

Local Memorandum of Understanding

Kokomo, Indiana

Item 1 Additional or Longer Wash-Up Periods

A. Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure.

Item 2 The establishment of a Regular Work Week of Five Days with Either Fixed or Rotating Days Off

A. All full-time regular carriers will be on a rotating days off work schedule except upon mutual agreement of Management and the Union.

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

A. Postal operations will not be curtailed or terminated at Postal facilities unless the Postmaster determines that conditions so warrant. The Postmaster and Union President will meet for a mutual agreement as to what course of action to follow under the circumstances. Such determination shall be reasonable, and consideration shall be given to overall conditions, including, but not limited to:

1. The safety and health of employees
2. Civil disorders
3. Acts of God
4. Hazardous weather conditions
5. Advice of and policies of local authorities
6. Wholesale closing of business and other offices

B. Management shall notify employees at the earliest possible time of curtailment or termination of Postal Operations.

Item 4

Formulation of Local Leave Program

A. Leave application for Prime Time Vacation must be distributed by December 15. Exception: If dates for State and National Conventions have not been turned in before December 15, Prime Time will be held until those dates are provided by the union. Prime Time Vacation applications will be submitted by employees within 14 days and all employees must indicate their first, second, and third preferences etc., for their selection. City Carrier Assistants (CCA's) will be included in this selection process. Approved prime time leave will be submitted in duplicate on form 3971.

B. Any other Prime Time Vacation leave slots not full will be available for carriers to bid within thirty (30) days of the leave's beginning. These slots will be awarded on a first come, first served basis. In the event, more than one carrier submits a 3971 on the same day for the same choice period; the vacation slot will be awarded by seniority. A carrier may cancel the vacation time given him/her, but he/she must cancel at least ten days prior to the starting date of his/her vacation. This would keep from penalizing any carrier who would like to have this particular prime time. The canceling carrier must notify both management and the union in writing.

C. Thirty (30) days or more before the prime time leave is to begin; employees may bid any open Prime Time weeks remaining. The leave calendar will be posted and updated weekly so employees may see what prime time leave is available to bid.

D. If and when a carrier does cancel out his/her vacation time, the canceled time will go up for bid immediately. It will be posted for three (3) working days.

E. Carriers who become ill while on annual leave during the choice period shall be allowed to make another choice, as long as the period they chose isn't already full.

F. There will be no trading of dates during the choice period.

G. Any carrier transferring from one station to another will be granted his/her annual leave as previously scheduled in the station from which the carrier transferred. Article 10, Section 4.D requires "all advance commitments for granting annual leave must be honored except in serious emergency situations".

H. When carriers are on prime time annual leave, they will not be forced to work or volunteer to work their nonscheduled days. No carrier will be called into work while on annual leave. Carriers shall not be required to work or be charged for overtime opportunities for nonscheduled days immediately before or after scheduled vacation.

I. Military leave will not count as part of a carrier's selection for the choice period.

J. The VOMA position will be excluded from the letter carrier prime time vacation selection process.

K. Management will post the leave chart as soon as possible after it has been completed and update any cancellation changes weekly.

Item 5 Duration of Choice Vacation Period

A. The choice vacation period shall begin the first week of January and end with the last week of December.

Item 6 Determining Beginning Day of Vacation Period

A. The leave week during the Prime Time Vacation period will be Monday through Saturday.

Item 7 Employee Options for Selection of Five, Ten or Fifteen Days during
Prime Time Vacation Period

A. An employee, at his/her option, may request two or three consecutive weeks of leave on their first choice, only during their December selection. All other selections will be for one (1) week selections. Employees may make five (5) selections during the selection periods. Everybody will have a chance at a first choice before a second choice is granted, so and so forth. Prime Time will be granted on a seniority basis. All employees must have leave on the books at the time when submitting for leave and at the time leave is to begin. Exception: Due to CCA's and PTF Carriers accumulating leave by Pay Period, they will still be given prime choices for the following year even if they do not have leave on the books during prime time bidding.

B. Letter Carriers with three years of service or more, at their option, may request on the first round of December selections, selections of either five (5) or ten (10) continuous days, or fifteen (15) continuous days; not to exceed fifteen (15) days on the first choice. Letter carriers with less than three (3) years of service may, on the first round of December selections, make selections of either five (5) or ten (10) continuous days total not to exceed ten (10) days.

Item 8 Whether Jury Duty and Attendance at National or State Convention Shall be charged
to the Prime Time Vacation Period

A. Jury duty and military leave and attendance at national and State conventions shall not be charged to the choice vacation period for the individual employee. Dates for attendance at National and State conventions shall be blocked off to ensure the delegates may be granted leave in accordance with Article 24, Section 2B of the National Agreement. Union is responsible for notifying Management as soon as dates of the convention and seminars are known.

