

Maywood, Broadview and Westchester

Local Memorandum of Understanding

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- 15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment; 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 identification of assignments that are to be considered light duty assignments within each craft represented in the office.**
- 16. Method To Be Used In Reserving Light Duty Assignments**
- 17. Identification of Light Duty Assignments**
- 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.**
- 19. Assignment of Parking Spaces**
- 20. Whether Annual Leave For Union Activities Is Part of The Total Choice Vacation Plan**
- 21. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.**
- 22. Local implementation of this Agreement relating to seniority, reassignments and posting.**

ITEM 1

Additional or longer wash up periods

Each letter carrier will be granted five (5) minutes for wash-up after casing the route and prior to delivering on the street. Every letter carrier will also be granted five (5) minutes for wash-up after returning to the office from the street. Every letter carrier working as a router or inside casing for the day shall be granted wash up five (5) minutes before lunch and five (5) minutes before end tour.

ITEM 2

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

Base on a Six (6) Day work week. All letter carrier routes in the Maywood/Broadview and Westchester Post Office shall be on a rotating day off schedule, with the work week running from Saturday through Friday.

VOMA personnel work schedule shall consist of a regular work week of five (5) days with fixed days off on Saturday and Sunday.

- Unless there a change in the National Agreement to change to a five (5) day work week.

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.

Letter carriers shall not be required to attempt delivery during periods of inclement weather of such severity that civil authorities (e.g., city mayors, state highway police authorities, or state highway administrative authorities) consider road travel hazardous and have advised the public (by radio, television, or other media) not to travel public streets or highways. The Maywood/Broadview and Westchester Post Office shall comply with all requests by local (city

and county), state and federal officials in regard to any emergency that may be an endangerment to life or limb of the people in the affected area.

When the decision has been reached to curtail Postal Operation to the extent possible, management will notify and seek the cooperation of local radio and television stations and directly inform the NALC with the contact information they have given the Postal Service.

ITEM 4

Formulation of local leave program

Sec. 1

- a.* Twice a year the seniority and relative standing lists will be updated by request of the union. (September before vacation bidding recommended every year)
- b.* One (1) steward (or appointed person by the union) from each station and Management will identify one (1) supervisor in each station(s) who will be in charge of updating the vacation boards in both stations and returning the successful and unsuccessful PS Form 3971 vacation bids copies to the carriers.
- c.* Management will post in Maywood/Broadview and Westchester by seniority the carriers by date and rounds as in section two (2) of ITEM 4
- d.* Each carrier by every round will have four (4) days to make their selections until management moves to the next group of employees.

Sec. 2

Employees may make application at their station by rounds for vacation starting the first Monday of the work week of November of the preceding year. (I.e. Nov. 2013 for 2014 vacation year)

- a.* The schedule will start with the first fifteen (15) employees by seniority four (4) days to complete their PS Form 3971 in duplicate and turn them into management with their preference First, Second, Third etc printed on the top PS Form 3971 for choice.
*A Carrier(s) failing to make their selections per round(s) on their assigned four (4) days will be moved to the top of the next group of seniority carriers. Failing to bid the second (2nd) time the carrier(s) will moved again. Failure to bid the third (3rd) time if there is no more carriers in that round the carrier lose their bid(s) in that round. The two (2) identified management designees and stewards in Maywood/Broadview and Westchester will notify the carrier(s) per round(s) of their missed opportunity each round(s) and document.

Sec. 3

Applications submitted for first, second and third preferences of vacation weeks during the choice vacation period will be approved to allow off 9% of the total carrier complement in each station each week of the choice period. The percentage will be calculated using standard rounding procedures. (i.e., fractions of 0.5 and above will be rounded to the next whole number.)

Sec. 4

Within 15 days after the final date of submission of all applications for vacations periods within the choice vacation period, all employees will be given written notification of their approved dates

Sec. 5

After all full time, part time flexible and CCA's schedule employees have been provided written notice of their approved periods of leave during the choice vacation period by round, a complete leave schedule, including vacant periods will be posted for the entirety year.

Sec. 7

Upon notification of cancelled annual leave for vacation selection the cancelled period will be posted for bid. The posting will close at the end of the normal work day end tour on the Friday of the following week or the week proceeding the posted vacation period, which comes first. When the posting closes, the vacation period will be awarded to the senior bidder.

If a carrier has a need to cancel schedule annual leave, the leave must be cancelled no later than the Monday of the service week proceeding the week of the scheduled leave. Carriers will be required to take leave as scheduled, if it is not cancelled in a timely manner

Sec. 8

In the first selection of vacation weeks, Carriers may select to schedule one, two or three weeks to be taken consecutively or in separate periods in accordance with their entitlement under Article 10.3 of the National Agreement.

Sec. 9

All annual leave in excess of 440 hours must be scheduled to be taken prior to the second Saturday in December

Sec. 10

VOMA by position designation

ITEM 5

The duration of the choice vacation period(s)

The choice vacation period shall include the entire calendar year with the exception of the two (2) service weeks proceeding Christmas Day. The two (2) weeks shall be identified each year prior to posting the vacation bid schedule two (2) weeks before the first work week of November of every year.

