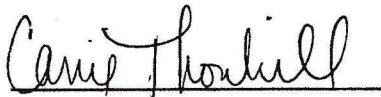


Article 30 Local Memorandum of Understanding

This Memorandum of Understanding is agreed to resultant of a pre-arbitration settlement agreement [attachment 2] made on January 22, 2014, at the Blacksburg Post Office between the representative of the United States Postal Service and the National Associations of Letter Carriers Branch 4276 pursuant to the Local Implementation Provisions of the 2011 National Agreement with the National Association of Letter Carriers.

For the U. S. Postal Service



*Carrie Thornhill
Officer in Charge*

For the NALC



*Brenton Domitrovic
NALC President*

1. *Additional or longer wash-up periods.*

THERE WILL BE A REASONABLE AMOUNT OF TIME FOR WASH-UP.

2. *The establishment of a regular work week of five days with either fixed or rotating days off.*

THERE WILL BE ROTATING NON-SCHEDULED DAYS FOR ALL FULL TIME CITY CARRIER CRAFT EMPLOYEES.

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.*

NO LETTER CARRIER WILL BE REQUIRED TO PERFORM DUTIES THAT WILL ENDANGER A CARRIERS HEALTH OR SAFETY. WHENEVER IT IS DETERMINED THAT SEVERE WEATHER CONDITIONS-THAT IS: SEVERE COLD, SEVERE ICING, EXTREME SNOW OR OTHER UNUSUAL CONDITIONS-PROHIBIT LOCAL AGENCIES FROM PERFORMING THEIR DUTIES, THE INSTALLATION HEAD OR DESIGNEE IN THE ABSENCE OF THE INSTALLATION HEAD, SHALL AFTER



CONSULTATION WITH A LOCAL UNION REPRESENTATIVE, TAKE THE NECESSARY ACTION TO PROTECT BOTH THE EMPLOYEES AND THE MAIL.

4. *Formulation of local leave program.*

**this program is applicable to career city letter carriers. City Carrier Assistants' annual leave is addressed in the attached addendum [attachment 1].

- a. LEAVE PERCENTAGES WILL BE CALCULATED BASED ON CAREER CARRIERS ON THE ROLLS ON OCTOBER 1 PRECEDING THE LEAVE YEAR. (EX: OCTOBER 1, 2013 FOR 2014 LEAVE YEAR).
- b. A VACATION ROSTER WITH NAMES IN ORDER OF SENIORITY WILL BE PROVIDED FOR CITY LETTER CARRIERS AND SHALL BE CIRCULATED BY A MANAGER AND AN APPOINTED UNION REPRESENTATIVE. A VACATION ROSTER FOR CHOICE VACATION SELECTIONS WILL BE DISTRIBUTED AND ALL CARRIERS MUST INDICATE THEIR CHOICE BY SENIORITY.
- c. THE VACATION ROSTER SHALL BE CIRCULATED THE FIRST TIME BEGINNING NOVEMBER 1. THE FIRST TIME THE VACATION LIST IS CIRCULATED THE CARRIER SHALL BE AFFORDED THE OPPORTUNITY TO SIGN FOR CHOICE PERIODS AS DETERMINED BY LEAVE CATEGORY.
- d. THE VACATION ROSTER SHALL BE CIRCULATED THE SECOND TIME BEGINNING DECEMBER 1 OR UPON COMPLETION OF FIRST CIRCULATION. THE SECOND TIME THE VACATION LIST IS CIRCULATED THE CARRIER SHALL BE AFFORDED THE OPPORTUNITY TO SIGN FOR UP TO BUT NOT NECESSARILY ALL REMAINING EARNED ANNUAL LEAVE AS DETERMINED BY THE EMPLOYEE LEAVE CATEGORY. TOTAL CHOICE LEAVE CANNOT EXCEED TOTAL LEAVE EARNED IN THAT YEAR.
- e. AFTER THE LIST IS CIRCULATED THE SECOND TIME, THE CCA ADDENDUM APPLIES [i.e. CCAs BE ABLE TO REQUEST ONE SLOT – SEE SPECIFICS IN ADDENDUM]. AFTER THE CCA ADDENDUM PROCESS IS COMPLETE, CHOICE VACATION SCHEDULE WILL BE CONSIDERED COMPLETE AND FINAL.
- f. THE NEW VACATION SCHEDULE SHALL BE COMPLETED AND POSTED NO LATER THAN JANUARY 1.
- g. LETTER CARRIERS SHALL HAVE THE PRIVILEGE OF TRADING VACATION WEEKS AS FOLLOWS: MUTUAL EXCHANGES OF CHOICE VACATION SELECTION WEEKS MAY BE WORKED OUT BETWEEN CARRIERS, PROVIDED

