

Local Memorandum of Understanding

Between

**National Association of Letter Carriers
Branch 984**

And

**United States Postal Service
Saint Charles Missouri 63301-63304**

2016-2019

NALC BRANCH 984
Local Memorandum of Understanding

Item #1 Additional or longer wash up periods.

Installation heads shall grant reasonable wash up time for 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 a fixed or rotating day off.

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

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.

1. 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 Office unless the Postmaster or his/her designee determines that conditions so warrant.
2. In making this determination, management shall consider the 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. Other circumstances
3. Management shall attempt to notify the Union Branch President and/or his designee 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 notification will be made by utilizing all available means of communication, including public media. Management shall prioritize phone and scanner communications before all other communications during normal business operations.

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Item #4 Formulation of Local Leave Program

1. Date of Notification for Making Choice Vacation Period Selections

Management and Union shall jointly notify all carriers by November 15 of the beginning and ending dates of the period for making selections during the choice vacation period.

2. Method of Making Choice Vacation Selections

1. Management and the Union shall mutually agree on two designated letter carriers to serve as the "Annual Leave Coordinator". One designee and one alternate shall be selected at the Main and South Offices. The intent of this program shall be an on-going, jointly managed process between Management and the Union to coordinate and maximize annual leave requests.

A member of Management shall be designated the Union's "Annual Leave Coordinator" counterpart for verifying and approving all submitted leave requests before they are officially entered onto the vacation board. The approved request shall be logged within each coordinator's respective planner. This verification process shall occur by the close of business on the day the request was received. Ongoing communication between all coordinators is paramount to the overall efficiency and success of this program. The "Annual Leave Coordinator" shall be on the clock for the time it takes to run each step of the vacation bidding.

Preparation for the choice vacation shall begin no later than November 15th.

"Preparation" is defined as;

1. Current and accurate seniority/relative standing lists.
 2. Finalized vacation board.
 3. A current annual leave balance of all carriers will be provided to each coordinator, by Management, at the conclusion of the second round.
2. Vacation bidding will begin no later than December 1st. The second round shall be completed no later than December 31st. Letter Carriers will select based on their seniority/relative standing and will have 1 working day in which to select their choice vacation periods.
 3. It is the responsibility of the individual Letter Carrier to submit vacation picks when scheduled. If the scheduled vacation pick occurs on a Letter Carrier's non-scheduled day, the carrier must submit the PS Form 3971 to an Annual Leave Coordinator the day before. If the Letter Carrier fails to comply with this policy, or is absent, his/her request shall be the first to be considered upon their return. Extraordinary circumstances shall be considered and resolved between both, the Annual Leave Coordinator and the Management designee. The vacation pick should be submitted by 9AM unless the Letter Carrier begins his/her tour after 9AM. In this case these Letter Carriers should be prepared to make vacation bids after beginning his/her tour.

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4. After the completion of the second round of vacation bidding, all remaining weeks shall be granted on a first come, first served basis, with the final determination being seniority. These vacation picks will begin no sooner than three days before the beginning of the new leave year.
5. Each carrier will be given a minimum of 24 hours after they receive the calendar to select choices.

3. No Language

4. Ill during vacation

Carriers who become ill while on annual leave during the choice vacation period shall be allowed to have another selection during the choice vacation period. The vacation board remains open throughout the year.

5. Reposting of Cancelations

All or part of a vacation choice can be cancelled provided there is a full 24-hour notice. All full week 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 will be no exchanging of leave.

7. Transferring with Leave

Any carrier transferring from one station to another will be granted his or her annual leave as previously scheduled in the station from which the carrier transferred.

8. Vacation Call-In

No carrier can be forced to come into work while on annual leave except under the provisions of Article 10.4.D of the National Agreement.

9. Military Leave

Military leave will not count as part of a carrier's selections for the choice period, nor will it count against the branch's quota for the choice period.

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10. FMLA Leave

Annual leave taken under the provisions of the Family and Medical Leave Act will not count as part of a carrier's selections for choice vacation period, nor will it count against the minimum percentage or number of carriers allowed off on annual leave.

11. Posting of Scheduling

Management and the Union shall jointly post the leave board as soon as possible after it has been completed.

12. After the completion of the second round of vacation picks, CCA's shall be allowed to pick one available open choice vacation week. CCA's must have the available leave accrued when the scheduled vacation is to be used. No partial weeks during the choice period will be granted.

Item #5 The duration of the choice vacation period.

The choice vacation period shall be from the first full week of the leave year through the first full week of December.

Item #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.

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

Letter carriers, 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.

Item #8 Whether Jury duty and attendance at State, Regional, or National Conventions shall be charged to the choice vacation period.

1. Jury duty will not be considered as part of the quota of carriers off during the choice vacation period.

2. Branch 984 President and Executive Vice-President, or their respective designees, shall be approved to attend State, Regional, or National Conventions. The leave will not be counted toward the bid vacation calendar.

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

1. In the Saint Charles Installation, a maximum of 12% shall be approved 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 0.5 or higher, the next whole number shall be considered the correct figure.

2. The first week in December is considered a prime week and is bid at 8%. The week containing December 25th is considered a prime week and is bid at 8%. The week containing January 1 is considered a prime week and is bid at 8%.

