

This Memorandum Of Understanding Entered Into on April, 18<sup>th</sup>, 2013 at Bozeman, Montana between the Bozeman U.S. Postal Service And The National Association Of Letter Carriers-AFL-CIO, Branch 1028 Pursuant To Local Implementation As Provided In The 2012 National Agreement Article XXX , Constitutes The Agreement On The Matters Relating to Article XXX, Items 1 Through 22.

In Witness Whereof :

For  
U.S. Postal Service

For NALC AFL-CIO  
Bozeman Local

By \_\_\_\_\_

By\_\_\_\_\_

Postmaster  
Bozeman, Montana  
Dated \_\_ / \_\_ / \_\_

President, NALC Branch 1028  
Bozeman, Montana  
Dated \_\_ / \_\_ / \_\_

**ITEM 1: ADDITIONAL OR LONGER WASH-UP PERIODS.**

Installation head shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

**ITEM 2: THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE (5) DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.**

All regular carriers' workweek of 5 days shall have either fixed or rotating days off as defined in route postings. Reserve letter carriers and unassigned regulars serving assignments of 5 days or more shall have either fixed or rotating days off as bid or opted.

**ITEM 3: GUIDELINES FOR THE CURTAILMENT OF TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.**

After a thorough review of Local Authority declarations when Postal Authorities declare an emergency condition exists, which endangers the well being of a carrier, they shall take prompt action to alleviate such danger and notify all employees as soon as possible.

**ITEM 4: FORMULATION OF THE LOCAL LEAVE PROGRAM.**

There shall be two rounds of bidding on annual leave. Each round will be on a seniority basis. The first round, employees may bid their guaranteed choice vacation period. The second round, employees may bid their remaining leave earned for that year in any week(s) available.

A. The duration of the vacation period shall be 52 consecutive weeks starting with the third (3<sup>rd</sup>) full week in January.

B. Bidding for choice time annual leave will be conducted in groups of sufficient size to complete the bidding within a 60 day period. The groups will be posted by seniority. Each group will have 24 hours to complete their selection. Without justifiable reason (i.e. emergency leave), carriers failing to submit their annual leave bid by 4:00 PM on their scheduled day of bidding, shall be temporarily passed over and can bid after the next scheduled block of bids. The vacation sign up shall start the third (3<sup>rd</sup>) Monday in November or the first working day after.

C. Employees wishing to turn back previously approved leave weeks or surrender a portion of approved leave time must do so one week prior to the beginning of the leave. Failure to meet this notification requirement will require the employee to take the leave as scheduled. A waiver of the one week notification period will be allowed only in the case of emergency. At management's option, an employee may be allowed to work all or part of the week for which the leave was returned. The employee may be required to work whatever assignments are available if their regular route has already been opted and scheduled.

D. Full weeks of leave returned one week prior per the above provisions will be posted for bid as soon as possible and for at least 36 hours to all employees junior to the junior employee having approved leave during the returned period, and will be approved by seniority. If no junior carrier bids for the vacation leave period, the bidding reverts to the senior carrier on the seniority list.

E. When an employee runs out of annual leave, the employee must immediately surrender any scheduled leave already not taken.

F. Each employee will be personally responsible to request enough annual leave to preclude forfeiture of annual leave at the end of the leave year.

G. Employees whose scheduled day of bidding coincides with their non scheduled day or scheduled annual leave can submit bids by phone or in person. Management will update annual leave calendar and have updated calendar available to carriers by 4:00 PM the work day prior to a carriers scheduled day to bid.

H. Exchange of annual leave will be permissible by mutual consent of the parties involved and approval of management and local NALC.

I. One military leave slot will be granted which will not be charged against the number of employees or the percentage allowed off during the period. If additional military slots are needed, vacation slots may need to be reserved. This will be discussed if the situation arises.

J. Following the second round of annual leave bidding, CCA's may bid, by seniority, any remaining weeks available, providing they have accumulated the necessary annual leave.