NO CARRIERS BETWEEN THE SENIOR AND JUNIOR CARRIER INVOLVED IN THE EXCHANGE WANTS THE SENIOR CARRIERS LEAVE. IT WILL BE THE RESPONSIBILITY OF BOTH CARRIERS INVOLVED TO GET APPROVAL OF THE EMPLOYEES INVOLVED. THE NALC PRESIDENT OR A CARRIER DESIGNEE MUST INITIAL THE EXCHANGE.

- h. MILITARY LEAVE WILL NOT COUNT AS PART OF A CARRIER'S SELECTION FOR THE CHOICE VACATION PERIOD, NOR WILL IT COUNT AGAINST THE BRANCH'S QUOTA FOR THE CHOICE PERIOD.
- i. ALL CANCELLATIONS OF CHOICE LEAVE SELECTIONS IN INCREMENTS OF A FULL WEEK SHALL BE POSTED AS SOON AS MANAGEMENT IS NOTIFIED OF THE CANCELLATION PROVIDED MANAGEMENT IS NOTIFIED AT LEAST 10 DAYS PRIOR TO THE START OF THE WORK WEEK.
- j. IT WILL BE THE EMPLOYEES RESPONSIBILITY TO APPLY FOR AND TAKE ANNUAL LEAVE IN ORDER TO AVOID ANY FORFEITURE.

5) *The duration of the choice vacation period(s).*

THE CHOICE VACATION PERIOD SHALL BE AS SPECIFIED IN ITEM # 9.

6) *The determination of the beginning day of an employee's vacation period.*

THE BEGINNING DAY OF AN EMPLOYEE'S VACATION SHALL BE ON MONDAY.

7) *Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.*

AN EMPLOYEE WHO RECEIVES 13 DAYS ANNUAL LEAVE MAY MAKE A SELECTION OF UP TO 10 DAYS ON THE FIRST SIGNING. AN EMPLOYEE WHO RECEIVES 20 OR 26 DAYS ANNUAL LEAVE MAY MAKE A SELECTION OF UP TO 15 DAYS ON THE FIRST SIGNING. THE REMAINDER OF LEAVE EARNED IN THAT YEAR MAY BE SIGNED FOR ON THE SECOND SIGNING AT THE OPTION OF EACH CARRIER. SELECTIONS MAY BE SPLIT IN SEGMENTS OF NO LESS THAN A FULL LEAVE WEEK.

8) *Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.*

NATIONAL AGREEMENT

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9) *Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.*

- a. **AT LEAST ELEVEN (11) PERCENT OF THE CARRIER FORCE SHALL BE GRANTED CHOICE VACATION FROM THE FIRST FULL WEEK AFTER THE NEW YEAR HOLIDAY WEEK THROUGH THE FIRST FULL WEEK OF MAY.**
- b. **AT LEAST FIFTEEN (15) PERCENT OF THE CARRIER FORCE SHALL BE GRANTED CHOICE VACATION FROM THE SECOND FULL WEEK OF MAY THROUGH THE THIRD FULL WEEK OF AUGUST.**

EXCEPTION: ONE (1) ADDITIONAL SLOT PER WEEK BEGINNING JULY 4 HOLIDAY WEEK AND THE TWO SUBSEQUENT WEEKS.

- c. **AT LEAST EIGHT (8) PERCENT OF THE CARRIER FORCE SHALL BE GRANTED CHOICE VACATION FROM THE LAST FULL WEEK OF AUGUST UP TO THE FIRST FULL WEEK OF OCTOBER.**
- d. **AT LEAST ELEVEN (11) PERCENT OF THE CARRIER FORCE SHALL BE GRANTED CHOICE VACATION FROM THE FIRST FULL WEEK OF OCTOBER THROUGH THE FIRST FULL WEEK OF DECEMBER.**

EXCEPTION: ONE (1) ADDITIONAL SLOT DURING THANKSGIVING HOLIDAY WEEK.