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

Vacation or annual leave will be issued by submission of PS Form 3971 in duplicate and a signed copy will be returned to the employee within 24 hours.

Item #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 1st, publicize on bulletin boards and by other appropriate means of 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.

Item #12 The procedures for submission of applications for 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 one month or less prior to the day or days being requested. Final determination will be first come, first served on a daily basis, by seniority.

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

1. All PTF employees to the maximum extent possible.
2. All full time employees that volunteered to work on their holiday or their designated holiday, by seniority.
3. CCA's
4. All full-time employees that volunteered to work on their non-scheduled day, by seniority.
5. Full-time Regulars that did not volunteer to work their non-scheduled day, by juniority.
6. Full-time Regulars that did not volunteer to work their holiday or designated holiday, by juniority.

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

The Overtime Desired List will be maintained by unit. For the purposes of these lists the units are:

1. St. Charles Main Office 63301.
2. St. Charles South Office.
3. Reserve Letter Carriers will sign the ODL based on the location of their job number or the office of their hold down assignment.
4. Before drafting a regular carrier to work on their non-scheduled day, the ODL at the other St. Charles unit will be utilized.

Item #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.

Item #16 The method to be used in reserving light duty assignments so that no regularly assigned member of the regular workforce will 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.

Item #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) 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.

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.

For the carrier craft, the St. Charles Main Post Office and the Saint Charles South Office, its stations and branches will be known as an installation.

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Item #19 The assignment of employee parking spaces.

1. Parking spaces for handicapped employees will be made available on postal premises.
2. Parking spaces will be provided for the St. Charles South Office.
3. Parking spaces will be provided for the Main Post Office at the implementation of the new building.

Item #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.

Annual leave to attend union activities requested prior to the determination of the choice vacation schedule will not be part of the total choice vacation period.

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

Item #22 Local implementations of this Agreement relating to seniority, reassignments, and posting.

1. Notices inviting bids shall be posted on an installation-wide basis.
2. Notices 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 board for ten days. Copies of this 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 bids in writing and place it in the bid box by 5:00 PM on the final day. 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, 3rd 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 except in the month of December.
5. All vacancies with an anticipated duration of five 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.

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Management agrees to enforce the following procedures for the bidding and assigning of hold down assignments at the St. Charles Post Office. It is as follows:

1. All vacancies of 5 days or more shall be posted for a hold down opportunity.
 2. A joint list of vacancies from both the Main and South offices shall be compiled.
 3. The list shall be posted at least 2 weeks in advance of when hold downs begin.
 4. New openings that occur shall be added to the list up to the Monday before bidding for that week.
 5. The list of routes available for hold downs shall be posted in a designated area next to the schedule. This means posted in a designated place on a bulletin board or wall, not the supervisor's desk.
 6. All submissions for hold downs shall be made in writing.
 7. If the employee is on leave and wishes to place a hold down on a vacancy, a steward or NALC Branch 984 Officer may place a bid for the hold-down on behalf of the employee, if requested by the employee.
 8. The cut-off time for placing a bid for a hold down on a non-holiday week is noon on the Tuesday before the vacancy is scheduled to begin.
 9. On a holiday week the cut off time for requesting a hold down is noon on the Monday before the vacancy is scheduled to begin.
 10. Hold downs awarded to the employee shall be worked by the employee for its duration.
 11. A hold down ends when the incumbent carrier returns even if it is to perform only a part of the duties of the assignment.
 12. These procedures shall be effective for all vacancies that start beginning 10/24/16.
 13. All CCA's, unassigned regulars, and supervisors shall be made aware of this procedure prior to the implementation of this agreement.
6. When there is a change in the starting time of more than one hour to a carrier's assignment, he/she may request in writing within ten 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 within ten days, that the route be reposted for bidding 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 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 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 Article 41.3.0.

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9. Representatives of Branch 984 may utilize the public address systems for the purpose of making announcements of interest to Letter Carriers with the authorization of management.

10. Representatives of Branch 984 may have privacy while using the telephone in the Post Office for the purpose of performing and engaging in official union business and duties related to the Collective Bargaining Agreement and the Local Memorandum of Understanding.

11. 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 Carrier may be assigned. Otherwise the carrier working on a non-scheduled day will be assigned where needed.

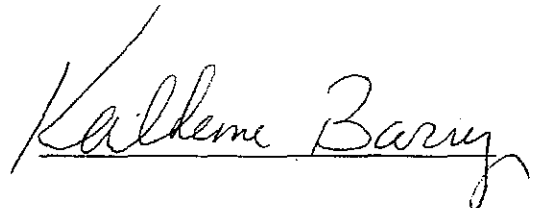
12 It will be the option of the Grade 2 Utility Carrier to move off his/her string.

13. A route that is being covered by a CCA, PTF, Reserve Carrier, Full-Time Flexible, or Unassigned Regular Carrier who is on a hold down for the duration of at least one week, is not considered an open route.

This Memorandum of Understanding is entered into on April 15, 2019 at St. Charles MO between representatives of the United States Postal Service and designated agents of National Association of Letter Carriers Branch 984 pursuant to Local Implementation of the National Agreement.

 4-24-19

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