

LOCAL MEMORANDUM OF UNDERSTANDING

2019 - 2023

**NATIONAL ASSOCIATION OF LETTER CARRIERS
BRANCH 4374
SOUTH MACOMB LETTER CARRIERS**

and

**UNITED STATES POSTAL SERVICE
ROSEVILLE, MI 48066**

ITEM 1: ADDITIONAL OR LONGER WASH-UP TIME.

Section 1:

It is the position of the U.S. Postal Service that letter carriers should be granted such time as is reasonable and necessary for washing up after performing dirty work or incidental to personal needs.

ITEM 2: THE ESTABLISHMENT OF A REGULAR WORKWEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.

Section 1:

All carriers assigned to routes, and to the extent possible, all Part-Time Flexible and CCA carriers will be assigned to a work schedule with rotating days off.

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.

Section 1:

The basic responsibility of a Post Office in a community undergoing a natural disaster is to receive, dispatch and deliver mail and to protect postal possessions and buildings. This must be done without endangering our employees.

Section 2:

The paramount factor in making any decisions about providing or continuing mail service is the safety of the personnel involved. Postal services will be provided in our community only as long as it is safe and practicable to do so under the general guideline of the safety of the employees involved.

Section 3:

Curfews or other restrictions imposed by local authorities should be observed by Postmasters in scheduling deliveries, collections, and other services. The Installation Head should implement restrictions or curtail services when deemed appropriate after analyzing the intelligence and recommendations received from Postal Inspectors, Local Authorities, or other media.

Section 4:

In the event, the Union believes an emergency condition exists and the Installation Head does not agree, the Union shall meet with the Installation Head to attempt to resolve the issue.

Consideration shall be given, but not limited to such conditions as:

- a) The safety and health of employees
- b) Civil disorders
- c) Acts of God
- d) The advice of local authorities

ITEM 4: FORMULATION OF THE LOCAL LEAVE PROGRAM

Section 1:

Vacation selections shall be made in November. Vacation scheduling will begin on November 1st and ends on December 31st of each year. Employees will select weeks beginning with the first full pay period of the leave year through the last full pay period of the leave year.

Section 2:

The vacation schedule shall be administered in four (4) phases.

Phase 1. All career letter carriers shall have the opportunity to select three (3) weeks maximum, splitting their choice of vacation into 5 or 10 working day segments, the total of which may not exceed 15 days.

- a) Up to three (3) of the weeks may be Choice Period provided two (2) weeks are consecutive.
- b) Carriers may not take three (3) separate weeks in Choice Period.
- c) During this phase, Non-Choice periods may be selected instead of the Choice Period.
- d) All three (3) weeks cannot be consecutive unless they are in the Non-Choice Period.

Phase 2. After Phase 1, CCA's will have the opportunity to select one (1) week of annual leave from the available weeks on the vacation board. CCA's must have sufficient leave balance available when the vacation week is taken in full or when selecting to take a partial week. Furthermore, the full or partial amount of annual leave requested by the 3971 will only be approved upon the employee having a sufficient leave balance when the leave is taken. CCA's may only trade weeks with another CCA.

Phase 3. All carrier letter carriers shall have the opportunity to schedule up to 2 weeks of additional leave, not to exceed the contractually guaranteed maximum, up to the carrier's annual allotment.

Phase 4. Once selections are completed, unselected weeks in the Choice and Non-Choice Period will remain open for the remainder of the leave year. Carriers and CCA's can exercise their seniority/relative standing rights for all remaining Non-Choice week periods up to their balance of annual leave by filling out form 3971. 3971's must be submitted to management no later than Close of Business two (2) weeks prior to the first day of the requested vacation week. Carriers cannot cancel other Choice selections already made to bid on new weeks. Carriers must also have the leave to bid on weeks. Additional leave may be scheduled on a first-come, first-serve basis in accordance with Item 12 of this Local Memorandum of Understanding.

Section 3:

There shall be no exchanging or cancellation of scheduled leave without Union approval. The Union must notify management in writing at least one week prior to the first day of the leave period of any exchanges or cancellations.

