### **United States Postal Service**

Wahiawa, HI 96786-9998

October 17, 2017

Local Memorandum of Understanding

Between

United States Postal Service Wahiawa, HI

And

National Association of Letter Carriers AFL-CIO Wahiawa Local

Local Memorandum of Understanding

This Local Memorandum of Understanding is entered on October 17, 2017 at Wahiawa, HI between the representative of the United States Postal Service and the Designated agent of the National Association of Letter Carriers, AFL-CIO Branch 4837, pursuant to the local implementation of the 2017 National Agreement. This Local Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

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For the United States Postal Service:

For the N.A.L.C., Branch 4837:

Don Y. Takelichi Officer in Charge US Postal Service

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Michael A. McGinn

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## 1. Wash-up Period

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work with toxic materials

## 2. Fixed or Rotating Days Off

All regular carriers will be granted a non-scheduled work day on a rotating basis, except as provided below:

Any other multi-craft position's work schedule will have fixed days-off based on service needs

## 3. Guidelines for Curtailment

After thorough review of "local authority declarations", when Postal authorities declare an emergency condition exists which endangers the well-being of a carrier, management shall take prompt action to alleviate such danger. When a carrier is outside the office and management is unable to contact him/her in a timely manner, the carrier should determine the proper action to take, based upon his/her judgement. When and if such is done, he/she shall communicate with management as soon as possible.

## 4. Annual Leave Scheduling

- 1. Date of Notification for Making Choice Period Selections. (Not Negotiated)
- Leave forms will be distributed and all carriers must indicate their first, second and third preferences for their selection during the choice period. Selections will be granted by seniority. A joint effort will be implemented for timely scheduling of annual leave.
- Method for Making Non-Choice leave Selection During the Choice Leave Selection Period. (not Negotiated)
- 4. Carriers who become ill while on leave during the choice period shall be allowed to have another selection during the choice period if such is available.
- 5. Whenever an opening(s) occurs in the annual leave schedule due to retirement, resignation, transfer or any other reason; the period involved shall be posted no later than twenty-one (21) days prior to the commencement of the annual; the posting will be for seven (7) days. The name of the successful senior applicant will be posted on the official bulletin boards within forty-eight (48) hours of the closing of the posting period.
- Exchanging of leave is permitted with the approval of the union, provided management is informed by close of business (COB), Monday, prior to the service week.
- Any carrier transferring from one station to another will be granted his or her annual leave as previously scheduled in the station from which carrier transferred.

- Carriers on annual leave are not required to work on their non-scheduled day(s) immediately preceding or following leave and during their leave, unless he/she advises the supervisor in writing of his/her availability to work on his/her non-scheduled day(s) using form 3971.
- 9. Military leave is not to be counted in numbers off during choice period.
- 10. Annual leave taken under the provisions of the Family Medical Leave Act will not count as part of a carrier's selection for choice period not will it count against the branch's quota for the choice period.
- 11. Scheduling shall be completed by December 15<sup>th</sup> and all carriers will be notified by posting of the completed schedule on the bulletin board.
- 12. Percentage or Number of Carriers Off During Non-Choice period. (Not Negotiated)
- 13. All excess leave shall be scheduled. Each carrier shall designate the amount of annual leave he/she will take at the date to be determined by mutual agreement between the union representative and management.

#### 5. Duration of Choice Period

The choice vacation period shall be the entire calendar year.

#### 6. The Beginning Day of an Employee's Vacation Period

Shall begin on Monday and end on Sunday of each week.

#### 7. Letter Carrier's Selection (s) During Choice Vacation Period

Career letter carriers at their option, may request one(1) or two (2) selections during the choice vacation 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.

City Carrier Assistants (CCA) may request one (1) selection of five (5) days during the choice vacation period during the 1<sup>st</sup> round and one (1) selection of five (5) days during the second round.

### 8. Jury Duty and attendance at Union Conventions

Jury duty will not be considered as part of the quota of carrier off during the choice vacation period. Attendance at Union conventions shall not be charged as a vacation selection. Up to three (3) carriers will be allowed to attend a National or State convention during the choice vacation period and not be counted in the number of carriers scheduled off during that period.

## 9. The Number of Carrier Off During the Choice vacation Period

 At least twelve percent (12%) of the Letter Carriers on rolls (including City Carrier Assistants) shall be granted annual leave each week from January through November. In those instances where computing twelve percent (12%) does not result in a whole number, the fraction result is rounded up to the next whole number.

2. At least six percent (6%) of the Letter Carriers on the rolls (including City Carrier Assistants) shall be granted annual leave during the first four (4) full weeks in the month of December. In those instances where computing six percent (6%) does not result in a whole number, the fraction result is rounded up to the next whole number.

#### 10. Vacation Schedule Approval

Each carrier craft employee will submit before scheduled leave, Form 3971 in duplicate, filling in all applicable items. A copy signed by the supervisor, will be returned to each carrier craft employee.

### 11. Notifying Employee of New Leave Year

The Employer shall, no later than November 1<sup>st</sup>, 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 pay period of the calendar year.

## 12. Application for Annual Leave During Other Than the Choice Vacation Period

- 1. Carriers requesting annual leave must submit Form 3971.
- 2. Granting of such leave will be on a first come, first serve basis.
- 3. All requests will be honored provided that the twelve (12%) maximum allowed off has not been reached.
- Any request over twelve percent (12%) will be considered by management on a case by case basis and approved or disapproved by using their own discretion.

