

LMOU ITEMS ORGANIZED BY ARTICLE WITH SUGGESTED CORRECTIONS

Article 1 Union Recognition

The Employer recognizes the National Association of Letter Carriers Branch 4837, AFL-CIO as the exclusive bargaining representative of all Letter Carriers at the Wahiawa Installation.

Article 2 Non-Discrimination and Civil Rights

The Employer and the Union agree that there shall be no discrimination by the Employer or the Union against employees.

Article 3 Management Rights

1. The Union recognizes the Employer's exclusive right to manage in accordance with the provisions of the National Agreement and consistent with applicable laws and regulations:

2. **Item 3: Curtailment**

An "emergency" is defined as an unforeseen, extraordinary event significantly disrupting postal operations or threatening employee safety, mail security, or public service continuity, such as natural disasters (e.g., hurricanes, floods, wildfires), severe weather, facility damage, power outages, or crises (e.g., pandemics, terrorist attacks, active shooter incidents).

When authorities or Management declare emergency conditions, Management shall promptly act to prioritize letter carrier safety; and notifying the Union President or designee as soon as practicable. Carriers unreachable outside the office may use reasonable judgment to ensure safety, reporting actions to Management promptly or as soon as practicable.

Article 4 Technological and Mechanization Changes

1. Shall be in accordance with the National Agreement
2. Both parties recognize the need for improvement of mail service. The Union will be informed as far in advance of implementation as practicable of technological or mechanization changes.

Article 5 Prohibition of Unilateral Action

1. Shall be in accordance with the National Agreement
2. The Employer shall not make unilateral changes to wages, hours, or other terms and conditions of employment, as defined in Section 8(d) of the National Labor Relations Act, that violate this Agreement or are inconsistent with legal obligations.
3. Binding past practices shall not be altered unilaterally without prior notice to the Union and good faith bargaining.

Article 6: No Layoffs or Reduction in Force

Shall be in accordance with the National Agreement

Article 7 Employee Classifications

1. Shall be in accordance with the National Agreement
2. The Employer and Union shall implement the onboarding, retention, and mentoring program for new employees, including CCAs and PTFs which provide guidelines for training, support, and mentorship to enhance employee integration and retention.

Article 8: Hours of Work

1. Shall be in accordance with the National Agreement
2. **Item 1: Wash-Up Period**
Installation heads shall grant reasonable wash-up time to employees who perform dirty work or work with toxic materials. Wash-up time shall be defined as time before lunch and before end of tour.
3. **Item 14: Overtime Desired List**
 - a. A single OTDL list shall be established for all stations within Wahiawa Installation.
 - b. All Full Time Employees desiring to work overtime shall place their names on one or more of the following Overtime Desired lists (OTDL) during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list:
 - a. OTDL to work up to 12 hours per day on regularly scheduled days only;
 - b. OTDL to work only overtime for eight hours per day on non-scheduled days; or
 - c. Both OTDL lists, making the employee eligible to work up to 12 hours per day on their regularly scheduled days and their non-scheduled days.
 - c. Employees may switch from one OTDL to another during the two weeks prior to the start of the calendar quarter, and the change will be effective beginning that new calendar quarter.
 - d. Any newly converted or transferring carrier may sign up on any of the overtime desired lists within two (2) weeks of the conversion or transfer.
4. Hierarchy for assigning overtime:
 - a. First Priority: OTDL on the scheduled day list up to ten (10) hours per day.
 - b. Second Priority: OTDL on the non-scheduled day list for 8 hours only.
 - c. Third Priority: All auxiliary assistance up to ten (10) hours.

- d. Fourth Priority: OTDL on the scheduled day list up to twelve (12) hours per day.
 - e. Fifth Priority: All auxiliary assistance up to 11.5 hours.
 - f. Lastly: Full-time employees on their regularly scheduled day, and NOT on any OTDL up to ten (10) hours.
5. Employees with medical restrictions shall not be permitted to exceed those restrictions.

