

**LOCAL MEMORANDUM
OF UNDERSTANDING
BETWEEN THE
UNITED STATES
POSTAL SERVICE
AND THE
NATIONAL ASSOCIATION
OF
LETTER CARRIERS (AFL-CIO)
BRANCH #794
2001-2006**

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NALC LOCAL MEMORANDUM OF UNDERSTANDING

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*Note: Items 16, 18 and 22 are not addressed in this local, but are covered by the National Agreement.

LOCAL MEMORANDUM OF UNDERSTANDING
Cadillac, Michigan

ITEM #1

Each letter carrier will be granted five (5) minutes for wash-up after casing the route, prior to lunch, and prior to afternoon break. Each letter carrier working as a router shall be granted three periods of five (5) minutes each for wash-up each workday.

ITEM #2

All letter carrier routes in the Cadillac Post Office shall be on a rotating days off schedule, with the workweek running from Saturday through Friday.

ITEM #3

The decision for curtailment or termination of Postal Operations/Delivery to conform to orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail Postal Operations/Delivery, to the extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees.

ITEM #4

1. Date of Notifications for Making Choice Period Selections.

Management shall notify all carriers by November 1st each year of the beginning and ending dates of the period for making selections during the choice vacation period. In addition, the leave roster will begin its first "pass" through the carrier workforce by November 1st each year. If the leave roster does not commence by November 1st, then the union local will take over the process of circulating the leave roster that year.

2. Method for Making Choice Selections.

The leave roster shall be passed throughout the carrier workforce by seniority, and each carrier will indicate his/her selection for the choice period on the roster. (Note: each carrier should make every effort to keep the roster no more than 2 working days at each pass.)

3. Quota of Carriers off During Non-Choice Period.

Management shall allow a minimum of one (1) carrier off in any week of the year.

4. Ill During Vacation.

Carriers who become ill for the majority of their vacation, and provide documentation, while on annual leave during the choice period shall be allowed to have another open slot selection during the choice vacation period. This provision will also apply to carriers who have cause to use annual leave taken under the provisions of the Family and Medical Leave Act.

5. Re-posting of Cancellations.

All cancellation of annual leave on the vacation roster shall be re-posted as soon as management is notified of the cancellation. The cancelled week(s) will be posted for seniority bids for a period of 10 days. If there are no bids made, then that leave time will be available as incidental leave.

6. Exchanging of Leave.

Exchanging of annual leave is not to be permitted without the approval of the union.

7. Transferring with Leave.

Any carrier transferring from one Office to another will be granted his or her annual leave as previously scheduled in the Office from which the carrier transferred, if it does not conflict with leave percentage at the Office. The Service will exert every reasonable effort not to disrupt vacation plans for carriers affected by such changes in locations.

8. Vacation Call-In.

No carrier will be involuntarily called in to work while on annual leave.

9. Military Leave.

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.

10. Posting of Scheduling.

Management will post the leave chart within 7 days after it has been completed, as well as being signed and dated by representatives of both labor and management as the official (controlling) copy.

ITEM #5

The Choice vacation period shall be:

- 1) Spring break: the first week to coincide with CAPS schedule, and the following week.
- 2) The last full week in May through the first full week in September.
- 3) Deer Season: two (2) consecutive weeks in November, beginning with the week containing November 15th.

ITEM #6.

Letter carriers will start their vacation on a Monday and return to work on Monday following their vacation, unless that Monday is a holiday or a non-scheduled day, in which case, they will return to work on the Tuesday following the end of their vacation.

ITEM #7

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; the total is not to exceed ten (10) or fifteen (15) days on the first choice, in accordance with leave earned annually.

ITEM #8

Jury duty will not be considered as part of the quota of carriers off during the choice vacation period, nor will it count against the carrier's selection. Attendance at Union conventions shall not be charged as a vacation selection. At the beginning of each leave roster; sufficient slots for all eligible delegates to the convention(s) will be blocked out for the appropriate week(s).

ITEM #9

Management shall allow a minimum of two (2) carriers off in any week of the choice vacation period.

ITEM #10

Each carrier craft employee will submit, following selection of his or her choice vacation period(s), Form 3971 in duplicate, filling in all applicable items. The same procedure will apply after the second round has been completed. A copy of all Forms 3971 completed by each employee, signed by the responsible supervisor, will be returned to each carrier craft employee within three (3) working days after completion of the leave roster.

ITEM #11

The employer shall, no later than November 1st of each year, publicize on bulleting boards and by other appropriate means of the beginning date of the new leave year, which shall begin with the first day of the first full pay period of each calendar year.

