities.
- B. Management shall observe Article XX, Section 2, of the National Working Agreement.
- C. Designation of vehicle number applied to parking place.

ARTICLE XXIV
Employees on Leave with Regard to Union Business

The number of employees on annual leave to attend union activities will be to the maximum extent possible and still not impair service needs; emergency leave conditions will be handled as best as possible when the needs arise.

ARTICLE XLI
Letter Carrier Craft

When a letter carrier route or full time duty assignment, other than the letter carrier routes(s) or full time duty assignments(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 the unit held by the letter carriers who are junior to the carrier(s) whose routes(s) or full time duty assignments(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.

Appendix A (Item 18)
(Carry-over Article XII, Section 4)
Reassignments

- A. The identification of assignments comprising a section, when it is proposed to reassign within an installation, employees excess to the needs of a section.
 - 1. If employees are to be excessed in a section, management will consult with the craft as soon as possible.

The matters set forth hereinafter are entered into and constituted addendum to the 2007 Memorandum of Understanding between the U.S. Postal Service, Plainview, TX and the National Association of Letter Carriers, Branch 2589 and are agreeable to both parties as stated:

IN WITNESS WHEREOF THE PARTIES hereto affix their signatures this 28th day of September, 2007.

UNITED STATES POSTAL SERVICE
PLAINVIEW TX

NATIONAL ASSOCIATION
OF LETTER CARRIERS
LOCAL BRANCH #2589
LUBBOCK, TX

Randy Turner, Postmaster

Mitch Terral, NALC, President