

2016-2019

**LOCAL
MEMORANDUM
OF
UNDERSTANDING**

U.S. POSTAL SERVICE

BRANCH2184
NATIONAL ASSOCIATION
OF
LETTER CARRIERS
AFL-CIO

BELLEVILLE, MICHIGAN
DEARBORN, MICHIGAN
DEARBORN HEIGHTS, MICHIGAN
DUNDEE, MICHIGAN
FLAT ROCK, MICHIGAN
GROSSE ILE, MICHIGAN
INKSTER, MICHIGAN
LINCOLN PARK, MICHIGAN
NORTHVILLE, MICHIGAN
MONROE, MICHIGAN
PLYMOUTH, MICHIGAN
ROCKWOOD, MICHIGAN
TAYLOR, MICHIGAN
TEMPERANCE, MICHIGAN
TRENTON, MICHIGAN
WESTLAND/WAYNE/CANTON, MICHIGAN
YPSILANTI, MICHIGAN

ITEM#1
WASH-UP PERIODS

All letter carriers will be granted up to 5 minutes daily for washing up after performing dirty work or incident to personal needs.

ITEM#2
REGULAR WORK WEEK

The work week will be Saturday through Friday with rotating days off for all fulltime city carriers.

ITEM#3
CURTAILMENT OF OPERATIONS

Determination of the utilization of the scheduled workforce will be dependent on the severity of the specific conditions, the degree of the emergency and the needs of the Postal Service with emphasis on safeguarding the health and welfare of the employees.

Management shall attempt to notify the local Union official(s) when a decision is reached concerning the curtailment or termination of postal operations. The local Union officials(s) may request consultation with the Postmaster (or designee) concerning the curtailment of operations. Management shall notify the employees at the earliest possible time of curtailment or termination of postal operations. Such notification will be made utilizing all available means of communication including public media.

ITEM#4
LEAVE PROGRAM

Section 1. QUOTA OF CARRIERS OFF DURING THE NON-CHOICE PERIOD

For purposes of vacation planning the maximum number of letter carriers to be excused from work per week during the Non-choice vacation period shall be 9% of the number of letter carriers earning annual leave, i.e., regulars, reserve regulars, unassigned regulars, full-time flexible and part-time flexible employees, from each installation's authorized complement or the number of letter carriers on each station's employment roster, whichever is greater, in effect on December 1 of each year covered by this agreement. The resultant number, if .5 or greater, shall be rounded up to the next whole number, with a minimum of one (1). The vacation chart will be made available for review by the carriers prior to making their selections.

Section 2. INITIAL VACATION PLANNING

(a). One master vacation chart shall be used at each station indicating in red outline the weeks of the choice vacation period. The remaining weeks of the chart will be considered non-choice vacation. Each week of the chart will reflect the number of vacation slots available. The month of January of the following calendar year will be included in the non-choice period.

(b). From December 1 through January 15, Management shall accept choice and non-choice annual leave selections of five (5) days or more.

(c). Carriers will make their leave selections within a reasonable period after being contacted. Carriers failing to do so will be bypassed and when prepared to select shall do so from what is then available.

(d). Carriers will select non-choice and choice vacations by their seniority.

(e). Carriers shall not be restricted in the number of non-choice weeks selected; however, sufficient annual leave must be available to cover the selections. If sufficient annual leave is not available the carrier shall determine any forfeiture, which must be consecutive.

(f). Carriers shall sign their names in the appropriate slots on the master vacation chart. At the same time separate PS forms 3971 shall be prepared in duplicate for the choice and non-choice selections. Management shall retain the originals and the carriers will be given the completed duplicates.

(g). Management will post the master vacation chart in a conspicuous location as soon as it has been completed. It will remain posted throughout the year except for further compilation and amending.

Section 3. SUBSEQUENT SELECTIONS OF VACATION WEEKS

Subsequent to the initial planning but before March 1 of the leave year, carriers, by seniority, shall make selections from any slots that remain open, provided sufficient annual leave hours are available to cover the selections. The master vacation chart and PS form 3971 will be used as in the initial planning.

Section 4. GENERAL RULES OF VACATION PLANNING

(a). Management will make every effort to notify employees absent from duties of the opportunity to select annual leave in accordance with their seniority.

(b). Military leave will not count as part of a carrier's selection for the choice or non-choice period, nor will it be charged against the branch's quota for the choice and non-choice periods.

(c). Exchanging of leave is not permitted.

(d). Carriers transferring from one section to another will retain the leave they selected during the choice and non-choice periods.