ITEM 6

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

Scheduled annual leave periods shall be divided into units, each unit consisting of one (1) week. Vacations to begin on Monday and end on Saturday. No carrier will be called in to work while on annual leave.

ITEM 7

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

Management will have two (2) days at the end of every group of bidders to approved/disapprove PS Form 3971 and post on vacation board in both stations the open dates for the next 15 employees by seniority. A copy of the approved PS Form 3971 will be given back to every employee from pervious group before the next group of bidders. This process will continue until everyone on the rooster has had a chance to make their selections per round.

*Article 10.3 establishes a nationwide program for vacation planning for the regular work force and specifically addresses the selection of the choice vacation period(s).

*National & State Delegates will turn in their PS Form 3971 during the first week of the vacation bidding period and will get their approved PS Form 3971 back by the end of the following week.

- First round of bids every employee will select three (3) weeks
- Second round of bids every employee will select two (2) weeks
- All open dates on the calendar will become incidental days and will be given by first come first serve basis at the end of the vacation bidding for the entirety year.

ITEM 8

Jury Duty and Attendance at National or State Conventions Charged to Choice Period.

Jury duty will not be considered as part of the minimum percentage or number of carriers allowed off on annual leave during Choice Vacation Period.

When the National Convention is held that week will be blocked off in the choice time period. Every year for the State Convention those days will be blocked off in the choice time period. This time shall not be considered part of the delegate's and/or trainee's choice vacation period. The union will notify management of the name of the ten (10) delegates and the exact dates before the end of the first week of November.

* National & State Delegates will turn in their PS Form 3971 during the first round of the vacation bidding period and will get their approved/disapprove PS Form 3971 back by the end of the following week. (ITEM 4.2.a)

ITEM 9

Maximum Number Allowed Off During The Choice Vacation Period

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.

ITEM 10

Issuing Official Notice To Employees For Approved Vacation Schedule

Employees shall indicate choice vacation periods by checking off their choice on the posted vacation schedule and by submitting completed PS Form 3971, in duplicate for periods indicated. Carriers (CCA's) will follow the procedures in ITEM 4 for vacation bidding and the return approved PS Form 3971 will serve as the official notice.

ITEM 11

Determining Date and Means of Notification of Beginning of The New Leave Year

The employer shall as soon as information becomes available, but no later than November 1st, publicize on the bulletin board and by other appropriate means the beginning date of the new leave year, which shall begin with the first full Pay Period of the calendar year.

ITEM 12

Procedures For Submitting Requesting For Annual Leave For Other Than The Choice Period

Application for incidental annual leave other than emergency leave shall be submitted to the immediate supervisor on a PS Form 3971 which has been prepared in duplicate. To acknowledge receipt, the supervisor will sign and date the form in the "Signature of Supervisor Notified and Date" section and immediately return the duplicate copy to the employee. Supervisors/management will have Forty-Eight (48) hours to approve or disapprove leave or leave is approved.

ITEM 13

The method of selecting employees to work on a holiday.

(1) All full-time volunteers by seniority who will be working on their holiday or day designated as their holiday.

All Part-Time Flexible volunteers (If applicable)

(2) All city carrier assistant employees (CCA'S) and remaining Part- Time Flexibles.

(3) All fulltime volunteers selected by seniority who will be working their non-scheduled day.

(4) Assign all other full-time employees (combined holiday and overtime employees) by inverse seniority with guarantees as specified in article 11 of the national agreement.

ITEM 14

Whether Overtime Desired Lists Should Be By Section or Tour

The two (2) stations (Maywood/Broadview and Westchester) shall both have their own Overtime Desired List and Work Assignment List for each station, and it shall be within the entire regular carrier craft in that station.

PTF's and CCA's will be shared by the two (2) stations.

The T-6 on the ODL in that unit will be assigned to overtime for overtime in that unit for that day only.

VOMA by position is a separate designation.

ITEM 15

The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment; 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 identification of assignments that are to be considered light duty assignments within each craft represented in the office.

Other operation work that is necessary identified not covered by bid assigned and work is identified by either party will be given to the employee. The Postmaster shall make every effort to employ letter carriers in their own station(s) or branch(s) for light duty assignments.

Identification of Light Duty Assignments—It is agreed that light duty assignments within the stations and branches, for letter carriers, may include but not be limited to:

1. Express mail pick-up and delivery
2. P.M. Collections in Maywood
3. Open routes (called to cased in)
4. Parcels pick up (Customer pick up)

ITEM 16

Method To Be Used In Reserving Light Duty Assignments

Light duty assignments will be granted by availability within the employee's restrictions when requested as outlined in Article 13 of the National Agreement

ITEM 17

Identification of Light Duty Assignments

The duties for light duty assignments will include, but are not limited to:

- a. All letter carrier duties within the employee's physical capabilities.
- b. Any work assigned by the employer within the employee's physical restrictions.

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.

It is agreed that Maywood/Broadview and Westchester Post Office and its stations shall be known as one installation/section for the purpose of applying Article 12 of the National Agreement.

