#### **.LOCAL MEMORANDUM OF UNDERSTANDING**

#### Between

# NATIONAL ASSOCIATION OF LETTER CARRIERS BRANCH 984

#### And

U.S. POSTAL SERVICE
ST. PETERS POST OFFICE
2016-2019

1. Additional or longer wash-up periods.

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.

(The preceding paragraph, Article 8.9 of the JCAM, shall apply to City Carrier Assistant Employees.)

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

All full time and part time regular letter carriers at the St. Peters Post Office will be on a rotating days off schedule, with the work week beginning on Saturday and ending on Friday.

- 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. The parties recognize that the Postal Service is the most vital part of the communication machinery of the United States of America and that historically this Post Office has provided this service to the public without interruption; therefore, as a matter of policy, postal operations will not be terminated at this Post unless the Postmaster or designee determines that conditions so warrant.
  - **B.** In making this determination, management shall consider the over-all 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. Other circumstances
  - C. Management shall attempt to notify the union when a decision is reached concerning the curtailment or termination of Postal Operations. The Union may request a meeting with the Postmaster concerning the curtailment of operations. Management will notify the employees at the earliest possible time of curtailment or termination of Postal operations. Such notifications will be made by utilizing all available means of communication including public

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media. Management shall, during business operations, prioritize phone and scanner before all other communication.

#### 4. Formulation of local leave program.

- 1. Management will notify all carriers by November 1<sup>st</sup> of each year of the beginning and end dates of the coming vacation year.
- 2. The annual leave selection process shall begin no later than December 1<sup>st</sup>. The vacation schedule will be passed to all letter carriers, including CCAs, based on seniority/relative standing. The first two rounds will be completed by January 1<sup>st</sup>. Letter carriers will indicate their selection by completing a PS Form 3971. After completion of the second round all letter carriers, including CCAs shall have the option of bidding the remaining weeks. This leave shall be granted on a first come first serve basis with the final determination coming from seniority/relative standing. CCAs must have the annual leave available when the leave is scheduled to begin.
- 3. No Language
- 4. Ill during Vacation In accordance with Article 10.5.C "Employees becoming ill while on annual leave may have leave charged to sick leave upon request."
- 5. Reposting Cancellations All cancelations shall be posted on the bulletin board as soon as management is notified of the cancelation and the name will be erased from the vacation board. (The vacation board remains open throughout the year)
- 6. Exchanging of Leave There shall be no exchanging of leave unless all carriers senior to either one of the carriers exchanging leave have had an opportunity to participate in the exchange.
- 7. Transferring with Leave Any carrier transferring from one station to another will be granted his or her annual leave as previously scheduled from the station from which the carrier transferred.
- 8. Vacation Call In No carrier will be called into work while on annual leave except in accordance with Article 10.4.D of The National Agreement.
- Military leave Military leave will not count as part of a carriers selections for the choice period, nor will it count against the branch's quota for the choice period.
- 10. FMLA Leave Annual leave taken under the provisions of the Family and Medical Leave Act will not count as part of the carriers selections for choice vacation period, nor will it count against the branches quota for the choice period.
- 11. Management will post the leave chart as soon as possible after it has been completed.
- 12. No Language
  - 5. The duration of choice vacation period(s).

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The choice vacation period shall be from the first full week of May through the last full week of October.

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

The leave week will be from Monday through Sunday of the selected week.

7. Whether employees at their option may request two selections during the choice vacation period, in units of either five or ten days.

Letter carriers, including CCA's, at their option, may request one (1) or two (2) selections during the choice vacation period in units of either five (5) or ten (10) or fifteen (15) days; total not to exceed ten (10) or fifteen (15) days on the first choice, in accordance with leave earned annually. Granting leave for CCA's under such provisions must be contingent upon the employee having a sufficient leave balance when the leave is taken.

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

A minimum of one (1) carrier will be allowed to attend the national, state, or local conventions during the choice vacation period. This will not be counted in the number of carriers scheduled off during that period.

- 9. Determinations of the maximum number of employees who shall receive leave each week during the choice vacation period.
- A. In the St. Peters Post Office, a minimum of 12% shall be allowed off during each week of the choice vacation period. In those instances where computing the 12% does not result in a whole number, and the fractional result is 0.1 or higher the next whole number shall be considered the correct figure.
- B. All remaining months, excluding the month of December, will be considered non choice and calculated at 8%. In those instances where computing the 8% does not result in a whole number, and the fractional result is .5 or higher, the next whole number shall be considered the correct figure.
  - 10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

Annual leave will be issued by submission of PS Form 3971 and a signed copy shall be returned to the employee within 72 hours.

