#### **MEMORANDUM OF UNDERSTANDING**

#### **BETWEEN**

# THE UNITED STATES POSTAL SERVICE GREAT FALLS, MONTANA

#### AND

THE NATIONAL ASSOCIATION OF LETTER CARRIERS

AFL-CIO BRANCH 650

GREAT FALLS, MONTANA

#### 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 carrier's workweek of five (5) days shall have either fixed or rotating days off as defined in route posting. 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 OR 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. At such times when a carrier is outside the office and management communications to him/her regarding the emergency which may affect his/her well-being cannot be given to him/her in a timely manner, it is natural for the carrier to determine the proper actions to take based upon his/her mature good judgment; when and if such is done, he/she shall communicate with management as soon as possible.

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

There shall be three (3) 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 which will be marked in red. The second round, employees may bid their remaining leave earned for that year, in any space(s) available, marked in any color, other than red. The third round is to provide employees the opportunity to bid remaining accrued annual leave in weekly increments. Each employee will be personally responsible to request enough annual leave to preclude forfeiture of annual leave at the end of the leave year. The posting of the leave board and bidding of leave for the next year will commence on Monday of the first full week in January.

A. The duration of the vacation period shall be the entire year, starting with the first full week in March until the first full week in March of the following year.

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- B. Voluntary return to work during vacation shall constitute forfeiture of the rest of the week. The relinquishing employee shall notify management or management's representative not later than 1500 hours on the day preceding his/her voluntary return to work. If Monday is the return to work day, the relinquishing employee shall notify management or management's representative by 1500 hours on the preceding Saturday.
- C. Bidding for choice time annual leave will be conducted in groups of sufficient size to complete the bidding of leave within a 21 day period. The groups will be posted by seniority. Each group will have 48 hours to complete their selection. Without justifiable reason (i.e. emergency leave), after the initial 48 hour period, an employee shall be temporarily passed over and may bid at any time after on what is available. No bumping allowed.

ITEM 5: THE DURATION OF THE CHOICE VACATION PERIOD(S). The choice vacation period shall be the entire 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 (2) SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

- A. Employees who earn 13 days annual leave and under per year may request two (2) selections of five (5) continuous work days or one (1) selection of ten (10) continuous work days. This includes the non-career carrier workforce. Non-career carriers must have accrued annual to cover the requests when taken.
- B. Employees who earn twenty (20) or twenty-six (26) days annual leave per year may request one of the following:
  - One (1) selection of five (5) days.
  - Two (2) selections of five (5) days.
  - One (1) selection of five (5) and one of ten (10) days.
  - One (1) selection of ten (10) days
  - One (1) selection of fifteen (15) days

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## 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 conventions shall not be charged to the individual's choice vacation period.

- B. During the week of the NALC State Convention, the NALC reserves as many slots of annual leave as needed for state and local delegates, inclusive in the total slots.
- C. During the week of the NALC National Convention, the NALC reserves up to three (3) slots of annual leave for state and local delegates, inclusive in the total slots.
- D. During the NALC Food Drive, the NALC reserves one Saturday slot for the local food drive coordinator.

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

The leave board shall contain slots to show a percentage of no less than fourteen (14) percent of the carrier work force at each facility to be on vacation each week with the exception of the four full weeks in December which will show a percentage of no less than nine (9) percent of the carrier workforce at each facility to be on vacation each week. All fractions of slots will be rounded up to the next whole number.

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

The placement of the carrier's name on the vacation board and return to the employee 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 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 November1, by utilization of bulletin boards.

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

- A. Day to day (incidental) annual leave will be granted to all classes of carriers on a first come/first serve basis up to the percentages in Item 9 of the memorandum. Written requests must be placed in the appropriate annual leave box (postmarked and time clock dated) not less than two (2) days prior to requested leave in order for leave to be guaranteed. No more than three (3) advance requests for incidental annual leave from one individual shall be on file at any one time.
- B. Item A is in effect except for holiday schedule weeks when such requests must be turned in by the end of shift on Monday for the holiday schedule.
- C. Emergency leave shall fall within contractual guidelines.