Article 9 Salaries and Wages

Shall be in accordance with the National Agreement

Article 10 Leave

1. Shall be in accordance with the National Agreement

2. Item 4: Annual Leave (Vacation) During Choice Period

- a. Carriers shall be notified of the new leave year no later than the week of November 1st.
- b. Annual leave selection forms shall be distributed by Vacation Monitors. Management and Vacation Monitors will jointly ensure timely scheduling of annual leave selection period.
- c. Method for making selections during the Choice selection period shall administered by the Vacation Monitors and specific instructions shall be on the annual leave selection forms.
- d. Carriers who become ill while on annual leave during the choice period shall be allowed another selection during the choice period, if available.
- e. When a vacancy occurs on the Vacation Calendar due to retirement, resignation, transfer, or other reasons, Management shall post the vacancy for seven (7) days at least twenty-one (21) days prior to the vacancy's start date. If the vacancy occurs with less than twenty-one (21) days' notice, Management shall immediately post it for rebid, even for a shortened period. The senior bidder shall be awarded the vacancy, and their name shall be posted within two (2) days of the closing of the bid.
- f. Carriers may exchange annual leave periods with mutual consent, subject to Union approval and notification to Management.
- g. Any carrier transferring from another station shall be granted their annual leave as previously scheduled in the station from which they came.
- h. Carriers on annual leave shall not be required to work on their non-scheduled day(s) immediately preceding or following their leave, nor during their leave period, unless

they voluntarily notify their supervisor in writing of their availability to work on those non-scheduled day(s) using PS Form 3971.

- i. Carriers on military leave shall not be counted against the number of carriers off during the choice period.
- j. Carriers on annual leave under FMLA shall not be counted against the number of carriers off during the choice period.
- k. The Choice Selection Period shall be completed no later than the week of December 1st. The Vacation Calendar shall be posted no later than the week of December 15th.
- l. Incidental leave during the Choice Period shall be permitted provided the maximum number of carriers off on the Vacation Calendar has not been exceeded. Any amount above that maximum shall be reviewed on a case-by-case basis.
- m. All excess leave or carryover leave shall be scheduled during the Choice selection period.

3. Item 5: Duration of Choice Period

The choice vacation period shall be the entire calendar year, beginning with the first full pay period of the calendar year and ending with the last full pay period of the calendar year.

4. Item 6: Beginning Day of Vacation Period

The vacation period shall begin on Monday and end on Sunday of each week.

5. Item 7: Letter Carrier's Selection During Choice Vacation Period

There will be two (2) selection rounds for advanced/earned leave scheduling. Carrier selection shall not exceed available leave and/or contractual maximums.

6. Item 8: Jury Duty and Union Conventions

- a. Carriers shall be granted annual leave or leave without pay, at their discretion, to attend National, State, or Regional Union Conventions and Assemblies.
- b. The Union may reserve a designated number of slots for National, State, or Regional convention attendance during the choice vacation period before the choice selection process begins. Up to four (4) additional carriers attending National or State conventions during this period shall not count toward the quota of carriers scheduled off during the choice period.
- c. Carriers on jury duty shall not count against the choice vacation period quota for carriers scheduled off.

7. Item 9: Number of Carriers Off During Choice Vacation Period

- a. At least twelve percent (12%) of Letter Carriers shall be granted annual leave each week from January through November. If the twelve percent (12%) calculation results in a fraction, it shall be rounded up to the next whole number.
- b. At least six percent (6%) of Letter Carriers shall be granted annual leave during the first four (4) full weeks in December. If the six percent (6%) calculation results in a fraction, it shall be rounded up to the next whole number.
- c. Requests for annual leave exceeding the maximums specified above shall be considered on a case-by-case basis and approved based on operational needs, consistent with Article 10 of the National Agreement. Such requests shall not be unreasonably denied.

8. Item 10: Vacation Schedule Approval

Each carrier must submit Form 3971 in duplicate as far in advance as practicable before the scheduled leave, completing all applicable items. A response shall be given to the carrier promptly after submission.

9. Item 11: Notifying Employee of New Leave Year

The following general rule shall be observed in implementing the vacation planning program.

The Employer shall, no later than November 1st, 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.