(e). No carrier will be permitted to work during selected annual leave periods.

(f). Emergency leave will be granted priority consideration.

(g). Approved annual leave for City Carrier Assistants (CCAs) that is scheduled during the first ninety (90) days following a subsequent conversion to fulltime career status will be honored in an approved Leave Without Pay (LWOP) status and will be placed on the annual leave board.

Section 5. CANCELLATIONS

(a). Vacations selected in units of five days must be canceled in units of five days.

(b). Any carrier canceling within 14 days of scheduled leave will be ineligible for selecting any part of the canceled leave. Re-posting of cancellations shall take place as soon as management is notified. The local union representative will be notified of all cancellations. Cancellations shall remain posted for ten days, time permitting, and will be awarded to the senior bidder. If for any reason a carrier enters into a status that precludes their use of selected annual leave, the weeks will be reposted.

Section 6. APPLICABILITY

The above procedures are applicable for letter carrier leave requests for five days or more.

Section 7. LEAVE REMAINING

(a). The employer shall not cause any employee to forfeit accumulated leave in excess of 55 days.

(b). All leave remaining can be requested at the discretion of the employees. All requests shall be made on completed PS form 3971, in duplicate, no earlier than six (6) weeks prior to the first day of the vacation week in which the leave requested is to begin.

(c). Leave remaining will be granted if it does not exceed the negotiated percentages, if the request is submitted at least 24 hours in advance, but no later than 12 Noon (12:00 p.m.) the preceding day. Leave requests submitted later than 12 Noon (12:00 p.m.) the preceding day will be approved at the discretion of management; however every attempt will be made to honor such requests.

A vacation slot may be considered unavailable for each letter carrier off work on extended leave of five (5) days or more due to illness or injury, as well as absences of five (5) days or more that qualify for coverage under the provisions of the Family and Medical Leave Act (FMLA) or Sick Leave for Dependent Care (SLDC). A vacation slot may be considered filled when up to two (2) carriers have been approved annual leave of **8 hours or more** for any part of the week. Evidence of an employee's extended absence, if submitted and available, must be provided to local Union representatives upon request.

(d). Leave in excess of the negotiated percentages will be granted to the extent possible.

(e). Leave requested in advance shall be granted on a first come, first-serve basis. Requests for leave made for the same period submitted on the same day shall be granted on a seniority basis.

(f). All requests (PS form 3971) must be placed in the immediate supervisor's hand and management shall respond within seventy-two (72) hours from the time of submission (excluding Sundays and holidays) or the request will be granted.

(g). Incidental leave (leave remaining) requests for City Carrier Assistants (CCAs) submitted during and outside of the choice vacation period will be granted, subject to five day service breaks and holiday scheduling needs. The leave blocking provisions in (c) above will not apply.

Section 8. REPLACEMENT LEAVE FOR UNION OFFICIALS GRANTED LWOP (CODE 84)

Recognizing that carriers granted LWOP as Union Officials (Code 84) may have a reduction in the amount of USPS leave earned, the parties agree to the following: any Union official granted USPS leave in accordance with the local leave program; who has lost annual leave due to Union activity, will have LWOP approved upon request for the annual leave lost, charged to the leave board. The Branch President will coordinate the application ohms provision with the installation head.

Section 9. CCA VACATION PLANNING

(a). CCAs will be provided with a separate vacation board, and will be allowed to select vacations in order of relative standing. Annual leave will be granted subject to the employee having a sufficient leave balance when the leave is taken, and subject to the holiday scheduling needs of the service.

(b). One (1) annual leave slot will be provided each week in offices with 13 or less CCAs on the rolls as of December 1st each year. Two (2) annual leave slots will be provided each week in offices with 14 or more CCAs on the rolls as of December 1st each year. The count of CCAs will include those that may be on their 5-day break as of December 1st.

(c). Approval for CCA leave requests above the number allowed off will be at management's discretion.

ITEM#5 DURATION OF CHOICE VACATION PERIOD

In the Dearborn, Plymouth, Westland/Wayne/Canton, Taylor, and Ypsilanti Installations, the choice vacation period shall begin the week containing the Memorial Day Holiday in May and shall continue through the week containing the Labor Day Holiday in September.

In the Belleville, Dearborn Heights, Dundee, Flat Rock, Grosse Ile, Inkster, Lincoln Park, Monroe, Northville, Rockwood, **Temperance** and Trenton Installations choice vacation period will begin the first full week of May and shall continue through the last full week of September.

