### Local Memorandum of Understanding (LMOU) Between

The United States Postal Service Cadillac, Michigan 49601



### And

The National Association of Letter Carriers

Branch 56

Grand Rapids, Michigan



2023-2026

### Item 1: (Article 8) Additional or longer wash-up periods.

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: (Article 41) The establishment of a regular work week of five days with either fixed or rotating days off.

All letter carrier routes in the Cadillac Post Office shall be on a rotating days off schedule, with the work week running from Saturday through Friday, consistent with the current business conditions of the U.S. Postal Service.

### Item 3: (Article 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.

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 or other media to inform employees.

### Item 4: (Article 10) Formulation of local leave program.

#### A. Date of Notifications for Making Choice Period Selections.

Management shall notify all carriers by November 1<sup>st</sup> 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 it's first "pass" through the carrier workforce by November 1<sup>st</sup>, then the union local will take over the process of circulating the leave roster that year.

#### B. Method for Making Choice Selections.

The Union will administer the annual leave roster using one preselected member of the Letter Carriers Union, who will be charged with keeping the roster and having the requests flow through him/her. The leave roster selection process will be made throughout the carrier workforce by seniority, and each carrier including full-time regulars, part-time regulars, PTFs and CCAs (contingent upon the employee having a sufficient leave balance when the leave is taken) will indicated his/her selection for the choice period on the roster. The union designee shall have the authority to work with management to establish a selection schedule with the goal of having the process completed within 30 days from when it commenced.

#### C. Quota of Carriers off During Non-Choice.

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

#### D. 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.

#### E. Cancellation of Leave.

Leave shall be cancelled in the same increments that it was taken. If the leave was taken on the yearly leave roster, then it must be cancelled by the week, Monday through Saturday. If taken as incidental leave, it must be cancelled in the same increments as originally requested.

#### F. 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 bds for a period of 10 days. If there are no bids made, then that leave time will be available as incidental leave, subject to the provisions of Item #12.2

#### G. Exchanging of Leave.

Exchanging of annual leave is not to be permitted without the approval by both management and the Union Designee.

#### H. 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. The Service will exert every reasonable effort not to disrupt vacation plans for carriers affected by such changes in locations.

#### I. Vacation Call-In.

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

#### J. 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.

#### K. Posting of Leave Roster.

Management will post the leave roster 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) document.

### Item 5: (Article 10) The duration of the choice vacation period(s).

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

### Item 6: (Article 10) The determination of the beginning day of an employee's vacation period.

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

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 the leave earned annually.

## Item 8: (Article 10) Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

Jury duty will not be considered 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: (Article 10) Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

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

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

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: (Article 10) 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<sup>st</sup> of each year, publicize on bulletin 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: (Article 10) The procedures for submission of applications for annual leave during other than the choice vacation period.

### A. Procedure for making non-choice period vacation selections.

After all carriers have completed the choice selection, the Union Designee will then start the leave roster on the second round by seniority. All available remaining weeks may be selected on the second round by any full-time regular, part-time regular, PTF or CCA (contingent upon the employee having a sufficient leave balance when the leave is taken). 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 3 days of the request. Management will update the vacation roster during the year as changes occur.

#### B. 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's 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 dat(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 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: (Article 11) The method of selecting employees to work on a holiday.

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

- A. All CCAs and part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
- B. 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.
- C. 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.
- D. Full-time regulars who **do not** volunteer on what would otherwise be their non-scheduled day, by inverse seniority.
- E. 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 <u>are not</u> obtained, then management will schedule non-volunteers by Juniority, according to the above rules of Item #13.

F. Full-time regulars who **do not** volunteer on what would otherwise be their holiday or designated holiday, when in conjunction with annual leave, by inverse seniority.

### Item 14: (Article 10) Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

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

### Item 15: (Article 13) The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

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 16: (Article 13) 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.

The Postmaster may provide a carrier with light duty work (off duty injury) should they request it and provide proper medical documentation. This will be done to the extent that there is adequate and productive work available.

## Item 17: (Article 13) 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 or permanently incapable of performing his or her normal duties as a result of illness or injury.

Item 18: (Article 12) The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.

Per the National Agreement---Article Twelve

### Item 19: (Article 20) The assignment of employee parking spaces.

After the employer determines the parking needs of the Service (Rural carriers, Postal vehicle 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: (Article 10) 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.

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: (Articles 41 & 12) Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.

A. Hold down assignments: Full-time reserve, unassigned regular, PTFs and CCAs 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, on the appropriate bid form. Management shall post on the bulletin board, any temporary vacant full-time craft duty assignments that do not appear on the yearly vacation roster. Eligible carriers may submit bid form(s) for known vacancies up until 10:00 AM on the day before the schedule is posted. (Temporary assignments which become known after the schedule is posted but prior to the vacancy start, will be handled in the following manner: Management will inquire of the senior eligible carrier their preference for such assignment)

- B. A full-time regular carrier called in or scheduled 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 an opening exists. If no opening exists on the string, the T-6 may voluntarily work on a route off the string. If the regular Carrier is not able to work their assigned route under these provsions, then they may work an open route of their choice, or move a CCA or PTF off their assignment if they are not on a hold-down.
- C. 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 month. The meetings can be changed by mutual agreement only. Both sides will make every attempt to exchange agenda items for discussion at the meetings at least twenty-four (24) hours before the meetings. Items not on the agenda will be discussed only by mutual consent of both parties.
  - A copy of all minutes will be prepared by one of the parties and furnished to the representatives within five (5) days after the meeting. Corrections to the minutes, if necessary, will be made as soon as possible and final copy will be signed by both representatives. Additional time will be allowed, subject to agreement of both parties. It is also agreed that the month of December is excluded.
- D. Whenever a new full-time city carrier, (a PTF converted from regular or a new transfer from another office to 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.

### Item 22: (Articles 41 & 12) Local implementation of this Agreement relating to seniority, reassignments and posting.

- 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 the official bulletin board for ten (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.

- C. 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.
- D. When a letter Carrier route or full time 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 limited to, route adjustments, highways, house 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 assignments(s) was abolished shall be posted for bid in accordance with the posting procedures in the Article.

This Memorandum of Understanding is entered into on <u>Oll-25</u> at Cadillac, MI between the representatives of the United States Postal Service and the designated agent of NALC Branch 56, pursuant to the Local Implementation Provisions of the 2023 to 2026 National Agreement.

This Local Memorandum of Understanding shall be in full force and effect until midnight May 22, 2026, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.

Michael Grose Postmaster

Cadillac, MI

Darrell Helsley President NALC, Branch 56