- e. **THIRTEEN (13) PERCENT OF THE CARRIER FORCE SHALL BE GRANTED CHOICE VACATION DURING THE WEEK OF CHRISTMAS HOLIDAY WEEK AND NEW YEARS HOLIDAY WEEK.**
- f. **THE PERCENTAGE OF CARRIERS IS BASED ON THE TOTAL NUMBER OF CARRIERS. THE NUMBER OF CARRIERS ELIGIBLE BASED ON THE ABOVE PERCENTAGES WILL BE ROUNDED UP AT .5% AND DOWN AT .4%**
- g. **THE NUMBER OF ELIGIBLE CARRIERS WILL BE REVIEWED BY UNION AND MANAGEMENT PRIOR TO THE FIRST CIRCULATION OF CHOICE VACATION EACH YEAR.**

10) *The issuance of official notices to each employee of the vacation schedule approved for such employee.*

MANAGEMENT WILL POST THE COMPLETE CHOICE VACATION ROSTER BOARD. LETTER CARRIERS WILL BE REQUIRED TO COMPLETE IN DUPLICATE A PS FORM 3971 AS A PERMANENT RECORD OF APPROVED LEAVE. ALL

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DUPLICATE FORM 3971s WILL BE RETURNED TO THE CARRIER UPON APPROVAL.

- 11) *Determination of the date and means of notifying employees of the beginning of the new leave year.*

NATIONAL AGREEMENT

- 12) *The procedure for submission of applications for annual leave during other than the choice vacation period.*

- a. **LETTER CARRIERS REQUESTING ANNUAL LEAVE OUTSIDE THE CHOICE VACATION PROCEDURES MUST SUBMIT THREE (3) COPIES OF PS FORM 3971 FOR INCIDENTAL ANNUAL LEAVE. ONE COPY TO BE RETURNED TO THE CARRIER AT THE TIME OF SUBMISSION WITH DATE, TIME, AND SUPERVISORS SIGNATURE OF RECEIPT. THE SECOND COPY TO THE CARRIER AT THE PROPER TIME INDICATING APPROVAL OR DISAPPROVAL. THE THIRD COPY IS TO BE RETAINED FOR MANAGEMENT RECORDS.**
- b. **NO MORE THAN FIVE (5) REQUESTS FOR INCIDENTAL ANNUAL LEAVE MAY ON FILE FOR ANY INDIVIDUAL CARRIER AT ONE TIME AND THEY MUST BE WITHIN THE PRESENT YEAR.**
- c. **INCIDENTAL ANNUAL LEAVE SHALL BE GRANTED ON A DATE- SENIORITY BASIS AS INDICATED ON PS FORM 3971.**
- d. **INCIDENTAL LEAVE WILL BE GRANTED ON OPEN DAYS PROVIDED THE CARRIER HAS SUFFICIENT LEAVE TO COVER REQUEST.**
- e. **LEAVE WITHOUT PAY (LWOP) FOR CARRIERS WITH INSUFFICIENT LEAVE BALANCE MAY BE GRANTED AS A MATTER OF ADMINISTRATIVE DISCRETION BASED ON THE NEEDS OF THE EMPLOYEE, THE NEEDS OF THE SERVICE, AND THE COST TO THE SERVICE, ACCORDING TO THE ELM, CONTRACT, AND ANY OTHER HANDBOOKS OR MANUALS.**
- f. **MANAGEMENT WILL REPLY, INDICATING APPROVAL OR DISAPPROVAL BY THE SCHEDULE POSTING, TUESDAY PRIOR TO THE WEEK OF REQUESTED ANNUAL LEAVE.**

- 13) *The methods of selecting employees to work on a holiday.*

MANAGEMENT WILL SELECT CARRIERS TO WORK ON HOLIDAYS IN

THE FOLLOWING ORDER:

- a. CITY CARRIER ASSISTANTS
- b. PART TIME FLEXIBLE CARRIERS
- c. FULL TIME REGULARS WHO VOLUNTEER TO WORK ON THEIR HOLIDAY OR DAY DESIGNATED AS A HOLIDAY BY SENIORITY
- d. FULL TIME REGULARS WHO VOLUNTEER TO WORK THEIR NON-SCHEDULED DAY BY SENIORITY
- e. FULL TIME REGULARS WHO DID NOT VOLUNTEER TO WORK ON THEIR HOLIDAY OR DAY DESIGNATED AS A HOLIDAY BY JUNIORITY
- f. FULL TIME REGULARS WHO DID NOT VOLUNTEER TO WORK THEIR NON-SCHEDULED DAY BY JUNIORITY