B. Once Management has been notified which employees will be serving as certified delegates; remaining slots will be made available for prime time use. Employees will have a one week period to apply for these remaining slots, and leave will be granted on a seniority basis.

Item 9 Determination of Maximum Number of Employees Who Shall Receive Leave
Each Week during the Prime Time Vacation Period

A. There shall be a minimum, of Six (6) letter carriers (including city letter carrier assistants) granted annual leave each week during Prime Time Vacation.

Item 10 The Issuance of Official Notices to Each Employee of the Vacation Schedule
Approved For Each Employee

A. Management shall return completed Prime Time Vacation forms to letter carriers with notice of approval or disapproval within seven (7) days of the submission deadline. Upon receipt of approved Prime Time Vacation, carriers must complete form 3971 in duplicate and turn into Supervisor within seven (7) days. Any additional Prime Time bids submitted by a carrier will be returned within twenty-four (24) hours with notice of approval or disapproval. If management fails to return the completed form 3971 within twenty-four (24) hours leave is automatically approved.

Item 11 Determination of the Date and Means of Notifying Employees of the Beginning
of the New Leave Year

No later than November 1st of each year, management shall post a notice on all employee bulletin boards to notify letter carriers of the beginning date of the new leave year.

Item 12 The Procedures for Submission of Applications for Annual Leave During Other
Than the Prime Time Vacation Period

A. Management shall approve a minimum of two (2) carrier's incidental annual leave on a daily basis. Requests for incidental annual leave cannot be submitted more than one (1) year in advance and no later than 24 hours in advance. Carriers requesting incidental annual leave must have earned leave on the books at the time of leave request and complete PS form 3971 in duplicate. Station supervisors will indicate on the PS form 3971 the date and time it was submitted. If at the time of submission the submitting employee is within the minimum number for leave approval, the supervisor shall notify him/her of approval within 24 hours and return the duplicate copy of PS form 3971. All approved PS form 3971's returned to employees are final.

B. When all six (6) prime time slots are not full, additional incidental slots will be granted based on the following: The formula for creating additional incidental slots will be as follows: zero (0) through one (1) prime time opening slots equals three (3) additional incidental slots

available for bid; two (2) through three (3) prime time opening slots equals two (2) additional incidental slots available for bid, Four (4) through five (5) prime time openings slots equals one (1) additional incidental slot available for bid. These additional incidental leave requests must be submitted by Friday of the previous week. Both guaranteed incidental slots will be filled first as identified in 12.A and subsequent incidental leave request based on the formula in item 12.B will be honored.

C. If an employee's incidental leave submission does not fall within the granted minimum, it will be kept on file to be approved or disapproved at management's discretion.

D. Any employee submitting for incidental leave must have leave on the books both at the time of applying and at the time the leave is to begin.

E. If an employee desires certification of incidental annual leave, the following procedures shall apply:

1. The employee will prepare PS form 3971 in duplicate for the periods for which he/she wishes certification and submit them to his/her immediate supervisor.
2. Leave shall be granted and scheduled by first come, first served with annual leave approved before leave without pay (LWOP).
3. At which time the carriers has reached five (5) instances of incidental leave in a calendar quarter, his leave request submission will be considered last among leave submissions for the remainder of the calendar quarter. This will be jointly reviewed and policed on a monthly basis by management/NALC.

Item 13

The Method of Selecting Employees To Work on a Holiday

The following order will be used for holiday scheduling:

1. Part-time flexible and CCA employees who possess the necessary skills to perform the job.
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 full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day-by seniority
4. Full-time regulars who do not volunteer on what would otherwise be their nonscheduled day- by inverse seniority.
5. Full-time regulars who do not volunteer on what would otherwise be their holiday or designated holiday- by inverse seniority.

Item 14 Whether "Overtime Desired" List in Article 8 Shall be Buy Section and/or Tour

A. Overtime desired will be craft-wide:

Item 15, 16, 17 The Number of Light Duty Assignments within Each Craft or Occupational to be Reserved for Temporary or Permanent Light Duty Assignment

A. Assignment of Ill or Injured Regular Workforce Employees

1. All reasonable requests for light duty from qualified employees will be honored, if possible. Duties to be performed by employee on light duty assignments will be determined from the statement made by the attending physician. Types of light duty assignments shall include, but are not limited to:

B. Office Work

1. Labeling carrier cases; rewriting carrier books; assisting supervisor in handling inquiries; casing of mail to be delivered by other employees or on his/her own route; foot collections; stocking forms and supplies; updating removals, etc;

C. Field Work

1. Serving auxiliary mounted routes; assisting Postal representatives in contacting patron; station collections or other collections that do not require heavy lifting, etc.

Management must make every effort to provide work within the craft based on their restrictions and "Reasonable Accommodations".