#### ITEM 5: THE DURATION OF THE CHIOCE VACATION PERIOD(S)

The duration of the choice vacation period shall be the 52 consecutive week period which begins with the new leave year.

**ITEM 6: THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.**

Monday shall be the beginning day of an employee's vacation period.

**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. Employees who earn 13 days annual leave per year may request two (2) selections of five (5) continuous work days or one (1) selection of ten (10) continuous days.

B. Employees who earn twenty (20) or twenty-six (26) days annual leave per year may request on of the following:

- (1) One selection of five (5) days.
- (2) Two selections of five (5) days.
- (3) One selection of five (5) days and one of ten (10) days.
- (4) One selection of ten (10) days.
- (5) One selection of fifteen (15) days.

**ITEM 8: WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.**

A. Jury duty and attendance to National or State NALC conventions shall not be charged to the individual's choice vacation period.

B. During the week of the NALC State Convention, the NALC reserves up to three (3) slots of annual leave for delegates. Two (2) slots shall be reserved from vacation bidding for two (2) delegates. The third slot will not be charged against the number of employees or the percentage allowed off during this period.

**ITEM 9: DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.**

A. The number of employees who shall be granted annual leave during each week of the choice vacation period shall be as follows:

(1) 12.5% from the first Monday in May through the last Sunday in November.

(2) 10% for the rest of the year.

B. Calculation of the above percentages shall be based upon the complement of carriers in a leave earning capacity as of November 1st. A fraction of .50 or more will be rounded up, a fraction of .49 or less will be rounded down. Those employees who are considered LDC 69 or the equivalent will not be counted into the complement nor will their name be included on the annual leave sign up board for the carriers.

C. All annual leave slots still available after the completion of the two rounds of leave bidding, including all slots later relinquished or returned, shall be granted as incidental leave up to the percentages established in Item 9, Section A.

**ITEM 10: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.**

The placement of the employee's name on the vacation calendar and return of an approved PS Form 3971 is confirmation of annual leave granted for the week(s) he/she has chosen. A PS Form 3971 shall be submitted in duplicate by all employees at the time of bidding; exceptions may be granted in serious emergency situations.

**ITEM 11: DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.**

Management shall notify employees of the new leave year no later than November 1 by utilization of bulletin boards.

## ITEM 12: THE PROCEDURES FOR SUBMISSION OF APPLICATION FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD.

A. No more than two (2) total advance requests for incidental leave from one individual shall be on file at any one time. This applies to any and all incidental leave requests.

B. Incidental leave in 40 hour increments shall be granted on a first come first served basis. Requests must be submitted on a PS Form 3971 at least 48 hours prior to the scheduled weekly posting. Management shall notify the employee of the approval or disapproval of the request within 72 hours after the 3971 is submitted.

C. A letter carrier may have only two incidental leave requests on file at one time, the total not to exceed fifteen (15) days. When a leave request is used or pulled by the carrier, it becomes null and void. If a leave request is denied due to insufficient open slots on the board, the letter carrier shall have the option to leave the request on file in case the slot becomes vacant. The leave request is counted as a request on file.

D. Day to day (incidental) annual leave of less than 40 hour increments shall be granted up to the percentages established in Item 9, Section A on a first come first served basis. Written requests (on PS 3971) must be presented personally to the supervisor at least 48 hours in advance of the time requested. Management shall notify the employee of approval/disapproval no less than 24 hours prior to the start of the leave period, or within 72 hours after the 3971 is submitted, whichever comes first.

E. Requests for incidental annual leave above the Item 9, Section A percentages shall be considered and shall be granted solely at the discretion of management.

## ITEM 13: THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

A volunteer list will be posted the Tuesday preceding the holiday schedule posting to solicit full time volunteers to work their holiday, designated holiday or non scheduled day off. After the volunteers have been solicited, the necessary number of employees needed to work their holiday, designated holiday or non scheduled day off will be selected as follows:

1. All part time flexible employees to the extent possible, even if overtime is required.
2. 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 by seniority.
3. CCA employees
4. All full time and part time regular volunteer employees who possess the necessary skills and have volunteered to work their non scheduled day by seniority.
5. Full time regulars who **do not volunteer** on what would be their non scheduled day by inverse seniority.
6. Full time regulars who **do not volunteer** on what would otherwise be their holiday or designated holiday be inverse seniority.

