



DATE: January 17, 2018

Mr. Troy Clark
Regional Administrative Assistant
National Association of Letter Carriers

INTEREST DECISION: Settlement

GATS:	CASE ID	INSTALLATION	ST	TYPE	NALC CASE NO.
J16N-4J-118028192	UITEMART30	YORKTOWN	IN	INTR	0606579, 0606580, 0606581, 0606582, 0606583, 0606584, 0606585, 0606586, 0606587, 0606588, 0606589, 0606590, 0606591, 0606592, 0606593, 0606594, 0606595, 0606596, 0606597, 0606598, 0606599, 0606600

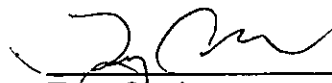
Pursuant to the terms and obligations set forth in Article 30 of the National Agreement, management and union designees met in pre-arbitration interest discussions for the 2016-2019 Local Memorandum of Understanding. The results of that meeting on the above referenced case(s) are as follows:

A copy of the agreed upon Local Memorandum of Understanding (LMOU) for Yorktown, IN installation is attached (6 pages total, single sided including cover).

For Management:


Heather Ash (date)
Labor Relations Specialist (GLA)
Management Designee

For the Union:

 1/17/2018
Troy Clark (date)
Regional Administrative Assistant
Union Designee

ARTICLE 30 SECTION B ITEM 1

ADDITIONAL OR LONGER WASH-UP PERIODS

When required, a reasonable amount of wash-up time will be allowed.

ARTICLE 30-SECTION B ITEM 2

THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATION DAYS OFF.

All letter carrier routes in the Yorktown Post Office shall have fixed days off.

ARTICLE 30 SECTION B ITEM 3

GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECASUSE OF EMERGENCY CONDITIONS.

- A. Postal operations will not be curtailed or terminated at the Post Office unless the Postmaster determines that condition so warrant. 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 to termination of public transportation.
- B. Management shall attempt to notify the Union when a decision is reached concerning the curtailment or termination of postal operations. The union may request consultation with the Postmaster 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 by utilizing all available means of communication including public media.

ARTICLE 30 SECTION B ITEM 4

FORMULATION OF LOCAL LEAVE PROGRAM

On November 1 of each year, Management shall post a listing of all carrier craft employees by seniority, and the week in which they must bid the Annual Leave Weeks.

The posted schedule will show the seniority of each employee.

The first round of vacation bidding will commence no later than December 1. Once all carriers, including City Carrier Assistants, have submitted their selections, carriers will select their second round vacation period(s) by signing the annual leave book.

Each carrier shall have three (3) working days to make his/her selection(s) for both first and second rounds.

After the completion of round 2 of the vacation bidding, management will post the vacation chart. The chart will be posted no later than January 1st.

Trading of vacation weeks will be allowed except for the following weeks:

- a. The Spring Break weeks(s) as designated by the Yorktown Community School Corporation.
- b. Week of Thanksgiving.
- c. Week of Christmas and week of New Years.

Vacation periods may be cancelled in whole or in part upon written request. If only part of a period is cancelled, the cancelled part will be made available on a first come basis to any carrier requesting incidental leave for one or more of the available days providing the individual carrier has sufficient balance of annual leave.

All cancellations during the Choice Vacation Period must be reposted and made available for rebidding. Cancellations must be in writing and submitted to the supervisor and must include the employee's name, date of submission, period being canceled and employee's signature. Supervisor shall initial receipt of said notice and retain for the duration of the vacation period.

All vacation periods built into the leave chart and not bid during the first or second round of bidding will be made available on a first come basis to any carrier requesting annual leave for one or more of the available days providing the individual carrier had a sufficient balance of annual leave.

The Craft employee will submit a PS Form 3971 in duplicate, filling in all applicable items requesting the leave. A copy, signed by the responsible supervisor, will be returned to each carrier craft employee within 72 hours, if not, the date(s)/time(s) would be inherently approved.

Employees who require special consideration for extended vacations should make such requests prior to January 1, stating the need and the dates. Maximum consideration will be given in these cases.

City Carrier Assistant Annual Leave Provisions

City Carrier Assistants (CCA's) shall have the option of selecting two (5) five day periods of annual leave during the choice vacation period. CCA's will be granted choice leave in the same manner as the regular carriers with the highest relative standing CCA being granted the leave week on any service weeks remaining. CCAs will select based on relative standing after the career employees make their first round selections. CCAs will select in the second round based on relative standing after the career employees make their second round selection, providing the CCAs have not exhausted their selections for the year. CCAs are not eligible to receive approved incidental annual leave the day before or the day after a holiday, as identified in Article 11 of the National Agreement. The granting of any annual leave selection/request made by a City Carrier Assistant will be contingent upon the employee having sufficient annual leave balance at the time the leave is taken.