Section 4:

Any cancellations of entire weeks shall be posted and awarded by seniority. To be awarded a posted leave week, the employee must have the necessary annual leave available at the time of posting without canceling any other leave selections. Any cancellation of less than an entire week will not be posted.

Section 5:

Letter carriers who become ill while on annual leave shall be granted another selection, if available, during the remainder of the leave year. The carrier's illness must be of at least three (3) days duration and must be medically documented.

Section 6:

Employees requesting annual leave on the workday before or after his/her scheduled vacation will be granted preference over other employees, except for those requesting emergency annual leave. Such requests must be submitted in writing at least two weeks in advance.

Section 7:

Military leave shall not count as a part of a carrier's selection for the Choice Period.

Section 8:

There will be no trading of the July 4th Week or Christmas Week unless first offered to all employees, higher in seniority, above the lowest of the trading pair. The trade must be posted one month prior to the holiday week.

ITEM 5: THE DURATION OF THE CHOICE VACATION PERIOD.

Section 1:

The Choice Vacation Period will be the third full week in May and end on the Sunday following Columbus Day and include the week starting on Easter Sunday.

Section 2:

All other weeks will be considered Non-Choice Period.

Section 3:

Christmas Week will be considered Non-Choice at 9% of the total carrier workforce.

Section 4:

The first three weeks of December will be open at 5% of the total carrier workforce.

ITEM 6: THE DETERMINATION OF THE BEGINNING DAY OF ANY EMPLOYEE'S VACATION PERIOD.

Section 1:

All vacations will begin on Monday and end on Sunday, except for Christmas Week (December 26-31).

ITEM 7: WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS.

Section 1:

Employees will have the option of splitting their choice vacation into 5 or 10 working day segments, the total of which is not to exceed fifteen (15) days.

ITEM 8: WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL AND STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

Section 1:

Carriers on jury duty during scheduled annual leave shall be granted another selection, if available, during the remainder of the leave year.

Section 2:

The Union shall reserve weeks for National and State Conventions by November 1st of the preceding leave year. These weeks will be counted in the number of carriers off during that period. These weeks will not be considered to be part of the employee's (delegates) choice vacation selection.

ITEM 9: DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

Section 1:

Choice Vacation Period: 12% of the total carrier workforce

Non-Choice Vacation Period: 7% of the total carrier workforce

Non-Choice December 26-31: 9% of the total carrier workforce

Non-Choice: Other December Weeks: 5% of the total carrier workforce

Non-Choice Weeks inclusive of November 14-27: 12% of total carrier workforce

Section 2:

The "WorkForce" is defined as the total number of Full-Time Regular, Part-Time Flexible letter carriers as of November 1st of the previous leave year, rounded to the next highest integer.

ITEM 10: THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

Section 1:

The completed vacation schedule shall be posted by the first day of the new leave year.

ITEM 11: DETERMINATION OF THE DATE AND MEANS FOR NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

Section 1:

The employer shall post a notice indicating the beginning date of the new leave year by November 1st of the previous year.

ITEM 12: THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.

Section 1:

For increments of hours and days of annual leave, PS form 3971 shall be submitted no sooner than 30 days prior to the date(s) requested. Exceptions shall be made under certain circumstances.

PS form 3971 will be presented to the supervisor. The earliest dated request shall be honored in such order when sufficient replacements are not available to honor all requests.

Failure to reply by Thursday of the service week prior to the advance leave period requested shall entail approval of the request.

Section 2:

All requests for emergency annual leave shall be granted in case of injury, hospital confinements, weddings, or deaths in the immediate family (including the parents, grandparents, or legal guardians of the employee or spouse). The employee must submit acceptable proof documenting the emergency.

ITEM 13: THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

Section 1:

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

- a) CCA's
- b) Part-Time Flexibles
- c) Full-Time Volunteers by seniority
- d) Non-Volunteers working their Holiday or Non-Scheduled day by juniority

Section 2:

After the holiday schedule has been posted on Tuesday, and more employees are needed, management will revert back to their original holiday scheduling list soliciting volunteers by seniority.

