

# **2016 LOCAL MEMORANDUM of UNDERSTANDING**

## **Between USPS Management in Racine Wisconsin and NALC Belle City Branch 436**

### **ARTICLE 8 - HOURS OF WORK**

Section 1 In accordance with the current National Agreement.

Section 2 All regular carriers will be on a rotating work cycle.

Section 3 Exchanging of non-work days is permitted within swing groups when it is agreeable between all the carriers involved and the supervisor. Such requests must be in writing.

Section 4 The overtime desired list (OTDL) for the carrier craft shall be at the employees primary work location. Carriers signing the overtime desired list will work at his/her primary work location and may work to a maximum of twelve (12) hours a day or sixty (60) hours in a service week. Full-time carriers signing the "work assignment" overtime desired list are to be considered available for up to twelve (12) hours per day on regularly scheduled days. The parties recognize that it is normally in their best interest not to require employees to work beyond ten (10) hours unless there is no equally prompt and efficient way in which to have the work performed.

Section 5 A reasonable wash-up time will be granted to those employees who perform dirty work or work with toxic materials.

### **ARTICLE 10 – LEAVE**

Section 1 Carriers will be granted annual leave on their birthdays and wedding anniversaries, to the extent possible, if two weeks notice is given to his/her supervisor. Management will give the carrier an answer within seven days.

Section 1.A For incidental annual leave requested two or more weeks prior to the day requested, management will give the carrier an answer within seven days. All other incidental leave requests will be returned to the carrier no later than 10 am on the employee's last scheduled day preceding the requested day off.

Section 2 The vacation lists for carriers will include only names of those employees duly represented by NALC Branch 436 as the exclusive organization for the carriers.

Section 3 The choice vacation periods will be designated as the week following Easter Sunday each year, the first full week in May through the week including the Columbus Day holiday in October and the week that includes the Thanksgiving Day holiday in November.

Section 4 The non-choice vacation period shall encompass all other weeks not covered by the designated choice vacation periods listed in Article 10, Section 3, except for the full weeks following the week containing the Thanksgiving Day holiday through the week preceding the Christmas Day holiday which will also be considered non-choice but shall be limited to five vacation slots per week.

Section 5 Bids for choice vacation periods will be on a strict city-wide seniority basis.

Section 6 Vacation posted lists will designate fifteen (15) names seniority-wise and each group will be given up to 24 hours in which to make their choice. A duplicate copy of the vacation list will be furnished to the President of NALC Branch 436.

Section 7 Carriers earning 20 or 26 days of annual leave per year and entitled to 15 days during the choice period may pick three (3) consecutive, two (2) consecutive, two (2) separate or a single (1) week as their initial selection. Second round picks may be for two (2) or one (1) week periods again adhering to seniority.

Section 8 Carriers earning 13 days of annual leave per year and entitled to 10 days during the choice period may pick two (2) consecutive, two (2) separate, or a single (1) week as their initial selection. Second round picks will be for one (1) week period again adhering to seniority.

Section 9 The maximum number of employees allowed off is as follows: 12% off in the choice period and 8% off in non-choice period and the week between Christmas and New Years. When figuring the percentage, any percentage over .5% will be rounded up to the next whole number.

Section 10 After the second round of vacation picks, any unused slots will be considered "non-choice" and the number of slots available will be reduced to the same number of slots as the rest of the "non-choice" period (8%). Those weeks will then be available for the third round of vacation picking. Third round picks may be for two (2) consecutive, two (2) separate or a single (1) week.

Section 10.A In the event that any vacation week on the list drops below 9 slots, one slot will be provided for individual days off, up to five days max. Individual days will be awarded on first come, first granted basis. If there is more than one bid placed at the same time, the carrier with seniority will be awarded that day.

Section 11 Any carrier who wishes to relinquish their vacation pick must notify both management and the union in writing at least two (2) weeks prior to their scheduled vacation. The relinquished period will be made available to the senior carrier who did not have the opportunity to make the selection of their choice and will run the entire roster. If all carriers had an opportunity to make a selection, then the week will be awarded based on seniority. All qualifying relinquished weeks will be made available for reposting.

Section 12 Those employees that must perform military duty during the choice period must notify the employer prior to the beginning of annual leave bidding of the dates of military duty. Military leave will be able to take only two (2) vacation slots each year. Military leave will not be counted as a vacation pick.

