

**2013 CITY CARRIERS
LOCAL MEMORANDUM OF UNDERSTANDING**

BETWEEN

UNITED STATES POSTAL SERVICE

OMAHA, NEBRASKA

AND

**NATIONAL ASSOCIATION OF LETTER CARRIERS
(AFL-CIO) – BRANCH 5**

Contents

	Page
Item 1: <u>Additional or longer wash-up periods.</u>	3
Item 2: <u>The establishment of a regular work week of five days with either fixed or rotating days off.</u>	3
Item 3: <u>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.</u>	3,4
Item 4: <u>Formulation of Local Leave Program</u>	4
Item 5: <u>The duration of the choice vacation period(s).</u>	5
Item 6: <u>The determination of the beginning day of an employee's vacation period.</u>	5
Item 7: <u>Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.</u>	5
Item 8: <u>Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.</u>	5
Item 9: <u>Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.</u>	5
Item 10: <u>The issuance of official notices to each employee of the vacation schedule approved for such employee.</u>	6
Item 11: <u>Determination of the date and means of notifying employees of the beginning of the new leave year.</u>	6
Item 12: <u>The procedures for submission of applications for annual leave during other than the choice vacation period.</u>	6,7
Item 13: <u>The method of selecting employees to work on a holiday.</u>	7
Item 14: <u>Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.</u>	8

Contents

(continued)

	Page
Item 15: <u>The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.</u>	8
Item 16: <u>The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.</u>	8
Item 17: <u>The identification of assignments that are to be considered light duty within each craft represented in the office.</u>	8,9
Item 18: <u>The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.</u>	9
Item 19: <u>The assignment of employee parking spaces.</u>	9
Item 20: <u>The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.</u>	10
Item 21: <u>Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.</u>	
<u>Article 1 - Union Recognition</u>	10
<u>Article 8 - Hours of Work</u>	10,11
<u>Article 12 - Principles of Seniority, Posting and Reassignments</u>	11,12
<u>Article 14 - Safety and Health</u>	12
<u>Article 16 - Discipline Procedure</u>	12
<u>Article 17 - Representation</u>	13
<u>Article 41 - Letter Carrier Craft</u>	13,14
<u>Article 43 - Separability and Duration</u>	14
Item 22: <u>Local implementation of this Agreement relating to seniority, reassignments and posting.</u>	14

Item 1: Additional or longer wash-up periods.

Article 8, Section 9, National Agreement provides reasonable wash-up time for an employee who performs dirty work. Any employee should be granted such time as is reasonable and necessary for wash-up after performing dirty work and/or handling toxic material

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

- A. Letter Carriers in the Omaha Post Office will be granted a non-scheduled work day on a rotating basis, except as provided in 2, below.
- B. Letter Carriers on Letter Route(s), business, residential, mixed business and residential, Parcel Post and Combination Service Route(s) and Collection Route(s) that do not have a full eight (8) hours Saturday delivery schedule, shall have a Monday through Friday work week, with Saturday as the non-scheduled day.
- C. When management intends to change route(s), non-scheduled day from rotating to fixed or fixed to rotating, the letter carrier affected and the Branch President and Unit Steward shall be notified at least (14) calendar days prior to the effective date of the change.

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 curtailed or terminated at the post office unless the postmaster determines that the conditions so warrant. The union may request consultation with the postmaster concerning the curtailment or termination of Postal operations. Reasonable consideration shall be given to overall 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. Advice of and policies of local authorities
- 6. Wholesale closing of businesses and other offices
- 7. Curtailment or termination of public transportation

Management shall notify the union when a decision is reached concerning the curtailment or termination of postal operations. Such notification will be made by utilizing all available means of communication including but not limited to telephone, electronic communication and public media.

Item 4: Formulation of Local Leave Program

- A. Vacations shall be selected by craft, tour of duty, and stations
- B. An employee who has selected his vacation and who is ordered to report for military duty during the weeks he has picked for annual leave shall be allowed to select another vacation period, provided this does not deprive any other employee of his first choice for scheduled vacation.
- C. An employee who has returned to the rolls from extended military duty shall be allowed a vacation selection in the choice time.
- D. In the event an employee has chosen a choice vacation period or periods and then moves to another work location, his original vacation selection shall be honored.
- E. Employees shall be given consideration for personal leave if they desire such leave to visit outside the continental United States. This could be considered part of their choice vacation time.
- F. Upon request by an employee he/she may be granted at least five (5) days annual leave or leave without pay, as appropriate, in the event of a death in their family.
- G. When an employee has a justifiable reason to cancel a scheduled vacation period, the employee must notify his supervisor in writing at least ten (10) calendar days prior to the beginning date of scheduled leave period. Failure to comply with notification period will result in the employee having to take said leave.
- H. When proper notice of cancellation has been received, vacation openings (choice or non-choice) within the section shall be immediately posted for seven (7) calendar days as they become available and shall be awarded on a seniority basis. The posting will show availability by week and days. If no carrier selects the full week, the individual days will be awarded by seniority.
- I. An employee may not cancel less than one full week of vacation.