ITEM 14: WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

Section 1:

The Overtime Desired List will be Installation wide. All career letter carriers have the option of having their names on the Overtime Desired Lists before the beginning of each quarter.

Any carrier may remove their name from the ODL or N/S Day list(s) at any time during the quarter. However, management does not have to immediately honor the request if the employee is needed for overtime on the day the request is made.

A letter carrier who signs the regular Overtime Desired List is obligated to work overtime when requested. However, Article 8 Section 5.E. provides that employees on the ODL may be excused from working overtime in exceptional cases.

If you wish to work up to 10 or 12 hours per day on your regularly scheduled day on other assignments as well as your own, you must sign the "10" or "12" hour ODL list.

If you wish to work overtime up to 12 hours on your own assignment on your regularly scheduled day, you must sign the Own Work Assignment (OWA) list.

Section 2:

The Non-Scheduled Day (N/S) List shall be separate from the Overtime Desired List.

- 1) This list will be administered quarterly on an office-wide basis.
- 2) Opportunities to work your N/S day will be offered on a rotating basis starting with the senior carrier.
- 3) This list does not affect the administration of the Overtime Desired List.
- 4) Since this list will be used to select carriers to work N/S days, "10" and "12" designation carriers on the regular ODL must sign this list as well to be considered for N/S day overtime opportunities.
- 5) Carriers on this list are obligated to work their N/S day, provided they are notified no later than 30 minutes past their regular start time, however, they may be excused from working overtime in exceptional cases.
- 6) Carrier Technicians who sign this list shall have their choice of open assignments according to Item 22 Section 9:

The bumping order will be as follows:

- a) open route on their swing
- b) unassigned CCA on their swing
- c) unassigned Part Time Flexible on their swing
- d) unassigned Regular not on a five (5) day bid
- e) assigned CCA on a five (5) day bid
- f) assigned Part Time Flexible on a five (5) day bid
- g) unassigned Regular on a five (5) day bid
- h) unassigned CCA office-wide may be bumped by a Carrier Technician who was displaced
- i) unassigned Part Time Flexible office-wide may be bumped by a Carrier Technician who was displaced
- j) assigned CCA office-wide may be bumped by a Carrier Technician who was displaced
- k) assigned Part Time Flexible office-wide may be bumped by a Carrier Technician who was displaced

ITEM 15: THE NUMBER OF LIGHT-DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

Section 1:

All requests for temporary and permanent light-duty assignments shall be considered by management based on the employee's medical restrictions, operating considerations, and the requirements and provisions of Article 13 of the National Agreement.

The Postmaster shall make every effort to employ letter carriers in their own station for light-duty assignments.

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.

ITEM 17: THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT-DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

Section 1:

Light Duty is that duty that can be performed by an ill or injured carrier without creating a hazard to himself/herself or other employees.

The following are identified as light-duty assignments within the letter carrier craft:

- a) office work on assigned route
- b) assisting other routes by setting up mail
- c) preparing carrier route maps
- d) coverage of suitable collection boxes
- e) delivering Express Mail
- f) labeling the inside of apartment boxes

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.

Section 1:

Reassignments shall be installation-wide with the junior employee excessed.

ITEM 19: THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Section 1:

Two parking spaces will be assigned to the NALC.

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.

Section 1:

Priority shall be given to employees who request leave to attend Union activities. Dates, scheduled in advance, shall be given to management as soon as possible.

ITEM 21: THOSE OTHER ITEMS, WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.

Section 1:

Stewards and Union officials, subject to supervisory approval, shall have the right to use Postal Service telephones to call the office in the performance of their grievance handling rights.

Section 2:

Upon notification of an emergency hospitalization or death of a letter carrier or a member of his immediate family, the President or Steward of Branch 4374, NALC, will be notified immediately, unless not desired by the carrier or his/her family.

Section 3: Article 41, Section 1-A-5

Letter carrier assignments shall not be posted when there is a change of more than one (1) hour in starting time.

Section 4: Article 41, Section 3-O

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 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) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with posting procedures in this article.