10. Item 12: Application for Annual Leave During Other Than Choice Period

- a. Carriers requesting non-choice period leave (incidental leave) must submit Form 3971 as far in advance as practicable.
- b. All advanced leave requests shall be approved if the maximum percentage quota has not been reached.
- c. Requests beyond the maximum percentage quota will be on a first-come first-served basis, subject to operational needs and may not be unreasonably denied.
- d. Emergency leave requests will not count as part of the maximum number of carriers on the Vacation Calendar.

11. Item 20: Annual Leave for Union Activities

Up to three (3) carriers shall be granted leave to attend union activities (other than conventions) upon request. Such leave shall not count against the quota of carriers allowed off.

12. Leave sell back: shall be in accordance with the National Agreement

13. **Bereavement Leave:** City letter carriers may use a total of up to three workdays of annual leave, sick leave or leave without pay, to make arrangements necessitated by the death of a family member or attend the funeral of a family member.

Authorization of leave beyond three workdays is subject management approval, however such request shall not be unreasonably denied.

Article 11 Holidays

Item 13: Holiday Scheduling

The holiday schedule shall be posted on Tuesday the week prior to the holiday. When scheduling carriers to work on holidays, management must follow this order in accordance with Article 11.6:

- a. Part-time flexible carriers (PTFs). (even if overtime is needed)
- b. Regular carriers who volunteered to work on their holiday (by seniority)
- c. City carrier assistants (CCAs).
- d. Regular carriers who volunteered to work on their day off (by seniority)
- e. Regular carriers who did NOT volunteer to work on their day off (forced in by reverse seniority – by juniority)
- f. Regular carriers who did NOT volunteer to work on their holiday (forced in by reverse seniority – by juniority)

Article 12 Principles of Seniority, Posting and Reassignments

1. Item 18: Sections

The Wahiawa Installation is designated as a section for excessing purposes, as outlined in Article 12.5.C.4(a) of the National Agreement. Accordingly, all other provisions of Article 12.5.C.4 shall not apply to the Wahiawa Installation.

2. Item 22: Seniority, Reassignments and Posting

- a. Notice inviting bids for letter carrier craft assignments shall be posted on the official bulletin board for ten (10) days, unless a different agreement is agreed to by the union and employer.
- b. Letter carrier assignments shall be posted when:
 - i. A route becomes vacant.
 - ii. A new route is created.
 - iii. There is a change of more than 30 minutes in the starting time, except when due to route realignment or automation implementation.

- iv. There is a change in non-scheduled days.
- v. The route is changed by 50% or more, unless a different agreement is agreed to by the union and employer
- c. Article 41.3.O “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.”
- d. All assignments of at least five (5) working days available for opting or higher level assignment shall be posted on the Opt Sheet at both stations. Any incidental vacancy arising after the schedule is posted, creating an opting or assignment opportunity, shall be reported to the Union for solicitation.

Article 13 Assignment of Ill or Injured Regular Workforce Employees

1. Item 15: Light Duty (Number of Assignments)

The installation head shall make every effort to provide appropriate light duty work when available, consistent with the employee's physical limitations and the operational needs of the installation.

2. Item 16: Light Duty (Method for Reserving Assignments)

Light-duty assignments at this installation shall have minimal impact on the regular workforce, ensuring no regular employee faces reduced hours, involuntary reassignment, or schedule changes without Union and Management agreement.

3. Item 17: Light Duty (Identification of Assignments)

- a. Limited Duty are assignments for a job-related injury.
 - i. The Employer shall make every effort to assign such employees to available work, or make necessary accommodation, in accordance with provisions of the National Agreement.
- b. Light Duty are assignments for off the job-related injury.
 - i. Employees requesting light duty shall submit a written request to the installation head or designee, accompanied by medical documentation supporting the need for light duty.