Item 5: The duration of the choice vacation period(s).

The choice "prime" vacation period for City Letter Carriers shall be as follows:

The last two (2) full weeks in May through the first two (2) full weeks in September, the week following the Saturday closest to the 13th of November (Nebraska Deer Rifle Hunting Season), the week of Thanksgiving and December 25 thru January 1.

Item 6: The determination of the beginning day of an employee's vacation period.

Vacation period shall begin on Mondays.

Item 7: Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

- A. Employees receiving fifteen (15) days of vacation during choice vacation period may select one fifteen (15) day period, or one ten (10) day period and one five (5) day period, or two five (5) day periods.
- B. Employees receiving ten (10) days of vacation during the choice vacation period may select one ten (10) day period or two five (5) day periods of vacation.

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

Jury duty and attendance at National or State Conventions shall not be charged to choice vacation period.

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

The minimum number who shall be granted annual leave each week during the choice "prime" vacation period shall be 15% except when the 15% does not provide enough available slots to be contractually compliant with Article 10.3.D of the National Agreement and Item 7 of this LMOU.

The postmaster or their designee will provide the local union president or their designee the data necessary (USPS option of hard copy or electronic) to determine if 15% will provide enough available annual leave slots to be contractually compliant as outline above. This information will be provided at the beginning of the first full week of November each year. If the postmaster or their designee and/or the local union president or their designee determines the 15% does not provide enough annual leave slots, the parties will meet as expeditiously as administratively possible to jointly determine how and when to apply the necessary number of additional annual leave slots needed to provide sufficient leave opportunities.

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

- A. When employees have completed their leave selections and the vacation schedules have been approved, a notice shall be posted on Official Bulletin Boards. The notice shall list employees, by craft, within the unit, and shall also show the vacation schedule approved for them.
- B. Employees who wish to do so may submit Form 3971 for the vacation period in duplicate. The supervisor shall indicate the official action on both copies, sign and date both copies, and return the duplicate copy to the employee.

Item 11: Determination of the date and means of notifying employees of the beginning of the new leave year.

The Employer shall no later than November 1 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 service pay period of the leave year through the last full service pay period of the leave year.

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

- A. After the first round of vacation selections of career City Carriers is completed, a second round of vacation selections will commence by seniority. This round of vacation selections will include any period(s) remaining open in the choice "prime" vacation periods and all time in non-choice "non-prime" periods. The minimum number who shall be

granted annual leave each week during the non-choice "non-prime" vacation period shall be 10%.

- B. After the first and second round of vacation selections of career City Carriers have been completed, career carriers will be allowed to request annual leave in increments from one day up to one week for any time periods not selected during the first or second round of bidding. These requests shall be submitted on PS Form 3971 as far in advance as possible, but no later than Tuesday of the week preceding the day(s) requested. The employee, when possible, must submit the PS Form 3971 to his/her supervisor. The earliest request(s) will be honored first with seniority breaking any tie.
- C. After all career City Carriers in their respective sections have made their choice "prime" vacation selections by seniority, non-career City Carrier Assistant (CCA) employees shall have the opportunity to select their choice "prime" vacation selections by relative standing provided they will have a sufficient leave balance.
- D. If a particular time period is full or the request is made after Tuesday of the week preceding the day(s) requested, approval of those requests shall be at the discretion of management. However, normally the employee must be given a decision before the end of the tour in which the employee submitted the request and the PS Form 3971 will be returned to the employee with reasons noted thereon.

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

Selection of employees to work holidays shall be as follows:

City Carrier Craft

- A. Work all part-time flexibles even if overtime is necessary.
- B. Work full-time and part-time regulars who have volunteered and for whom the day is their designated holiday.
- C. City Carrier Assistants (CCA's), to the extent possible, will be scheduled for work on a holiday or designated holiday after full time volunteers are scheduled to work on their holiday or designated holiday.