ITEM #12

1. Procedure for making non-choice period vacation selections.

After all carriers have completed the choice selection, management will then start the leave roster on the second round by seniority. All available remaining weeks may be selected on the second round. Upon completion of the second round, management will approve/disapprove and post one copy of the leave roster on the bulletin board. Any remaining leave available on the roster after both rounds are completed will be available on a first-come first-served basis and requested on PS Form 3971 in duplicate. The duplicate copy will be returned to the carrier within 10 days as acknowledgement of request. Notice of approval or disapproval will be given within 30 days of actual leave.

2. Procedures for applying for incidental leave.

Leave less than five days will be considered incidental leave, and will be granted on availability and on a first-come first-served basis. Requests for incidental leave will be submitted on PS Form 3971 in duplicate, and will be granted whenever a leave vacancy exists and business conditions allow. Approval/disapproval will be determined within 48 hours of submission and the duplicate copy returned to requesting individual. If disapproved, the reason(s) will be annotated on employee's copy.

The following is intended to establish and to clarify the procedures for granting leave week(s) and daily (incidental) leave, requested throughout the year, after the leave roster has been completed:

Requests for annual leave for open week(s) on the leave calendar, requested more than 30 days in advance, will have priority over other leave requests. However, within 30 days of the requested leave date(s), all requests for annual leave will be granted strictly on a first-come, first-served basis. In addition, the quota for the minimum number of carriers allowed off will apply to each day of each week of

the leave year. In this way, carriers can be assured that, up until 30 days in advance, open weeks on the leave roster will not be blocked off by the granting of incidental leave days during that week. That is because management will not be obligated to grant incidental leave requests prior to 30 days in advance. However, inside the 30 day period prior to the date(s) requested, all requests for annual leave will be on equal footing and will be granted in the order that they are made, in accordance with the existing conditions of Item #12. In this way as well, management can grant requests for incidental leave made inside the 30 day window, without concern that a request for the whole week will later be made that they would be obligated to grant. Then, once a request for incidental leave is granted under this provision, only the remaining days of that week will still be available.

ITEM #13

Management will select carriers to work on holidays in the following order:

1. All casual and 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 their designated holiday, by seniority.
3. 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.
4. Full-time regulars who do not volunteer on what would otherwise be their non-scheduled day, by inverse seniority.
5. Full-time regulars who do not volunteer on what would otherwise be their holiday or designated holiday, by inverse seniority.

Note: If postal management determines that letter carriers are needed on Christmas day, then they agree to post a sign-up list seeking carrier volunteers, two weeks prior to the holiday. If volunteers are obtained, then management will schedule them according to seniority. In the interest of efficiency of operation, the local union agrees to waive the 8-hour requirement, if there are not sufficient holiday hours to work all the volunteers for 8 hours. In the event that sufficient volunteers are

not obtained, then management will schedule non-volunteers by Juniority, according to the above rules of Item #13.

ITEM #14

Overtime desired lists will be by craft and by tour as defined in this Memorandum of Understanding.

ITEM #15

Light duty requests will be accommodated within the employee's restrictions. Management will utilize a carrier on light duty assignment to first exhaust all carrier craft work, prior to assigning a carrier outside his or her own craft, station or branch.

ITEM #17

A "light duty" assignment is any assignment within the physical capability of an employee who is temporarily or permanently incapable of performing his or her normal duties as a result of illness or injury.

ITEM #19

After the employer determines the parking needs of the Service (Rural carriers, Postal vehicles and supervisors) the carrier craft allotment of the remaining balance of parking spaces shall be on a percentage equal to the percentage of carrier craft employees assigned to this work location. Such percentage shall be rounded up to the nearest whole number. The private use of parking spaces then made available to letter carriers will be permitted on a first-come, first-served basis.

ITEM #20

Annual leave to attend Union activities (beyond those listed in Item #8) requested prior to the determination of the choice vacation schedule will not be a part of the total choice vacation period.

ITEM #21

A. Scope and Method of Posting and Bidding.

1. Notice inviting bids shall be posted on an Installation-wide basis.
2. 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 10 days. Copies of the notice shall be given to the local Union. When an absent employee has so requested, in writing, stating his or her mailing address, a copy of any notice inviting bids shall be sent to that employee.

3. Letter carrier assignments shall not be posted when there is a change of more than one (1) hour. However, a letter carrier may opt to have their route posted for bid when the territory served is changed by 60% or more.