ITEM 14: WHETHER “OVERTIME DESIRED” LISTS IN ARTICLE 8 SHALL BE BY SECTION OR TOUR.

The overtime desired lists shall be by section and shall be posted and updated quarterly.

ITEM 15: THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

Management and the NALC shall meet and discuss each request. After these discussions have been completed, management shall, to the extent possible, afford a productive light duty assignment to meet the particular needs of the injured or ill employee.

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.

Any full-time regular or part-time flexible employee recuperating from a serious illness or injury and temporarily unable to perform the assigned duties may

voluntarily submit a written request to the installation head for temporary assignment to a light duty or other assignment. The request shall be supported by a medical statement from a licensed physician or by a written statement from a licensed chiropractor stating, when possible, the anticipated duration of the convalescence period.

A. Assignment to a temporary light duty assignment shall be in accordance with the provisions of Article 13 in the National Agreement and other laws and regulations.

B. Employees must provide supporting medical documentation after each thirty (30) day period or as requested.

C. NALC will be kept informed of issues concerning light duty assignments.

#### ITEM 17: THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

A. Light duty assignment is defined as an assignment within the physical capabilities and limitations of an employee temporarily or permanently incapable of performing normal duties due to illness or injury. Light duty assignments include but are not limited to:

- (1) Assisting routes by casing mail.
- (2) Marking up carrier mail.
- (3) Updating carrier route books and maps.
- (4) Delivering auxiliary mounted routes within the employee's physical capabilities.
- (5) Delivering and collecting express mail.
- (6) Re-labeling cases.

#### 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.

The assignments comprising a section shall be city delivery carriers and router assignments.

#### ITEM 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.



Employee parking will be provided as is.

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 A PART OF THE TOTAL CHOICE VACATION PLAN.

A. During the week of the NALC Regional Assembly and the NALC National Convention, the NALC reserves up to two (2) slots of annual leave for attendees for each event. This shall be inclusive in the total slots. The NALC will provide dates for these events in advance of annual leave bidding for the calendar year.

B. Attendance to the NALC Regional Assembly and other Union activities shall not be charged to the individual's choice vacation period.

ITEM 21: THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.

A. Full-time regular carriers scheduled in or called in on a non-scheduled day, will work his/her full time duty assignment if there is a vacant assignment on the string to which the T-6 may be assigned. Otherwise, the carriers working on his/her non-scheduled day will be assigned where needed. If a PTF carrier is on an opt, they can volunteer to change assignments for the day.

ITEM 22: LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENORITY, REASSIGNMENTS AND POSTING.

A. Bidding and opting for vacant letter carrier craft assignments within Bozeman, Montana Post Office shall be installation wide.

B. Vacant craft duty assignments shall be posted for a period of seven (7) days. When an absent employee has so requested, in writing, stating his/her mailing address, a copy of any notice inviting bids shall be mailed to the employee. To be valid, both the request and response must be certified. A steward or other Union officer shall be present when the bid boxes are opened.

C. If several assignments are posted simultaneously, carriers may bid on two (2) or more by stating on PS form 1717A the first choice, second choice, etc.

D. A copy of job postings shall be furnished to the NALC Branch 1028 President or steward.

E. An assignment shall be reposted when there is a change of more than one (1) hour in starting time, effective with the signing of this LMOU.

F. A copy of the seniority list will be posted semi-annually. A copy will be furnished to NALC Branch 1028.

G. All temporary work assignments in duration of more than five (5) days will be posted a minimum of seventy-two (72) hours prior to the start of the temporary work assignment for bidding by eligible employees. Successful bids will assume the schedule of the temporary assignment.

H. "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 the 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."