#### 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 regular employee volunteers at each facility. After the volunteers have been solicited, the employees will be selected to work their holiday or designated holiday in each facility as follows:

- 1) All part-time flexible employees to the extent possible, even if payment of overtime is required.
- 2) All full-time and part-time regular employees who possess the necessary skills\* and have volunteered to work on their holiday or their designated holiday by seniority.
- 3) All City Carrier Assistant employees.
- 4) All full-time and part-time regular employees who possess the necessary skills\* and have volunteered to work on their non-scheduled day, by seniority.
- 5) Full-time and part-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)** Full-time and part-time regular employees who possess the necessary skills and have not volunteered to work what would otherwise be their holiday or designated holiday, by inverse seniority.

\*Proper driver's license and/or knowledge of collections.

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### ITEM 14: WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

Forced to work lists shall be posted and updated quarterly. The Overtime Desired List shall be facility wide. The facilities are defined as the CMR station and the Main Post Office. Any change in facilities requires consultation between labor and management. Prior to any non-ODL carrier being required to work their non-scheduled day management shall require ODL, CCA, TE and/or PTF carriers from either facility to work their non-scheduled day first.

# 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's and the NALC's dual responsibility representatives of both parties shall meet and discuss all ramifications involved. Representatives shall meet as soon as possible, but not to exceed two (2) working days upon receipt of a request and medical status report, to meet the needs of the injured or ill employee. After these discussions have been completed, management shall, to the extent possible, afford a 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.

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

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.

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

The NALC Branch 650 President will be assigned, as posted, the first available parking spot proceeding through security gate at the main post office. All other letter carrier parking will be provided as is. In the event parking space is lost, management shall make available parking space equal to those parking spaces that are lost. Branch 650 President shall be consulted before any action is finalized. These parking spaces will be as close as possible to the pay location, insofar as it does not conflict with local, state or national laws.

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# 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 TOTAL CHOICE VACATION PLAN.

- A. During the week of the NALC Regional Assembly (Rap Session), the NALC reserves as many slots as needed of annual leave for the state and local attendees. This shall be inclusive in the total slots.
- B. Attendance to the NALC Regional Assembly and other Union Activities shall not be 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. The installation head or his/her designee shall meet with the appropriate representative of Branch 650 on the second Friday of each month, as needed, or at any other time as may be mutually agreed upon. The meeting, time and day will be by mutual agreement. Emergency meetings may be scheduled on a bilateral basis.
- B. It is agreed that agenda items for discussion at the meeting shall be Exchanged by the President of Branch 650 (or his/her designee) and the Postmaster (or his/her designee) on the Monday directly preceding the Friday meeting.
- C. Not later than November 15, representatives of management and of Branch 650 shall meet for the purpose of consulting on the policies to be established in the local Christmas operation.
- D. 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. "To enable the T-6 carrier to achieve the essence of his/her bid assignment, he/she will be allowed to displace an employee who has opted to cover an assignment under the provisions of Article 41, Section 2 B. 3, 4 and 5 as long as such route is one of the T-6 carrier's string of routes and if none of the other routes in his/her string are available." Otherwise, the carrier working on his/her non-scheduled day will be assigned where needed.
- E. Employees may opt in all facilities and CCA, PTF and/or TE carriers may be shared as necessary for operational needs. CCA, PTF and TE opts may only be broken due to Item 21, Section D of this agreement and as provided in the National Agreement.

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

A. Vacant craft duty assignments shall be posted for a period of ten (I0) calendar days. When an absent employee has so requested in writing, stating his or 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.

- B. All job postings shall be furnished to the NALC Branch 650 President.
- C. An assignment shall be reposted when the number of gained and lost possible deliveries is 50% or more, from the most recent route adjustment.
- D. 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, except when all assignments in a unit have changed by the same amount.
- E. A copy of the seniority list will be posted semi-annually. A copy will be sent to NALC Branch 650.
- F. "When a letter carrier route or full-time duty assignment, other than the letter carriers route(s) or full-time assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but limited to, route adjustments, highway, housing projects, all routes and full-time assignments at the unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article."

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## MEMORANDUM OF UNDERSTANDING

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This Memorandum of Understanding is entered into on November 10, 2017 at the Great Falls, Montana Installation, between the representatives of the United States Postal Service and the designated agent of NALC Branch 650, pursuant to the Local Implementation Provisions of the 2016 National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight September 20, 2019, 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.

Alan Serfoss Postmaster

Julie Quilliam, President NALC, Branch 650