ITEM 19

Assignment of Parking Spaces

Parking spaces in excess of the USPS needs will be available on a first come first serve basis.

ITEM 20

Whether Annual Leave For Union Activities Is Part of The Total Choice Vacation Plan

Annual leave approved to attend union activities prior to the granting of choice vacation period will not be counted in the number provided for in ITEM 8 of this local memorandum of understanding.

ITEM 21

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

- A. Trading – No trading of vacation period selections between employees will be allowed
- B. Split vacation(s)
 - 1. No application for split vacation(s) will be accepted
 - 2. No employee may cancel his/her previously posted selection in order to split vacation(s).
 - 3. Any carrier canceling vacation(s) must cancel no later than the Monday of prior week of desired vacation.
 - 4. When the Union has not notified management of the convention(s) dates prior to December 31st, Management will make every reasonable effort, consistent with needs of the service, to grant leave request for delegate's attendance at the NALC National and State Conventions.
- C. Seniority
 - 1. There only one (1) seniority list in the installation(s)
 - 2. Copy posted to bulletin board
 - 3. Changes will be
- D. Labor Management Meetings
 - 1. The parties to this agreement shall meet at the request of the NALC and /or Management within 30 days from requested date.
- E. Joint Labor-Management Safety and Health Committee
 - a. Duties and responsibilities of the Chairperson, Secretary and Committee members are explained in EL-809 section 5
 - b. Order of Business and Suggested Format for Minutes of Meeting (EL-809 section 7 and 8)

- c. Safety meeting minutes must be posted after each monthly meeting. Time will be given to the secretary during the following week after meeting to complete the task after every meeting. A copy will be given to the union(s) and management for additions and corrections. Final draft will be signed by Chairperson and Unions.

ITEM 22

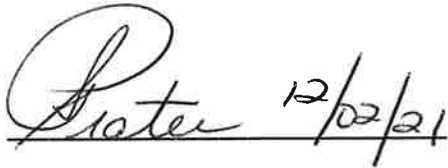
Local implementation of this Agreement relating to seniority, reassignments and posting.

- A. Posting – All vacancies and new positions shall be posted for a period of ten (10) days and bids be accepted as noted in the posting
- B. Elimination of Full time routes
 1. Whenever routes changes are made resulting in the termination of a route, the adjustments should be made eliminating the route of the junior regular carrier whenever possible.
 2. When a letter carrier route or full time duty assignment, other than the letter carrier route(s) or full time assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of , but not limited to, route adjustments, highway, housing projects, all routes and full time duty assignments at that unit held by the letter carriers who are junior to the carrier(s) who route(s) or full time assignment(s) was abolished shall be posted for bid in accordance with the posting procedures, in Article 41 of the National Agreement. (Article 41.3.O)
- C. Posting of temporary assignment(s) (Hold downs) All full time unassigned regular(s), reserved and part time flexible carriers may make known their preference for all craft duty temporary replacement assignment of five (5) days or more and management will make these assignments on the basis of seniority. CCA's may exercise their preference (by use of their relative standing as defined in Section 1.f of the MOU, Re, City Carrier Assistant) for available full-time craft duty assignment of anticipated duration of five (5) days or more in the delivery unit to which they are assigned that are not selected by eligible career employees.
 - Annual leave schedule posted for the entire year, and employee in the categories above may present request for such assignments in thirty (30) day segments. The method of presentation will be decided by the individual station. Unscheduled absences of five (5) days or more will be offered to the eligible bidder by posting
 - Bidding for temporary vacancies will end on Thursday at the close of the regular work week end tour hour proceeding the service week of the vacancy.
- D. Exceptions to the duration clause occur when:
 - a. Full time reserve and unassigned carriers who have insufficient work for eight (8) hours and bump part time flexible or CCA's on temporary bids assignments.
 - b. There is not eight (8) hours of work in the delivery unit for a reserve or unassigned carrier who may bump a part time flexible or CCA's holding a temporary bid

assignment rather than be reassigned to another delivery unit where there is eight (8) hours of work.

- c. A reserve or unassigned carrier is the successful bidder of a permanent vacant duty assignment.
- d. Reserve carriers by virtue of having craft full time duty assignment, may not be arbitrarily moved from their permanent or temporary bid assignment. Unassigned carriers maybe assigned to permanent route vacancies after their temporary bid assignments have ended.
- e. Full time carriers, who are called into work their own route on their non-scheduled day, bump their utility, who then may bump a reserved, unassigned, part-time flexible or CCA carriers holding a temporary bid assignment on one of the other four (4) routes on the utility string.
- f. If there is no open route on the utility string, then the floater or T-6 may bump any route that is manned by someone other than the regular assigned carrier or the regular assigned floater/T-6.
- g. A floater or T-6 called in on his/her non-scheduled day shall be assigned to a route on his/her string that is not manned by the regular or anyone holding temporary bid.

This agreement is entered into pursuant to the terms of Article 30 of the National Collective Bargaining Agreement between the National Association of Letter Carriers AFL-CIO and the United States Postal Service, effective September 21, 2019 through May 20, 2023

 12/02/21

**Shawanda Prater
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 12/2/21

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President, Branch #11-NALC**