Item 20 Annual Leave to Attend Union Activities

A. Any Leave requested to attend Union Activities at any time shall be granted and will not be a part of the prime time vacation period.

Item 21 Those Other Items Which Are Subject to Local Negotiations as Provided in the Craft Provisions of This Agreement.

A. The parties to this Memorandum of Understanding shall participate in a Labor-Management meeting no less than once per quarter.

B. Meetings will be limited to one (1) hour, but may be extended by mutual agreement of the parties.

C. No official minutes will be kept at the Labor-Management meetings. Items of special interest may be prepared by the party concerned, in duplicate for the signature of the other party.

D. The Branch President and Union representatives may attend the Labor-Management meetings and shall be on the clock.

E. The Postmaster and or his/her staff will consult Branch 533 before the designation of employees to joint committees applicable to the NALC.

F. Stewards and Supervisors shall cooperate fully in furthering the good of the service and the employees' welfare. Stewards and supervisors shall keep employees currently informed of their rights and any changes in policies or procedures by method of periodic discussions.

G. Representatives of Branch 533 shall have the right to use Post office telephones and computers in the post office or in any station. The purpose of this use is to perform and engage in official Union duties and business related to the National Agreement and Local Memorandum of Understanding.

Item 22 Local Implementation of This Agreement Relating to Seniority, Reassignment and Postings

A. When a fill-in for any specialized job becomes necessary, it shall be posted for bid and assigned to the senior qualified bidder.

B. Unassigned career employees, Part time Flexible and CCA employees may request, in writing, to work a regular route while the regular is on leave, or for any reason, is absent for five (5) days or more. This request should be submitted to the supervisor by the close of business on the Tuesday prior to the posting of the schedule. Vacant routes of five (5) days or more will be posted on the official bulletin board weekly. This employee will assume the day off of the regular employee. In instances where several assignments are posted, an employee may bid for as many assignments as are posted, stating his/her preferences of first choice, second choice, third choice, etc.

C. Employees applying for a vacant assignment shall place a bid on form 1717-A in a bid box placed by the official bulletin board, during the period for which the notice is posted. Management and Union will verify the weekly bids. Successful bidders for posted vacant assignments shall accept the non-work days that accompany the new assignment.

D. When a letter carrier route or full-time duty assignment other than the letter carrier(s) or full time duty assignment(s) of the junior employee(s) is changed by fifty(50) percent or more at a delivery unit as a result of, but not limited to, route adjustment, 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) or full time assignment(s) was changes by fifty(50) percent or more shall be posted for bid in accordance with the posting procedures in this article.

E. Letter carriers bid assignments shall be posted when there is a change of starting time of more than one (1) hour unless all bid assignment have the same starting time and are changed unilaterally.

F. The Branch President or his/her designee shall be present at the opening of all installation bids.

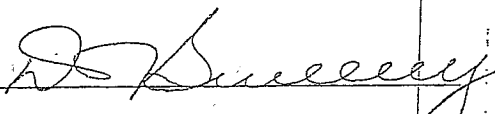
G. When an assignment is vacant for three (3) days, management will meet with the Union President or his/her designee on the third day of the vacancy.

H. A full-time regular carrier called into work on a non-scheduled day shall work his/her full-time duty assignment provided there is a vacant route on the string which the utility carrier can be assigned, even if that route is occupied by a PTF or CCA on a hold-down assignment. In that case, the utility carrier is moved to the assignment presently held by the PTF or CCA on hold down and the PTF or CCA is moved where needed. A PTF or CCA on hold- down may not initiate this bumping process. The PTF or CCA being bumped must be moved to an eight (8) hour assignment and work the same schedule as the hold-down or the bump shall not take place.

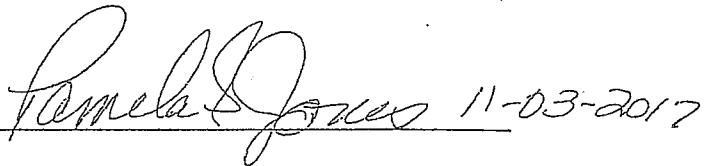
I. A carrier technician (CC-2) may also bump a PTF or CCA on his/her string when called in on a non-scheduled day. The carrier technician would bump the junior PTF or CCA on the string.

This Memorandum of Understanding is entered into on APRIL 30TH, 2013, at Kokomo, Indiana between the representatives of the United States Postal Service, and the designated agent of the National Association of Letter Carriers, AFL-CIO Branch 533, pursuant to the Local Implementation Provisions of the National Agreement with the NALC.

Upon signing of this Memorandum of Understanding, all previous LMOU's for the Kokomo office are superseded and will be considered null and void.



For USPS Dennis Sweeney 11/03/2017

 11-03-2017

For the NALC Pam Jones 11/03/2017

For USPS

For the NALC