****IF AFTER THE POSTING PERIOD, A NEED DEVELOPS FOR ADDITIONAL OR REPLACEMENT EMPLOYEES, EMPLOYEES SHALL BE SELECTED ACCORDING TO THE SAME ORDER AS ABOVE.****

14) *Whether "Overtime Desired" list in Article 8 shall be by section and/or tour.*

OVERTIME DESIRED LISTS WILL BE BY SECTIONS AS DEFINED IN THIS MEMORANDUM OF UNDERSTANDING.

15) *The number of light duty assignments within each craft of occupational group to be reserved for temporary or permanent light duty assignment.*

SEE ITEM 17

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.*

SEE ITEM 17

17) *The identification of assignments that are to be considered light duty within each craft represented in the office.*

CONSULTATION BETWEEN MANAGEMENT, THE AFFECTED EMPLOYEE, AND THE LOCAL UNION WILL DETERMINE POSSIBLE LIGHT DUTY ASSIGNMENTS FOR THE AFFECTED EMPLOYEES.

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 CARRIER CRAFT OF BLACKSBURG VIRGINIA (MAIN OFFICE/STATION) WILL BE IDENTIFIED AS A SECTION.

19) *The assignment of employee parking spaces.*

AVAILABLE PARKING SPACES WILL BE ASSIGNED BY OFFICE SENIORITY.

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.*

ANNUAL LEAVE TO ATTEND UNION ACTIVITIES WILL NOT BE CHARGED TO THE EMPLOYEES CHOICE VACATION PERIOD. AT THE BEGINNING OF VACATION SELECTIONS, SUFFICIENT SLOTS WILL BE WITHHELD FOR UNION CONVENTIONS, TRAINING, OR OTHER UNION ACTIVITIES AS NEEDED. CONSIDERATION WILL BE GIVEN IF THE CARRIERS HAVE NEED FOR THESE SLOTS.

21) *Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.*

LETTER CARRIER CRAFT-ARTICLE 41

Section 1.A.3-Local scheduling of fixed or rotating non-work days and local method of posting and bidding shall remain in effect unless changes are negotiated locally.

Section 1.A.G-Change of starting time.

Section 1.B.2.-Area of posting and bidding.

Section 1.B.3-Length of posting.

Section 1.C.3-Rule as it applies to T-6 and utility assignments.

Section 3.0-Reposting routes when other than a junior carrier's route is abolished.

Section 1.C.4.

A FULL TIME REGULAR CARRIER CALLED IN TO WORK ON A NON-SCHEDULED DAY SHALL WORK HIS OR HER FULL-TIME DUTY ASSIGNMENT PROVIDED THERE IS A VACANT ROUTE ON THE STRING TO WHICH THE CARRIER TECHNICIAN CARRIER MAY BE ASSIGNED. OTHERWISE THE CARRIER WORKING ON A NON- SCHEDULED DAY WILL BE ASSIGNED WHERE NEEDED.

22) *Local implementation of this Agreement relating to seniority, reassignments and posting.*

A COPY OF ALL POSTED NOTICE OF VACANT ASSIGNMENTS AFFECTING THE LETTER CARRIER CRAFT AT THE BLACKSBURG OFFICE WILL BE ISSUED TO THE NALC BRANCH PRESIDENT, LOCAL 4276.

ALL ASSIGNMENTS JUNIOR TO THE AFFECTED EMPLOYEE AT A CARRIER'S OPTION SHALL BE POSTED WHEN THE TERRITORY SERVED IS CHANGED BY 50% OR MORE. THIS PROVISION DOES NOT INCLUDE ROUTE GROWTH.

WHEN A LETTER CARRIER ROUTE OR FULL TIME DUTY ASSIGNMENT, OTHER THAN THE LETTER CARRIER ROUTE(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, HIGHWAYS, 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) WAS ABOLISHED SHALL BE POSTED FOR BID IN ACCORDANCE WITH THE NATIONAL AGREEMENT.

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