### 13. Method of Selecting Employee to Work on a Holiday

- 1. All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
- 2. All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or designated holiday by seniority.
- 3. City Carrier Assistant (CCA) Employees
- 4. All full-time and part-time regular employees who possess the necessary skills and 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 non-Scheduled day by inverse seniority.
- Full-time regulars who DO NOT volunteer on what would otherwise be their holiday or designated holiday by inverse seniority.

### 14. Overtime Desired List

A separate Overtime Desired List (OTDL) for each station will be established.

In the event that one station has utilized all the OTDL carrier up to ten (10) hours, the following procedure will be implemented.

- 1. Utilize assistance from carriers on the OTDL from the other station.
- 2. Utilize OTDL carrier from home station to twelve (12) hours.
- 3. Utilize OTDL carriers from the other station to twelve (12) hours.
- Carriers on the OTDL may be utilized in either zone on theirs days off.
   However, the carrier assigned to their home station whose day off it is may be utilized first when the need arises.
- 5. If stations merge, there shall be one overtime list.

#### 15. Light Duty

#### 16. Light Duty

#### 17. Light Duty

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

- 1. Assisting routes by setting up mail
- 2. Relabeling carrier cases
- 3. Updating carrier route books
- 4. Labeling inside of apartment boxes
- Training new employees when, in fact, training is done at the station level by craft employees.
- 6. CFS markups
- 7. Answering phone as needed.

### 18. Identification of Assignments Comprising a Section. (Not Negotiated)

#### 19. Parking

- The Union shall be allocated seven (7) parking stalls at the Mililani Post office except in the month of December to revert back to five (5) parking stalls. Assignments of parking stalls shall be as follows:
  - a. One stall shall be assigned to the shop steward. If there are more than one shop steward, the senior shop steward shall be assigned a stall. If there is no shop steward at the delivery unit, the parking stall shall be assigned to the senior union officer.
  - b. The remaining stalls shall be assigned in order of seniority at their respective delivery unit.
  - c. When the assigned carrier is temporarily away, the parking stall shall bot be reassigned.

2. The Wahiawa Post Office, shall be allocated seven (7) parking stalls.

 a. Five (5) parking stalls will be assigned on a weekly schedule based on a four (4) week rotation.

Week One:

Routes 1,2,3,4, 5

Week Two:

Routes 6,7,8,10, 12

Week Three:

Routes 13,14,16,17,18

Week Four:

Routes 20,21, Tech A, Tech B, Tech C

Route parking assignments shall not be switched, traded changed or reassigned by carrier.

In the event of a vacation/leave situation, a carrier who has been successfully awarded the vacation/leave option (OPT) for a specific route may utilize the parking assignment for that route, if the parking assignment occurs during the opt.

- b. The remaining two (2) stalls shall be assigned to the shop steward and the senior union officer at the delivery unit. In the event there is no shop steward, then that stall shall be assigned to the next senior union officer at the delivery unit. If there are no union officer, these two (2) stalls shall remain vacant. During the month of December, these two (2) stalls shall revert back to the Post Office, if needed.
- As needs for additional stall for USPS arises, such needs shall have priority over any agreements in existence with the local craft unions.
- 4. In the event the stations merge, we will agree to reopen this parking issue.

## 20. Annual Leave for Union Activities

Up to three (3) carriers will be allowed annual leave to attend Union activities as requested. Which will not be part of the total choice vacation period.

# 21. Conditions on Moving T-6

A full-time regular carrier called in to work on a non-scheduled day may work his or her full-time duty assignment provided there is a vacant route on the string to which the T-6 carrier may be assigned. The full-time regular carrier and T-6 carrier must both agree to such changes in T-6 assignment, and the local union steward must be advised to such changes in duty assignments. Otherwise the carrier working on a non-scheduled day will be assigned where needed. (unassigned).

## 22. Seniority, Reassignments and Posting

 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 the official bulletin board for ten (10) days unless agreed to by the union and employer.

2. Letter carrier assignments shall be posted when there is a change of more than one(1) hour in starting time; however, if the starting time change is due to route realignment, automation implementation, letter carrier assignments shall not be posted when there is a change of more than one (1) hour in

starting time.

3. "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 adjustment, 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 the posting procedures in this Article 41, sec.3 para. O."

4. All available temporary assignments of five (5) days or more will be posted. A full-time reserve carrier, unassigned full-time carrier, part-time flexible carrier, CCA's, will indicate his/her preference by close of business (COB) Monday, prior to the service week. Assignments will be awarded by seniority and will

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be posted.

## Addendum

To the Memorandum of Understanding

Between the United States Postal Service Wahiawa, HI

#### And the

National Association of Letter Carriers, AFL-CIO Branch 4837

On October 17, 2017, it is mutually agreed upon that the position of Reserve Letter Carrier is an essential component of the Letter Carrier Workforce in the Wahiawa Post Office. As such, to adequately complement the carriers normally on routes but are absent, the Letter Carrier Workforce is to include a Reserve Carrier component equal to or greater than 10% of the total number of full time routes, as of the start of each fiscal year on October 1st and reset annually.

In those instances where computing the ten (10) percent does not result in a whole number, and the fractional result is 0.50 or higher, the next whole number will be considered the correct figure.

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Wished a Milly Michael A. McGinn

President

Branch 4837

National Association of Letter Carriers

AFL-CIO

Don Y. Takeuchi

Officer In Charge

U.S. Postal Service

Wahiawa HI