- D. Work full-time and part-time regulars who have volunteered and for whom this day is a non-scheduled day. (Selection of individuals under B and D to be done by seniority - senior carrier first, etc.)
- E. Work full-time and part-time regulars who have not volunteered and for whom this day is a non-scheduled day.
- F. Work full-time and part-time regulars who have not volunteered and for whom this day is their designated holiday. (Selection of individuals under E and F to be by juniority).

Item 14: Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

For City Carriers, the "Overtime Desired" list shall be established by station, branch or City Carrier unit.

Item 15: The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

On an annual basis, if requested by the Branch 5 President, the Postmaster will arrange a meeting for the purpose of reviewing the method and identification of said assignments.

Item 16: The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.

- A. No light-duty assignment shall be on tours or sections which have pending retreat rights, unless employees are from that tour or section.
- B. No employee on light duty will be assigned to another tour except his bid tour unless there is no light duty work available on his bid tour.

Item 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 within the physical capability of an employee who is temporarily incapable of performing his or her normal duties as a result of illness or injury. Employees can be assigned to temporary light duty that they are capable of performing consistent with limitations specified in the Physician's, Dentist's or Chiropractor's certification for light duty. First consideration shall be given to assigning the employee to duties within his own craft. Such assignment could include but are not limited to duties of the type specified below:

1. Case or assist casing of route(s)
2. Labeling apartment boxes
3. Training new employees
4. Update carrier route books
5. Labeling collection boxes
6. Assisting new employees
7. Case and/or carry auxiliary route(s)
8. Case and/or carry (provide assistance) to mounted routes/carriers
9. Answer phones
10. Deliver Express mail sent to station(s)
11. Deliver empty equipment to customers on as needed basis
12. Case labels
13. Update route maps
14. Update edit sheets
15. Trail cards
16. Breaker cards
17. Employees with typing skills may be utilized in areas where typing assistance is required.
18. Coverage of suitable collection routes.

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.

Should Branch 5 elect to delete the Article 41.3.O provision from this Local Agreement, and it is proposed to reassign within the installation employees excess to the needs of a Section, the assignments comprising a section shall be as follows:

NALC – City Letter Carriers

- Grade 1** - Carrier combination service and collection routes, Main Office
- Grade 1** - Carrier by zone
- Grade 2** - Carrier routes by station or branch

Item 19: The assignment of employee parking spaces.

Item 20: The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

- A. By personal written request (Form 3971) Union members may be allowed to seek annual leave or leave without pay to attend local Union functions, if possible.
- B. Other Union activities shall be charged to the choice vacation period when more than seven (7) days unless the employee is in a union LWOP status.

Item 21: Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.

ARTICLE 1 – NATIONAL AGREEMENT – UNION RECOGNITION

Postmaster recognizes the following local Union as the exclusive representative of all employees, who are covered by the National Agreement.

NALC – For City Carriers, Branch 5

This agreement shall apply for all installations (including additional Stations and/or Branches) which might come under the jurisdiction of the Omaha, Nebraska Postmaster during the term of this Agreement.

ARTICLE 8 – NATIONAL AGREEMENT – HOURS OF WORK

SECTION 2 - WORK SCHEDULES

Where appropriate the posting of starting, leaving, returning, and ending time for all routes shall be posted near time clocks.

SECTION 4 - OVERTIME WORK

NALC CRAFT

- A. Management must notify employees, if possible, at least one hour prior to the need of overtime. Any complaint resulting from management's failure to give one hour notification will not be subject to the Grievance/Arbitration Procedure contained in Article 15.2 of the National Agreement. The Union may make these complaints known to management during regularly scheduled Labor/Management meetings.
- B. The Quarterly Overtime Desired List tracking will be updated weekly and posted for the Carriers' review in their respective stations.

SECTION 8 - GUARANTEES

NALC CRAFTS

- A. Employees may list an alternate telephone number for the purpose of being notified of the need to report to work.
- B. Reserve Regular Carriers who bid and are assigned a vacant position for an extended period (5 days or longer) which overlaps service weeks, shall have days off of position being replaced.

ARTICLE 12 - NATIONAL AGREEMENT - PRINCIPLES OF SENIORITY, POSTING, AND REASSIGNMENTS

PRINCIPLES OF POSTING

- A. Designated Union officials may review job assignments with management, periodically, to determine current assignments for respective craft employees.
- B. Bids may be sealed in an envelope, which management shall provide for that purpose.
- C. Supervisors who accept bids from employees in response to job postings will not accept them after stated closing time on respective job posting.

