

LOCAL MEMORANDUM OF UNDERSTANDING

Between

NATIONAL ASSOCIATION OF LETTER CARRIERS

BRANCH 984

And

UNITED STATES POSTAL SERVICE

TROY, MISSOURI 63379

2016-2019

NALC BRANCH 984

Local Memorandum of Understanding

1. Additional or longer wash-up periods.

Reasonable time will be allowed.

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

The Troy Post Office will be on a fixed days-off schedule, with work week beginning on Saturday and ending on Friday. When the Troy Post Office establishes five city routes. The Union and Management will formulate a plan to switch to a rotating day off schedule.

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 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 media. Management shall, during normal business operations, prioritize phone and scanners before all communications.

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4. Formulation of a Local Leave Program

4.1 Date of Notification for Making Choice Vacation Period Selections.

Management will notify all carriers by November 1st of each year of the beginning and end dates of the coming vacation year.

4.2 Method for Making Choice Vacation Selections.

Selection process shall begin no later than December 1st. The vacation schedule will be passed to all Letter Carriers including CCA's by seniority. The first two rounds will be completed by the start of the new leave year. Letter Carriers will indicate their selection by completing a PS Form 3971. After completion of the second round all Letter Carriers, including CCA's, shall have the option of bidding the remaining weeks. This leave shall be granted on a first come, first served basis. The final determination shall be seniority.

4.3 Method for Making Non-Choice Leave Selections During the Choice Vacation Leave Selection Period.

(Not Applicable-The whole leave year is choice.)

4.4 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, provided a vacation slot is available.

4.5 Re-posting of Cancellations.

All cancellations shall be posted on the bulletin board as soon as management is notified of cancellation.

4.6 Exchanging of Leave.

Exchanging of leave will be permitted.

4.7 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.

4.8 Vacation Call In.

No carrier will be called into work while on annual leave.

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4.9 Military Leave.

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

4.10 FMLA Leave.

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

4.11 Posting of Scheduling.

Management will post the leave chart as soon as possible after it has been completed.

4.12 Percentage or number of carriers off During Non-Choice Period.

Not applicable, the whole leave year is choice.

5. The Duration of the Choice Vacation Period.

The Choice Vacation Period shall start with the week that includes January 1st and extend through the last full week in November. In addition, the last full week of December, which includes December 25th shall be included in the Choice Vacation period.

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 Conventions Shall be Charged to the Choice Vacation Period.

If selected by the Union as a delegate, he/she will be allowed to attend State and National Conventions and will not be counted towards choice vacation period.

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9. Determination of the Maximum Number of Employees Who Shall Receive Leave Each Week During the Choice Vacation Period.

In the Troy 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 of that calculation is 0.1 or higher, the next whole number shall be considered the correct figure. [Example: If there are 4 carriers (including CCA's) - 4 multiplied by 12% equals .48. That number is rounded up to 1 vacation slot.]

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 24 hours.

11. Determining 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 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 Submissions 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. This language includes CCA's and Career Letter Carriers.

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13. The Method of Selecting Employees to Work on a Holiday.

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

1. Part time flexible employees to the maximum extent possible, even if the payment of overtime is required.
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. City Carrier Assistants
4. 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.
5. Full time regulars who do not volunteer on what would otherwise be their non-scheduled day- by inverse seniority.
6. 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 will be Maintained by Each Installation.

The Overtime Desired list will be maintained by each installation.

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 temporary 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 Troy MO Post Office, its stations and branches will be known as an installation.

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19. The Assignment of Employee Parking Spaces.

All parking will be on a first come, first served 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.

This leave will not be part of the total vacation plan.

21. Those Other Items Which are Subject to the Local Negotiations as Provided in the Craft Provisions of this Agreement.

See Item 22.

22. Local Implementation of this Agreement Relating to Seniority, Reassignments, and Postings.

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 board 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. The successful bidder will be placed on said assignment within 15 days of the notice of successful bidder notification, except in the month of December.
4. 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.
5. 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 41.3.0.
6. Any time a regular route is changed by 40 percent or more, the carrier on this route may request in writing within ten (10) days that the route be reposted for rebidding without invoking 41.3.0.
7. When a letter carrier route or full time duty assignment other than the letter carrier route(s) or a 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.

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8. Representatives of Branch 984 may, with proper authorization, have the use of 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 agreement and the Local Memorandum of Understanding.

This Memorandum of Understanding is entered into on March 1, 2018 at Troy, 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.



Mrs. E. King, Postmaster
Troy Post Office
Troy, MO



Mr. Brian Grunwaldt, President
NALC Branch 984
Saint Charles, MO

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