ITEM#6 VACATION BEGINNING DAY

Vacation periods will begin on Monday and continue through Sunday.

ITEM#7 LEAVE OPTION

During the initial vacation planning, letter carriers, at their option, may request one (1) or two (2) selections during the choice 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 JURY DUTY AND UNION LEAVE BUSINESS

Jury Duty shall not be charged to the choice vacation period. Letter carriers on jury duty for a full week or more during the choice vacation period shall be eligible for another period within the choice vacation plan in accordance with Article 10, Section 3, Part D1 and Part D2 of the National Agreement.

Attendance at the National or State Conventions will be charged to the choice vacation period with the exception of one delegate from each station leave board and one other at-large from installations with multiple stations. Duly elected members of the NALC attending National and State conventions shall be eligible for another period within the choice vacation plan in accordance with Article 10, Section 3, part D1 and part D2 of the National Agreement.

ITEM#9
LEAVE SCHEDULING

For purposes of vacation planning the maximum number of letter carriers to be excused from work per week during the Choice vacation period shall be 13% of the number of letter carriers earning annual leave, i.e., regulars, reserve regulars, unassigned regulars, full-time flexible and part-time flexible employees, from each installation's authorized complement or the number of letter carriers on each station's employment roster, whichever is greater, in effect on December 1 of each year covered by this agreement. The resultant number, if .5 or greater, shall be rounded up to the next whole number, with a minimum of one (1). The vacation chart will be made available for review by the carriers prior to making their selections.

ITEM#10
LEAVE APPROVAL

PS form 3971 shall be the official notice of scheduled vacation approval for the employee. Employees will complete the PS form 3971 concurrently with signing the master vacation chart. Employees will be given a completed duplicate copy of PS form 3971 by the end of the initial and subsequent vacation planning. The copy should be provided at the time of signing but no later than 48 hours afterwards.

ITEM#11
NOTIFICATION OF NEW LEAVE YEAR

Management will post on their bulletin board a notice advising employees of the beginning date of the leave year in accordance with Article 10, Section 4A of the National Agreement.

ITEM#12
LEAVE OUTSIDE OF THE CHOICE VACATION PERIOD

Section 1. INITIAL PLANNING

(a). From December 1 through January 15 management shall accept non-choice annual leave selections of five (5) days or more.

(b). Carriers will select non-choice vacations by their seniority

(c). Carriers will make their leave selections within a reasonable period after being contacted. Carriers failing to do so will be bypassed and when prepared to select shall do so from what is then available.

(d). Carriers shall not be restricted in the number of non-choice weeks selected; however, sufficient annual leave must be available to cover the selections. If sufficient annual leave is not available the carrier shall determine any forfeiture, which must be consecutive.

(e). Carriers shall sign their names in the appropriate slots on the master vacation chart. At the same time separate PS forms 3971 shall be prepared in duplicate for the choice and non-choice selections. Management shall retain the originals and the carriers will be given the completed duplicates.

(f). Management will post the master vacation chart in a conspicuous location as soon as it has been completed. It will remain posted throughout the year except for further compilation and amending.

Section 2. LEAVE REMAINING

(a). The employer shall not cause any employee to forfeit accumulated leave in excess of 55 days.

(b). All leave remaining can be requested at the discretion of the employees. All requests shall be made on completed PS form 3971, in duplicate, no earlier than six (6) weeks prior to the first day of the vacation week in which the leave requested is to begin.

(c). Leave remaining will be granted if it does not exceed the negotiated percentages, if the request is submitted at least 24 hours in advance, but no later than 12 noon (12:00 p.m.) the preceding day. Leave requests submitted later than 12 Noon (12:00 p.m.) the preceding day will be approved at the discretion of management; however every attempt will be made to honor such requests. A vacation slot may be considered unavailable for each letter carrier off work on extended leave of five (5) days or more due to illness or injury, as well as absences of five (5) days or more that qualify for coverage under the provisions of the Family and Medical Leave Act (FMLA) or Sick Leave for Dependent Care (SLDC).

A vacation slot may considered as filled when up to two (2) carriers have been approved annual leave of **8 hours or more** for any part of the week. Evidence of an employee's extended absence, if submitted and available, must be provided to local Union representatives upon request.

(d). Leave in excess of the negotiated percentages will be granted to the extent possible.

(e). Leave requested in advance shall be granted on a first come, first-serve basis. Requests for leave made for the same period submitted on the same day shall be granted on a seniority basis.

(f). All requests (PS form 3971) must be placed in the immediate supervisor's hand and management shall respond within seventy-two (72) hours from the time of submission (excluding Sundays and holidays) or the request will be granted.