Section 13 The Union will notify the employer prior to the beginning of annual leave bidding the dates of the union conventions and regional training seminar and the number of delegates or trainees the union will send to each. These slots will be reserved on the vacation list as BRANCH 436. This will not be considered a vacation pick for the persons selected to be a delegate or trainee. If the Branch finds that fewer people will attend a convention or regional training seminar than anticipated, the Branch will relinquish the unneeded slots in accordance with Article 10, Section 11.

Section 14 Management shall make every effort to grant up to one (1) week of annual leave to any employee for the purpose of getting married.

Section 15 The vacation list will be posted no later than December 1st for vacation choices for the following year.

Section 16 Extended leave may be granted for a maximum of four (4) weeks providing the employee makes a written request to the Postmaster and NALC Branch 436 one (1) month previous to the posting of the vacation list. Upon approval of both parties, he/she will be allowed to pick four (4) consecutive weeks when it is his/her turn to pick vacation according to the seniority list. The employee then loses his/her pick by seniority for his/her second pick and will pick at the bottom of the second round.

Section 17 The local union will be responsible for maintaining and updating the vacation list during vacation picking.

Section 18 The beginning of a carrier's annual vacation week will begin at 12:01am on Monday and end at 11:59pm on Sunday.

Section 19 CCA's will begin bidding along with regular carriers on December 1 for single week slots. One slot will be added to the vacation board and specified for CCA's only. That slot will be at the bottom of the board and be selected by relative standing order. Any weeks that remain open after the bidding process completes will close and be considered for individual day incidental annual leave only. A CCA that bids on and has the week reserved must have sufficient annual leave balance to cover leave for the week or the week will be considered relinquished and revert to incidental leave.

Section 19-A

Promoted CCA's will maintain their selections. If converted to full time carrier and the leave selection is in the first 90 days after conversion, LWOP will be granted for leave selection in lieu of Annual Leave.

## **ARTICLE 11 – HOLIDAYS**

Section 1 In establishing and posting schedules for holidays and days designated as holidays and in compliance with Article 11, Section 6 of the current National Agreement, the priorities set forth below will be followed:

- a. Part-time flexibles and CCA's, even if overtime is necessary.
- b. Full-time regulars who have volunteered to work on the holiday or designated holiday when such days otherwise would be part of their work schedule. Selections will be made on a seniority basis.
- c. Full-time regulars who have volunteered and who will be working on what would otherwise be their non-scheduled work day. Selection will be made on a seniority basis.
- d. Full-time regulars who have not volunteered and whose holiday or designated holiday it is, selected in inverse order of seniority.
- e. Full-time regulars who have not volunteered and whose non-scheduled day it is, selected in the inverse order of seniority.
- f. All other full-time regulars who have not volunteered, selected in the inverse order of seniority.

Section 2 Carriers selected to work on their non-scheduled day or their designated holiday will be assigned to their own route, to the extent possible. Utility (T-6) carriers will be moved to a route within their bid assignment.

Section 3 The parties recognize that it is normally in their best interests not to require part-time flexible and CCA's to work beyond ten (10) hours at his/her station.

## **ARTICLE 12 PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENT**

Section 1 Bidding for vacant assignments will be restricted to full-time letter carriers city-wide with seniority as the determining factor.

Section 2 Carriers will be given a reasonable amount of time on the clock and assistance if needed from the union or management to submit bids on assignments.

Section 3 The senior applicant for a vacant assignment shall be placed in the new assignment within fifteen (15) working days of the closing of the bids, unless on leave, except during the month of December he shall be placed in the new assignment by the fifth (5th) working day in January. The previous assignment will not be posted until the beginning of the new assignment of the successful bidder.

Section 4 Two (2) copies of all posted notices in regard to route assignments affecting the letter carrier craft shall be sent to the President of NALC Branch 436.

Section 5 No assignment will be posted because of change in a starting time until the change exceeds one (1) hour. Whether to post or not is negotiable at the local level if it exceeds one (1) hour.

Section 6 There will be no minimum time required for a carrier after receiving an assignment to be eligible to bid on any posted assignment, provided it is not in conflict with the National Agreement, Article 12.

Section 7 An assignment shall be reposted when the territory served is changed by 45% of the total possible delivery. The senior letter carrier of the route affected will have the choice of the section of the route he desires to keep. Management will consult with union representatives on the necessity of reposting or taking other action in the matter.