- ii. The installation head shall make every effort to provide appropriate light duty work when available, consistent with the employee's physical limitations and the operational needs of the installation.
- c. Employees, under the appropriate designation above, shall be provided work consistent within their medical restrictions.
- d. Light Duty assignments available shall include, but are not limited to:
 - i. Assisting routes by setting up mail
 - ii. Relabeling carrier cases
 - iii. Updating carrier route books
 - iv. Labeling inside of apartment boxes
 - v. Training new employees when training is done by craft employees
 - vi. CFS markups
 - vii. Answering phones as needed
 - viii. Review and processing of undeliverable mail
 - ix. Collection box monitoring

Article 14 Safety and Health

1. Shall be in accordance with the National Agreement
2. It is the responsibility of management to provide safe working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility.
3. Carriers shall adhere to ELM 831.332 regarding cell phone use.
4. Any use of a radio or speaker shall be with respect to other employees and the public. Such use shall not interfere with
5. Carriers shall use satchels in accordance with applicable provisions in M-41 City Carrier Handbook.
6. When the rear compartment of a delivery vehicle is occupied, management shall provide for an additional operational fan to ensure proper ventilation.
7. Management shall ensure Heat Illness Prevention Program training is provided.

Article 15 Grievance-Arbitration Procedure

1. Shall be in accordance with the National Agreement

2. The parties agree to try and resolve the issue at the lowest possible level.
- 3.

Article 16 Discipline Procedure

1. Shall be in accordance with the National Agreement
2. The Employer and Union shall promptly engage in good-faith discussions to resolve any potential issue(s) before they escalate into violations of this Agreement. Both parties commit to identifying and addressing concerns collaboratively to maintain compliance and foster a cooperative workplace.
3. The Employer shall ensure Union representation is present during any investigation, interview, or discussion involving a letter carrier when the incident may lead to disciplinary action. Management shall notify the Union President or designee promptly upon identifying such an incident.

Article 17 Representation

Shall be in accordance with the National Agreement

Article 18 No Strike

Shall be in accordance with the National Agreement

Article 19 Handbooks and Manuals

Shall be in accordance with the National Agreement

Article 20 Parking

1. Item 19: Parking

a. Mililani Station:

- i. One (1) parking space shall be provided for the Branch President and one (1) for the Union Steward at each station for union-related activities.
- ii. If none are at this station, the stalls shall be reverted for regular use.

b. Wahiawa Station:

- i. One (1) parking space shall be provided for the Branch President and one (1) for the Union Steward at each station for union-related activities.
- ii. If none are at this station, the stalls shall be reverted for use in the weekly route rotation.
- iii. Ten (10) stalls shall be assigned to routes in sequential route order and rotated on a weekly basis.

- iv. Management will be responsible for maintaining the route list for proper parking assignment.
2. When the Employer requires additional temporary parking, such needs may take precedence over local craft union agreements, provided Management notifies the Union President, or their designee.
3. If stations merge, the parties shall negotiate new parking arrangements.

Article 21 Benefit Plans

Shall be in accordance with the National Agreement

Article 22 Bulletin Boards

Shall be in accordance with the National Agreement

Article 23 Rights of Union Officials to Enter Postal Installations

1. Shall be in accordance with the National Agreement
2. The Employer shall permit Union representatives, including elected or appointed officers (active, retired, or in LWOP status), to enter the Wahiawa Installation for official union duties upon reasonable notice. The Postal Service shall issue identification badges to LWOP or retired representatives to facilitate access, ensuring compliance with the National Agreement.

Article 24 Employees on Leave with Regard to Union Business

1. Shall be in accordance with the National Agreement
2. **Item 8: ~~Jury Duty and Union Conventions~~ Business**
 - a. Carriers shall be granted annual leave or leave without pay, at their discretion, to attend National, State, or Regional Union Conventions and Assemblies.
 - b. The Union may reserve a designated number of slots for National, State, or Regional convention attendance during the choice vacation period before the choice selection process begins. Up to four (4) additional carriers attending National or State conventions during this period shall not count toward the quota of carriers scheduled off during the choice period.
 - ~~c. Carriers on jury duty shall not count against the choice vacation period quota for carriers scheduled off.~~
 - d. Carriers shall be granted annual leave or leave without pay, at their discretion, to attend other union business other than conventions. Up to four (4) carriers may attend such business and shall not count toward the quota of carriers scheduled off during the choice period.