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### 11. Determination of the date and means of notifying employees of the beginning of the new leave year.

The employer shall, no later than November 1<sup>st</sup>, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

#### 12. The procedures for submission of applications for annual leave during other than choice vacation periods.

Approval or disapproval of leave by the supervisor will be given no later than three (3) days after submission of PS Form 3971, which is received one month or less prior to the day or days requested. Seniority will prevail on any approved PS Form 3971's submitted on the same day. If management fail to respond to the leave request within the three (3) days allowed, the leave will be automatically approved. This language includes career letter carriers and CCA's.

#### 13. The method of selecting employees to work on a holiday.

Employees will be selected to work on a holiday in the following order:

- A. Part time flexible employees to the maximum extent possible, even if the payment of overtime is required.
- B. 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.
- C. City Carrier Assistants
- D. 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.
- E. Full time regulars who **do not** volunteer on what would otherwise be their non-scheduled day- by inverse seniority.
- F. Full time regulars who **do not** volunteer on what would otherwise be their holiday or designated holiday- by inverse seniority.

#### 14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

The Overtime Desired List will be maintained by each installation

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

Any carrier desiring reassignment to light duty work shall submit to the postmaster a written request for light duty assignment. The request shall be supported by medical documentation.

16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force shall be adversely affected.

The employer will make every effort to provide light duty assignments within the medical limitations of the employee without detriment to full time employees.

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

A light duty assignment is any assignment in the letter carrier craft and within the physical capability of an employee who is temporarily or permanently incapable of performing his or her normal duties as a result of illness or injury.

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.

For the carrier craft, the St. Peters Post Office, its stations and branches will be known as an installation.

19. The assignment of employee parking places.

Parking spaces for handicapped employees will be made available on postal premises on an as needed basis.

20. The determination as to whether annual leave to attend union activities requested prior to the determination of the choice vacation schedule is to be part of the total choice vacation plan.

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- 21. Those other items which are subject to the local negotiations as provided in the craft provisions of this agreement.
- 22. Local implementation of this Agreement relating to seniority, reassignments, and posting.
  - 1. Notice inviting bids shall be posted on an installation-wide basis.
  - 2. Notice inviting bids for letter carrier craft assignments and to such other assignments to which a letter carrier is entitled to bid shall be posted on the official bulletin for ten (10) days. Copies of the notice shall be given to the local union. 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.
  - 3. Letter carriers may make their bids in writing and submit it to a supervisor by the close of business on the final day. The supervisor shall initial and date the bid then immediately return a copy to the carrier. When more than one assignment is posted, letter carriers shall have the right to bid for all assignments, stating their preference (i.e., 1st choice \_\_\_\_\_; 2nd choice\_\_\_\_\_; 3nd choice\_\_\_\_\_). A steward or other Union representative shall be present when the bids are opened.
  - 4. The successful bidder will be placed on said assignment within 15 days of notice of successful bidder notification, except in the month of December.
  - 5. All vacancies with an anticipated duration of five (5) days or more shall be posted for not less than one week with the successful bidders posted on the Wednesday preceding the vacancy. On weeks where a holiday occurs in the vacancy, the schedule will be posted on the Tuesday preceding the vacancy.
  - 6. When there is a change in the starting time of more than one (1) hour to a carrier's assignment, he/she may request in writing within ten (10) days that the assignment be posted for rebidding without invoking Article 41.3.0.

- 7. Any time a regular route is changed by 40 percent or more, the carrier on this route may request in writing with ten (10) days that the route be reposted for rebidding without invoking Article 41.3.0.
- 8. 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 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 duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.
- 9. Representatives of Branch 984 may, with proper authorization, have the use of an be accorded privacy while using telephones within the Postal Facility for the purpose of performing and engaging in official union business and duties related to the collective bargaining and the Local Memorandum of Understanding.
- 10. A full time letter 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 to which the Grade 2 Utility C`arrier may be assigned. Otherwise the carrier working on a non-scheduled day will be assigned where needed.
- 11. It will be the option of the Grade 2 Utility Carrier to move off of his/her string.
- 12.A route that is being covered by a PTF or CCA for the duration of at least one week is not considered an open route.

This Memorandum of Understanding is entered into on <u>04-24-2020</u> at St. Peters, Missouri between representatives of the United States Postal Service and designated agents of the National Association of Letter Carriers Branch 984 pursuant to Local Implementation provisions of the National Agreement.

Mr. Glen Parks Postmaster Mr. James Bensinger, Executive Vice President

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