(g). Incidental leave (leave remaining) requests for City Carrier Assistants (CCAs) submitted during and outside of the choice vacation period will be granted, subject to five-day service breaks and holiday scheduling needs. The leave blocking provisions in (c) above will not apply.

ITEM#13
HOLIDAY SCHEDULING

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

- PTF Employees;
- Full-Time volunteers who will be working on their holiday, selected by seniority
- Full-Time volunteers who will be working on their non-scheduled day, selected by seniority;
- City Carrier Assistants (CCAs)
- Non-Volunteer Full-Time Employees who will be working on their non-scheduled day by inverse seniority; and finally,
- Non-Volunteer Full-Time Employees who will be working on their holiday by inverse seniority.

Management will bypass full-time regular non-volunteers whose NS day(s) or holiday is conjoined with a scheduled vacation unless the pecking order above fails to yield enough people.

The holiday schedule will be posted in accordance with Article 11 of the National Agreement with a copy provided to the local Union official(s).

ITEM#14
"OVERTIME DESIRED" LIST

An "overtime desired" list for those full-time employees who desire to work overtime shall be established for each station. "Overtime desired" lists shall be maintained as outlined in Article 8, Section 5, of the National Agreement.

ITEM#15
NUMBER OF LIGHT DUTY ASSIGNMENTS

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.

ITEM#16
RESERVING LIGHT DUTY ASSIGNMENTS

No identifiable light duty assignments will be reserved. Any duties permissible by medical documentation shall be considered for a light duty assignment. Final determination shall be made by the installation head or designee.

ITEM#17
IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

Any duties that injured employees are capable of performing will be considered. The installation head shall make every effort to employ employees in their own work location for light duty assignments.

It is agreed that light duty assignments within the work locations for employees may include but not be limited to:

1. A carrier's regular duties to the extent possible.
2. Providing assistance by casing mail.
3. Coverage of suitable collection routes.
4. Combining part-time hours for an eight (8) hour day and forty (40) hour week when and if possible at the station level.
5. Auxiliary routes.
6. Express Mail Relays, Parcel Post.

ITEM#18
EXCESSING FROM A SECTION

All letter carrier assignments in each independent installation comprise a section. An installation is defined as all offices/stations in geographic delivery areas under the jurisdiction/administration of one postmaster. The reassignment of employees that are excess to the needs of a section shall be done by inverse seniority.

ITEM#19
PARKING

Letter carriers will park on a first-come, first-serve basis in designated areas on postal premises; however, existing policies currently in effect at the independent installations shall remain in effect for the duration of this agreement.

ITEM#20
ANNUAL LEAVE TO ATTEND UNION ACTIVITIES

With the exception of one attendee from each station leave board and one other at-large from installations with multiple stations, annual leave to attend Union activities other than State and/or National Conventions requested prior to the determination of the choice vacation schedule shall be considered part of the total choice vacation plan.

ITEM#21:
NEGOTIABLE CRAFT ITEMS

ITEM#22:
SENIORITY, REASSIGNMENTS & POSTINGS

Section 1. VACANT DUTY ASSIGNMENTS

(a). Notice inviting bids shall be posted on an installation-wide basis.

(b). 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 management's bulletin board for 10 calendar days. Copies of the notice and assignment awards shall be mailed to the local president. When an absent employee has so requested in writing, stating a mailing address, a copy of any notice inviting bids from the craft employees shall be mailed to the employee by the installation head.

(c). Any change in the rotating day off of the assignment will be noted in the posting.

(d). Letter carriers shall make their bids in writing to the installation head by the stipulated time on the final day. When more than one assignment is posted, letter carriers shall have the right to bid for all assignments indication their order of preference; e.g.

First choice _____

Second choice _____

Third choice _____

A steward or other Union representative shall be present when bids are opened.

(e). Where telephone bidding is an alternative form of bidding, bids may be submitted by telephone. When computerized and telephone bidding are available to all employees in an installation, telephone and computerized bidding is mandatory.

(f). Branch 2184, NALC incorporates into the **2016-2019** LMU the following language from Article 41, Section 3.0 of the National Agreement: 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, highway, 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 the Article. In Post Offices where there are stations the branch applies this language (including the right to delete it on a one-time basis) to each of the individual stations as well as the main office.

(g). Any letter carrier whose individual bid assignment is changed by 50% or more of existing deliveries through any route adjustment process will have the option of vacating the assignment, which will then result in the application of the provisions of Article 41.30 as defined in (f).