Article 25 Higher Level Assignments

1. Shall be in accordance with the National Agreement
2. Letter Carriers who are detailed as 204B, temporary supervisor, shall not detail for longer than allowed in the National Agreement. The carrier shall serve their route for one (1) pay period once the detail is completed.
3. The Employer shall provide the Union with a signed 1723 for each higher level assignment.

Article 26 Uniforms and Work Clothes

Shall be in accordance with the National Agreement

Article 27 Employee Claims

Shall be in accordance with the National Agreement

Article 28 Employer Claims

Shall be in accordance with the National Agreement

Article 29 Limitation on Revocation of Driving Privileges

Shall be in accordance with the National Agreement

Article 30 Local Implementation

This LMOU constitutes the agreement between the parties concerning all items enumerated in Article 30.B of the National Agreement.

This LMOU shall remain in effect during the term of the current and subsequent National Agreements unless changed through proper procedures under Article 30 or by mutual agreement.

No provision of this LMOU shall be inconsistent with the National Agreement. Should any provision be invalidated, the remaining portions shall continue in effect.

Items not addressed in this LMOU shall be governed by the National Agreement.

Article 31 Union-Management Cooperation

1. Shall be in accordance with the National Agreement
2. The Employer and Union shall engage in good-faith discussions with mutual respect and dignity to foster cooperation and resolve issues promptly.

Article 32 Subcontracting

Shall be in accordance with the National Agreement

Article 33 Promotions

Shall be in accordance with the National Agreement

Article 34 Work and/or Time Standards

Shall be in accordance with the National Agreement

Article 35 Employee Assistance Program

Shall be in accordance with the National Agreement

Article 36 Credit Unions and Travel

Shall be in accordance with the National Agreement

Article 41 Letter Carrier Craft

1. Item 2: Work Schedule

- a.** All regular letter carriers will be granted a rotating non-scheduled day, except for multi-craft positions which shall have fixed days off based on service needs.
- b.** All PTF and CCA shall be guaranteed at least one (1) nonscheduled day per service week, except during the penalty overtime exclusion period.
- c.** Management shall post by Wednesday a weekly consolidated schedule for all part-time employees. This schedule shall include their non-scheduled day for the service week.
- d.** All part-time employees are responsible to check for updates to the schedule before the end of tour each day.

2. Item 21: T-6 Conditions

- a.** When a regular carrier is called in to work their non-scheduled day, the T-6 can only be moved from their assignment when:
 - i.** There is an open route within their string;
 - ii.** The T-6 agrees with the move with the regular carrier;
 - iii.** Lastly, the Steward is informed. If the move involves the Steward, any other Union officer must be informed.
 - iv.** Otherwise, the regular carrier who was called in to work their non-scheduled day may be assigned where needed. Additionally, in situations where the regular carriers exchange non-schedule day, the T-6 must be informed of the change.

3. Addendum: Reserve Letter Carrier

The Employer and the Union mutually agree that the Reserve Letter Carrier position is essential to the Letter Carrier Workforce. To support carriers absent from regular routes, the Reserve Carrier component shall constitute at least ten percent (10%) of the total full-

time routes, calculated annually on October 1st. If the ten percent (10%) calculation results in a fraction of 0.50 or higher, the number shall be rounded up to the next whole number.

4. Union Time During Stand-Up

- a. The Union shall be given a minimum of 2 minutes during stand-up sessions.
- b. When groups of carriers have different start times, a Union representative shall be present for the briefing.

5. Union Shirts

- a. Carriers may wear Management approved Union shirts during Food Drive week.
- b. Carriers may wear Management approved Union shirts on Saturdays.

6. No Lunch

This installation shall allow carriers an option of choosing “No Lunch”.

7. Route Inspections

The Union shall have a representative present during route inspections to answer any questions from carriers. The Union may not interfere with count team, however this does not preclude them from working collaboratively with the count team.

Article 42 Energy Shortages

Shall be in accordance with the National Agreement

Article 43 Separability and Duration

Shall be in accordance with the National Agreement