Before forwarding the bid(s) to the Personnel Office, the supervisor must place the time and date received and his signature on the Form 1717 (bid card).

- D. The employee may take the original and duplicate of bid(s) to the Personnel Office and obtain a stamped receipt on the duplicate Form 1717.
- E. Notice inviting bids for carrier craft assignments and to such other assignments to which a City Carrier is entitled to bid shall be posted on the official Bulletin Board for ten (10) days.
- F. For the City Carrier Craft no assignment shall be reposted due to a change in the starting time.
- G. In a change of City Carrier route territory by 51% of the incumbent with the seniority shall have the choice of what territory he will retain with his route number.
- H. A city Carrier may elect to withdraw his bid if such request is made, in writing, to the installation head prior to the announcement of the successful bidder.
- I. A temporary City Carrier assignment, including the Branch Presidents assignment while absent on leave without pay, posted for bid will indicate "Temporary Pending Return of Incumbent." If the incumbent does not return, the assignment shall be reposted for permanent bid, the successful bidder to a temporary assignment does not have retreat rights.

ARTICLE 14 - NATIONAL AGREEMENT - SAFETY AND HEALTH

SECTION 1 - RESPONSIBILITIES

- A. Whenever a MVS Operator requests assistance for loading or unloading his vehicle, it will be provided, if deemed necessary by a supervisor. The importance of employees' safety is acknowledged in all decisions and considerations.
- B. In an attempt to provide for a safe working environment for the city carrier craft, it is agreed that city carriers may take all measures necessary to avoid long term exposure while working during extreme weather conditions.

ARTICLE 16 - NATIONAL AGREEMENT - DISCIPLINE

No City Letter Carrier shall be disciplined on the basis of an anonymous telephone call.

ARTICLE 17 - NATIONAL AGREEMENT - REPRESENTATION

SECTION 5 - LABOR-MANAGEMENT COMMITTEE MEETING

A. Labor-Management meetings will be scheduled as follows:

NALC - Meet on the third Thursday each month at 1:00 p.m.

B. The Postmaster or his designee will chair the Labor-management meetings which will be informal in nature. Minutes will be maintained. Rough draft sent to Union involved, allowing 5 days to review and comment. At the close of the 5 day period, the official minutes will be published. Each Union will receive two copies of their respective Labor-Management Meeting Minutes.

C. Copy of Minutes are to be posted on all Unit Bulletin Boards.

D. NALC Craft Agenda items to be in Postmaster's office no later than five (5) calendar days preceding meeting date and management agenda items to be received at Union office no less than five (5) calendar days preceding meeting date.

E. Parties may discuss additional items if mutually agreeable by both parties.

F. If no agenda is furnished by either party, that month's meeting will be automatically canceled.

G. Attendance at Labor-Management Meetings will be limited to:

NALC - 2 officers

ARTICLE 41 - National Agreement - Letter Carrier Craft

Section 3.0 - Miscellaneous Provisions

41.3.O. The following provision without modification shall be made a part of a local agreement when requested by the local branch of the NALC during the period of local implementation; provided, however, that the local branch may on a one-time basis during the life of this Agreement elect to delete the provision from its local 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 this Article.”

That provision may, at the local NALC Branch’s request during local implementation, be made applicable (including the right to delete it) to selected delivery units within an installation. For purposes of applying that provision, a delivery unit shall be a postal station, branch or ZIP code area. Any letter carrier in a higher level craft position who loses his/her duty assignment due solely to the implementation of that provision shall be entitled to the protected salary rate provisions (Article 9, Section 7) of this Agreement.

The posting for bid of routes and full-time duty assignments in the circumstances described immediately above (Article 41.3.O) shall be restricted to the affected delivery unit. This shall be an exception to the posting procedures for duty assignments provided in Article 41 of the National Agreement and this Local Memorandum.

ARTICLE 43 – NATIONAL AGREEMENT – SEPARATION AND DURATION

This MEMORANDUM OF UNDERSTANDING, entered into on the undersigned date at Omaha, Nebraska, between the representative of the U. S. Postal Service and the designated agent of the Union signatory to the National Agreement, National Association of Letter Carriers (AFL-CIO), Branch 5; pursuant to the Local Implementation Provisions of the 2011 National Agreement. This MEMORANDUM OF UNDERSTANDING constitutes the entire agreement of matters relating to local condition of employment.

Item 22: Local implementation of this Agreement relating to seniority, reassignments and posting.