**ITEM 22: LOCAL IMPLEMENTATION OF THIS AGREEMENT
RELATING TO SENIORITY, REASSIGNMENTS, AND POSTING.**

Section 1:

Bidding for vacant craft assignments will be restricted to employees of the Roseville, MI post office, with seniority being the determining factor.

Section 2:

In instances where several assignments are posted, an employee may bid for as many assignments as are posted. His/her preferences will be shown as first choice, second choice, third choice, etc.

Section 3:

Employees applying for a vacant assignment shall submit a bid in writing to the Postmaster of the Roseville, MI post office during the period in which the notice is posted.

Section 4:

A bidder, at his/her option, may withdraw their bid providing the withdrawal is in writing, witnessed, and presented prior to the opening of the bids.

Section 5:

When an employee has successfully bid on a full-time duty assignment, (excluding a Carrier Technician position), that employee will have the right to retreat to his/her original assignment within seven (7) days of being assigned to the new position. After the seven (7) day trial period, however, the duty assignment will be permanent and retreat rights are invalid.

Section 6:

When a Regular Carrier employee successfully bids on a Carrier Technician assignment and retreats to his/her original assignment within seven (7) days, that employee will forfeit their right to the higher-level pay for that period. After the seven (7) day trial period, however, the duty assignment will be permanent.

Section 7:

If the employee is the successful bidder, the bid shall be considered one of the seven successful bids whether they accept the assignment or not.

Section 8:

In the event that a regular assigned carrier is required to work on his/her non-scheduled workday, he/she shall be assigned to work their own route.

Section 9:

All Carrier Technician regulars shall have their choice of open assignments when they are removed from their regular assignment by the regular on his/her non-scheduled day. If there are no open assignments on their swing, the Carrier Technician will have the option to exercise his/her seniority rights by bumping any temporarily assigned CCA, Part Time Flexible, or Unassigned Regular on his/her swing.

The bumping order will be as follows:

- a) open route
- b) unassigned CCA
- c) unassigned Part-Time Flexible
- d) unassigned Regular not on a five (5) day bid
- e) assigned CCA on a five (5) day bid
- f) assigned Part-Time Flexible on a five (5) day bid
- g) unassigned Regular on a five (5) day bid

- h) unassigned CCA office-wide may be bumped by a Carrier Technician who was displaced
- i) unassigned Part-Time Flexible office-wide may be bumped by a Carrier Technician who was displaced
- j) assigned CCA office-wide may be bumped by a Carrier Technician who was displaced
- k) assigned Part-Time Flexible office-wide may be bumped by a Carrier Technician who was displaced

Section 10:

Swapping of non-scheduled workdays will be confined to the six-carrier swing. Carriers can only swap workdays within a service week when both carriers are scheduled to work. Carriers must notify management; however, swapping will not need the consent of management.

Section 11:

Full-Time Reserve, Unassigned Regular, Part-Time Flexible, and CCA carriers will be allowed to indicate their preference by bidding on hold-down assignments office-wide. After bidding is completed, these carriers will be assigned to delivery units according to their preference by seniority and relative standing.

Section 12:

Management shall post all temporary vacant full-time craft duty assignments of an anticipated duration of five (5) days or more. Full-Time Reserve, Unassigned Regular, Part-Time Flexible, and CCA carriers may indicate their preference for such assignments office-wide until the Tuesday of the service week preceding the week in which the vacancy will arise.

Section 13:

Vacancies which arise after Tuesday of the service week preceding the vacancy will not be available for selection until the following week.

Section 14:

Carriers awarded a route due to these vacancies shall assume the non-scheduled day of the carrier regularly assigned to that route for a period that they are filling the vacancy.

LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on **May 28, 2021**, at the Roseville, MI 48066 between the representatives of the United States Postal Service and the designated agent of NALC Branch 4374 pursuant to the Local Implementation Provisions of the 2019 National Agreement with the National Association of Letter Carriers

This Local Memorandum of Understanding shall be in full force and effect until midnight on **May 20, 2023**, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.



John Syacsure III, President
NALC Branch 4374
South Macomb Letter Carriers



Tracy Pagel, Postmaster
Roseville, MI Post Office
United States Postal Service

5/28/2021
Date