Section 2. SUCCESSFUL BIDDERS

When there is a change of more than one (1) hour in starting time of an assignment, it shall be the option of the assigned employee whether to vacate or remain on the assignment.

Section 3. OPTING

(a). At each work location, assignments available for opting under Article 41, Section 2B of the National Agreement shall be posted. The format of the posting will be determined jointly at each station by a manager and union representative.

(b). Management shall post for a minimum of five days temporarily vacant assignments for the week, for purposes of opting. Full-time reserve, unassigned regular and part-time flexible letter carriers, and city carrier assistants (CCAs) wishing to opt must indicate their preference in writing for such assignments prior to Wednesday before the service week in which the assignment commences (or Tuesday, if the week includes a holiday).

(c). On the Wednesday before the service week in which the assignments commence (or Tuesday, if the week includes a holiday), the assignments shall be awarded by seniority or by relative standing in accordance with Article 41, Section 2(B) 3 & 4 of the National Agreement and a schedule shall be posted.

(d). If any assignment becomes available due to unanticipated circumstances, management shall solicit by conspicuous posting (in a manner agreed upon locally) the preference of eligible employees who could be available to fill the assignment the following Monday. The assignment will be awarded by seniority or by relative standing.

Section 4. TEMPORARY ASSIGNMENT CHANGE FOR T-6 ASSIGNMENTS

A full-time regular carrier called in to 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 T-6 carrier may be assigned. This is inclusive of assignments that are temporarily vacant and have been opted on by PTF, reserve regular or unassigned regular carriers, or by city carrier assistants (CCAs). Otherwise the carrier working on a non-scheduled day will be assigned where needed. If two or more vacancies on the string exist the T-6 carrier shall select his/her assignment. **If a full-time regular is called in to work on a non-scheduled day and if two or more vacancies on the string still exist, the T-6 carrier shall select his/her assignment. If one of the two vacancies has been opted on, it will not be considered as vacant for purposes of applying this provision.**

MISCELLANEOUS

Section 1. COMMITTEES

Union members of all Postal Service committees shall be designated by the Union, unless criteria for the committee states otherwise.

Section 2. LOCAL LABOR-MANAGEMENT COMMITTEE MEETINGS

(a). In accordance with the provisions set forth in Article 17, Section 5, of the National Agreement, joint labor-management committee meetings will be held regularly in each installation. The frequency and necessity of the meetings will be determined by the parties at the local offices.

(b). Agenda items for labor-management committee meetings shall be exchanged at least two (2) calendar days prior to the day on which the meeting is scheduled.

(c). Labor-Management committee meetings will be convened at a mutually agreed time.

(d). Minutes of labor-management meetings may be kept by both parties and copies shall be exchanged and initialed by the parties for verification. Any agreement reached at such meetings shall be reduced to writing and signed by both parties.

Section 3. SAFETY

(a), Safety is of primary consideration. Management and the Union insist on the observance of safe rules and safe procedures by employees and insist on the correction of unsafe conditions. Letter carriers will not be required to risk personal injury when performing duties. Carriers shall make a written report of hazardous conditions on PS Form 1767 and management will investigate and respond as required.

(b). Recognizing the importance of the safety and health of the employees and their differing capabilities, management will make every reasonable effort to provide equipment as needed to protect employees' safety and health.

(c). Management will contact local authorities in all instances of dog bites.

(d). The Station Steward(s) and/or the Local Union will be notified of all on the job letter carrier injuries and accidents. It is the responsibility of management to ensure that employees are made aware of their rights and responsibilities and are provided with required forms after reporting job related injuries.

Section 4. TRAINING

Recognizing the importance of training, new carriers, including city carrier assistants (CCAs), will be trained on the clock in the proper performance of their duties including but not limited to casing mail, use of forms, and mail delivery procedures. Training will be given by competent personnel, and will be recorded on the proper forms. The certification of completion will be filled out and signed off by all required parties immediately upon completion of the training.

Section 5. UNION ACCOMODATION

(a). If available, a locker at each installation will be provided for Union use, unless other arrangements are made between management and the office steward.

(b). At each work location the NALC officials will be afforded privacy for conducting representative duties.

(c). In stations where computers are available, reasonable access will be granted to NALC stewards in the performance of their Union duties.

Section 6. LMU MODIFICATION

Upon mutual agreement to negotiate, this LMU may be modified as it is applied to a particular installation. Any modification agreed to must be reduced to writing and signed by the Branch president and the installation head.