## Local Memorandum of Understanding

### Between

## **United States Postal Service**

### And

National Association of Letter Carriers, AFL-CIO

Branch 30

At

Maryville, Missouri

November 21<sup>st</sup> 2011 - May 20<sup>th</sup> 2016

#### ITEM 1: ADDITIONAL OR LONGER WASH-UP PERIODS

When an employee is assigned to perform dirty work or work with toxic materials, the employee will be allowed reasonable wash up time.

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

All letter carriers will routes will consist of a five-day workweek running from Saturday through Friday 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

Postal operations will not be terminated unless the Postmaster, or his designee, determines that conditions so warrant. In making this determinations, Management may consider the safety and health of employees: civil disorders: acts of God: hazardous weather conditions: and other circumstances.

#### ITEM 4: FORMULATION OF LOCAL LEAVE PROGRAM

The installation head or designee shall meet with representatives of the Union to review local service needs as soon after December 1 as practicable. The installation head shall then determine a final date for submission of applications for vacation period, as provided for in Article 10 Section 3.D. 1, 2, 3 of the National Agreement and this LMOU. Choice vacation leave shall be granted on a seniority basis. If an employee wishes to cancel previously approved annual leave, notice of the cancellation must be received by Management no later than two weeks prior to the beginning of the vacation period. The cancelled periods shall be reposted and approved on a first come basis.

#### 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 last full week in November. An additional period shall be from December 26 through December 31.

## ITEM 6: THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACATION PERIOD

The Beginning Day of A Carrier's Vacation Period Will Start on Monday and End on Sunday.

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

Employees may request two selections during the Choice Vacation Period in units of five (5) or ten (10) days. The total not to exceed fifteen (15) days.

Item 8: Whether Jury Duty and attendance at National or State Conventions shall be charged to the choice vacation period.

A letter carrier who attends jury duty or a National, State or Regional convention during the employee's choice vacation period is eligible for another available period, provided, this does not deprive any other letter carrier of their choice vacation period.

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

The maximum number of letter carriers allowed off during the choice vacation period shall be 12% of the letter carrier craft. In those instances where computing the 12% does not result in a whole number, and the fractional result is five tenths (.5) or higher, the next whole number shall be considered the correct number.

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

Requests for choice vacation periods will be submitted using duplicate PS Form 3971. A copy of the approved or disapproved PS Form 3971 will be returned to the employee no later than January 1.

Item 12: The procedures or submission of applications for annual leave during other than the choice vacation period

Once the choice vacation plan is complete, employees may request two additional periods of annual leave. Requests will be approved by seniority.

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

- 1)Part Time Flexibles
- 2) Volunteers for their holiday or day designated as their holiday by seniority
- 3) City Carrier Assistants (CCA's)
- 4) Volunteers on their non-scheduled day by seniority
- 5) Non-volunteers on their non-scheduled day.
- 6) Non-volunteers on their holiday or day designated as their holiday.

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

Overtime desired lists will be by section

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

Requests for light duty will be handled in accordance with Article 13 of the National Agreement

Item 22: Local implementation of this agreement to seniority, reassignments and posting

Local implementation of this agreement relating to seniority, reassignment and posting shall agree with the provisions in Article 41.

#### LMOU Negotiations Maryville, MO 5/14/2013

### ITEM 13: The Method of Selecting Employees to Work on a Holiday

- Fart-time flexible employees to the maximum extent possible, even if the payment of overtime is required
- 2. Full-time regulars who volunteer to work on their holiday or day designated as holiday, by seniority
- 3. City Carrier Assistants (CCA's)

5-14-2013

- 4. Full-time and Part-time regular employees who 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 nonscheduled day by inverse seniority
- 6. Full-time regulars who do not volunteer to work on their holiday or day designated as a holiday, by inverse seniority

David A Teegarden

President, NALC Branch 30

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USPS Mid-America District, MPOO Area 4

The provisions of the Local Memorandum of Understanding between the United States Postal Service and the National Association of Letter Carriers at the Maryville, Missouri Installation are carried forward through May 2016.

For the United States Postal Service

Paul Eschbacher-Postmaster

Maryville, Missouri

For the National Association of Letter Carriers AFL-CIO

David A. Teegarden, President Branch 30

Date: 06/21/2013