ARTICLE 30 SECTION B ITEM 5

THE DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period shall be January 1 through December 31

ARTICLE 30 SECTION B ITEM 6

THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACATION PERIOD.

The beginning day of an employee's annual leave week will be Sunday.

ARTICLE 30 SECTION B ITEM 7
WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF 5 OR 10 DAYS.

Employees, at their option, may request two (2) selections during the Choice Vacation Period in units of either five (5) or (10) days, as described in Article 10, Section 3, D of the National Agreement.

ARTICLE 30 SECTION B ITEM 8

WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.

Jury Duty will not be considered as part of the minimum percentage or number of carriers allowed off an annual leave during the choice vacation period. The week(s) of the Indiana State Association of Letter Carriers Convention, Regional Training and National Association of Letter Carriers National Convention shall be dropped from the leave schedule to permit attendees. The number of employees off will not exceed one (1). Notification will be given as soon as possible.

ARTICLE 30 SECTION B ITEM 9

DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.

The employer shall allow annual leave to the carrier craft complement as follows:

1 carrier per week.

ARTICLE 30 SECTION B ITEM 10

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

Each carrier craft employee will submit a PS Form 3971 in duplicate within 7 days after the close of their selection period. The supervisor will stamp the time and date received on the PS Form 3971 and return the duplicate copy to the carrier within 10 calendar days.

ARTICLE 30 SECTION B ITEM 11

DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

The employer shall announce the starting date of the new leave year by posting a notice on the official bulletin board on or before November 1 of each year.

Article 30 SECTION B ITEM 12

As agreed in Item 5, the Choice Vacation Period shall begin on January 1 and end on December 31.

At the discretion of local management, additional annual leave may be granted each week during the Choice Vacation Period.

ARTICLE 30 SECTION B ITEM 13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

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

- A. FULL-TIME REGULAR VOLUNTEERS (SELECTED BY SENIORITY)
- B. ^{Yorktown (4) (76)} PENDLETON FORM 50 CITY CARRIER ASSISTANTS
- C. PART-TIME FLEXIBLES
- D. FULL-TIME REGULAR NON-VOLUNTEERS, WORKING THEIR NON-SCHEDULED DAY (SELECTED BY INVERSE SENIORITY)
- E. FULL-TIME REGULAR NON-VOLUNTEERS, WORKING THEIR HOLIDAY (SELECTED BY INVERSE SENIORITY)

ARTICLE 30 SECTION B ITEM 14

WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

Overtime desired list will be by section and tour.

ARTICLE 30 SECTION B ITEM 15

THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT.

The employer agrees to provide light duty assignments consisting of existing duties commensurate with the physical limitations of the employee with medical certification.

ARTICLE 30 SECTION B 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.

The employer agrees to attempt to provide temporary light duty assignments consistent with the needs of the service and Article 13 of the National Agreement.

ARTICLE 30 SECTION B ITEM 17

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

The employer will determine the light duty assignments to be performed consistent with the capabilities of the employee requesting light duty, as prescribed by a medical doctor and consistent with Postal rules and regulations.

ARTICLE 30 SECTION B ITEM 18

THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEE EXCESS TO THE NEEDS OF A SECTION.

For purposes of applying Article 12 of the National Agreement, the entire installation shall be considered a section.

ARTICLE 30 SECTION B ITEM 19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Parking spaces in excess of USPS needs will be available on a first come first serve basis.

ARTICLE 30 SECTION B 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.

Annual leave to attend union activities will be part of the total choice vacation period, but the number of employees off will not exceed the number allowed in Article 30 Section B Item 9. Notification will be given as soon as possible.

ARTICLE 30 SECTION B ITEM 21

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.

ROUTE REPOSTING

In accordance with Article 41 of the National Agreement, a letter carrier's route where the starting time has been changed by more than one (1) hour, the carrier servicing that route shall have the option as to whether the route will be posted for bid.

ABOLISHMENT OF A FULL TIME ASSIGNMENT

When a letter carrier route or full-time duty assignment, other than the letter carrier route or full-time duty assignment of the junior employee, is abolished at a delivery unit as a result of, but not limited to, route adjustments, highways, housing projects, all routes and full-time duty assignments at that unit shall be posted for bid in accordance with the posting procedures of this article and in compliance with Article ~~31.3.0~~ 41.3.0 of the National Agreement.

41.3.0
(4) (22)

ARTICLE 30 SECTION B ITEM 22

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

HEALTH AND SAFETY

The employer agrees to follow Article 14 Section 4 of the National Agreement.

Branch 489 Representative

USPS Representative

Date

Date