4. Hold down assignments: Full-time reserve, unassigned regular and part-time flexible letter carriers may indicate their preference for a hold down assignment with an anticipated duration of five (5) or more working days, by indicating that preference to the supervisor up until 10:00am on the day before the schedule is posted for the hold down week. The senior carrier having indicated his/her preference shall be notified that they are awarded the assignment. Management shall notify all eligible craft employees of any temporarily vacant full-time craft duty assignments that do not appear on the yearly vacation roster, unless such an assignment occurs after the schedule has been posted for that week.

B. Posting of All Assignments of Carriers Junior to the Carrier Whose Assignment Has Been Abolished.

“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.”

C. Temporary Assignment Change for T-6 Assignments.

A full-time regular carrier called in to work on a non-scheduled day shall work his or her full-time duty assignment. The T-6 scheduled to work the route that day shall work on another route on the string. If no opening exists on the string, the T-6 may voluntarily work on a route off the string.

D. Labor-Management Meetings.

Labor-management meetings will be held in accordance with the National Agreement. A labor relations committee will represent the local union, consisting of 2 people chosen by the union. Special meetings may be called by mutual agreement, but not more than one a


MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, made and entered into on October 10, 2002, at the Cadillac Post Office, Cadillac, Michigan, by and between authorized management representative(s) of the United States Postal Service, and Branch #794 of the National Association of Letter Carriers, pursuant to the Local Implementation Provisions of the 2001-2006 National Agreement, constitutes the entire agreement of Local implementation of the terms of the 2001-2006 working agreement.

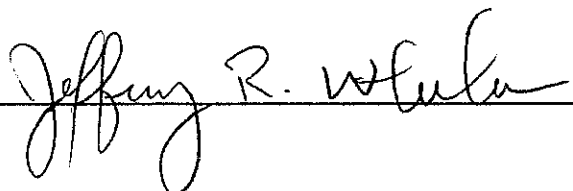
SEPARABILITY AND DURATION PROVISION

Should any part of this Memorandum of Understanding or any provision contained herein be rendered or declared invalid because of conflict with the National Agreement, existing or subsequently enacted legislation, or by a court of competent jurisdiction, such invalidation of such part or provision of this Memorandum of Understanding shall not invalidate the remaining portions of the Memorandum, and they shall remain in full force and effect.

(Authorized Management Representative)
United States Postal Service, Cadillac Post Office

 Date: 10-17-02

(Authorized Union Representative)
Branch #794 National Association of Letter Carriers


 Date: 10-21-02

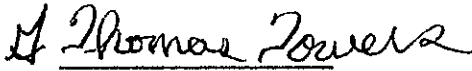
ADDENDUM A
LOCAL MEMORANDUM OF UNDERSTANDING
BETWEEN THE U. S. POSTAL SERVICE AND THE NALC
BRANCH #794
CADILLAC POST OFFICE, 49601

OVERTIME DESIRED LIST-

Whenever a new full time city carrier, (a PTF converted from regular or a new transfer from another office to the Cadillac Post Office), begins their assignment after an Overtime quarter has begun, the new full time city carrier may opt by informing management in writing that they request to be added to the overtime Desired List, (OTDL), At which time they assume the high carriers hours and opportunities for the quarter and will be added to the OTDL.

The agreement is effective the beginning of Quarter 2 of 2004, April 1, 2004.


USPS 5-7-04


NALC #794

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N.A.L.C. LOCAL #794 MEMORANDUM
CROSS REFERENCE TO NATIONAL AGREEMENT

<u>ITEM</u>	<u>REFERENCES IN NATIONAL AGREEMENT</u>
1.	Article 8, Section 9
2.	Article 41, Section 1.A.3
3.	None
4.	See in General, Article 10; see also Items 5 – 12 and 20
5.	Article 10, Section 3.C
6.	Article 10, Section 3.E
7.	Article 10, Section 3, esp. D.3
8.	Article 10, Section 3.F
9.	See in General, Article 10, and Items 4 – 8, 10 – 12 and 20
10.	See in General, Article 10, and Items 4 – 9, 11, 12 and 20
11.	Article 10, Section 4.A
12.	Article 10, Section 3.D.4
13.	Article 11, Section 6
14.	Article 8, Section 5.B
15.	Article 13, Section 3.A and 3.C
16.	Article 13, Section 3.A and 3.C
17.	Article 13, Section 3.A and 3.C
18.	Article 12, Section 5.C.4
19.	Article 20, Parking
20.	Article 24, Section 2.B
21.	Article 41, Sections 1.A.3, 1.A.5, 1.B.2, 1.B.3, 1.C.4 and 3.0