Section 8 In the event of a major change at a unit that results in the employee's starting time being changed, or it is necessary to switch an employee from one unit to another for service reasons, or there is any other substantial change in working conditions affecting the employee, the union will be informed of the contemplated changes.

Section 9 Six (6) copies of the posted seniority list will be furnished NALC Branch 436 twice a year.

Section 10 When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time 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) where route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the procedures in this article.

### **ARTICLE 13 ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES**

Section 1 NALC Branch 436 and Management agree to establish a standing committee to be composed of equal numbers of representatives of involved parties to determine the needs of employees who request a light duty assignment. The carrier member of said committee shall be designated by the President of NALC Branch 436.

Section 2 Within the carrier craft the following shall be considered light duty assignments: (A) Labeling cases (B) Performing services on auxiliary mounted routes which the ill or injured employee may be able to perform (C) Normal carrier duties which the ill or injured employee may be able to perform consistent with Article XII, Section C and D in the current National Agreement (D) Relabeling cases (E) Answering telephones.

### **ARTICLE 14 - SAFETY AND HEALTH**

Section 1 On committees which include carrier craft members, NALC Branch 436 President or responsible office of NALC Branch 436 will be consulted for names of candidates to act as representatives of NALC Branch 436 on these committees.

Section 2 Management will make every effort to provide air conditioning in local postal facilities.

Section 3 Any curtailment in the delivery of mail where dogs or other animals interfere with delivery will be done in accordance with Postal Manuals EL 801 and 814.

Section 4 The names of doctors and medical facilities where a carrier could report in the event of an accident, injury or dog bite will be posted in a prominent place in all stations, branches and post offices. The employee may go to the doctor or facility of his/her choice.

Section 5 A letter carrier's safety will supersede any other consideration. No letter carrier will be required to enter any premises and perform any duty which he/she knows might result in bodily harm.

### **ARTICLE 17 – REPRESENTATION**

Section 1 Joint labor/management committee meetings shall be scheduled on the last Tuesday of each month, unless another date is mutually agreed upon. It is agreed that agenda items for discussion at this meeting shall be exchanged by the President of NALC Branch 436 (his/her designee) and the Postmaster (his/her designee) at least forty-eight (48) hours before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of both parties.

Section 2 Consultations and exchange of information: The organization head or union officer will be notified when matters regarding interpretation of agreement are necessary or it is necessary to consult or exchange information and the matter cannot be put off until the next regularly scheduled labor/management meeting.

Section 3 The president or responsible officer of NALC Branch 436 will be notified prior to any employment orientation program for new employees in the carrier craft and will be provided an opportunity to address such employees.

Section 4 The union will be allowed time at stand-up meetings along with time used by management provided management preapproves the content and duration.

#### **ARTICLE 26 – UNIFORMS**

Section 1 Carrier uniform components which are visible to the general public (excluding socks worn under long pants) will be limited to those that may be purchased with the uniform allowance program and will be appropriate for weather conditions.

Section 2 In extremely cold weather, carriers will be permitted to wear extra personal clothing as necessary to safeguard their health.

Section 3 Postal employees are responsible for being adequately and properly dressed for duty. They are expected to maintain high standards of appearance, representing to the public the best tradition of service and efficiency while performing their official duties. Uniform garments should be properly fitted and maintained in a clean, neat and serviceable condition. Uniformed employees are responsible for conforming with all uniform regulations.

#### **ARTICLE 31 - UNION / MANAGEMENT COOPERATION**

Section 1 A copy of the Local Agreement will be issued to all supervisory personnel and NALC Branch 436 representatives.

Section 2 Three (3) copies of all official permissible notices, such as Postal Bulletins, Regional Bulletins, etc., relating to policy affecting the carrier craft will be furnished to NALC Branch 436.

Section 3 When news of general interest to all crafts is received, such as that of pending legislation and it is felt that such news requires and warrants immediate dissemination to all employees in addition to postings on the bulletin boards, an announcement will be permitted over the address system by an organization official after authorization has been granted by the Postmaster or his/her designee.

Carrier Craft Local Agreement for 2016

Signed on Nov 8 2017

By Ed Palladino, Postmaster Racine WI

And Paul Hummer, President Branch 436 Racine WI

*Edward Palladino*

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*Paul Hummer*  
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