

**U.S. Postal Service/NALC Branch 1477**

**Ellenton, Florida**

**Local Memorandum of  
Understanding 2016-2019**

The parties mutually agree to the Local Memorandum of Understanding provisions listed herein for the term of the 2016-2019 National Agreement, which expires September 20, 2019.

\_\_\_\_\_ Date: \_\_\_\_\_  
President  
Branch 1477, NALC

\_\_\_\_\_ Date: \_\_\_\_  
Postmaster  
USPS, Ellenton

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### **ARTICLE 30**

#### **ITEM #1 – ADDITIONAL OR LONGER WASH-UP PERIODS.**

It is the position of the parties that those employees in the Letter Carrier craft shall be granted such time as is reasonable and necessary for wash-up. This includes the period of time prior to his/her lunch period. When advised by the employee and noted by the Route Examiner during inspection, the time for wash-up will not be deducted from street time. Additional time may be necessary in unusual situations.

#### **ITEM #2 – THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.**

All Letter Carriers, Routes, Full-Time Reserve Carriers, Unassigned Regulars will have rotating non-scheduled days off. Part-Time Regular Carriers will have a fixed non-scheduled day off.

#### **ITEM #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.**

- (1) The decision for the curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the Installation Head. In the event of any emergency condition or Act of God requiring the curtailment or termination of Postal Operations, management will issue official instruction to its employees through the Suncoast Hotline at 1-888-363-7462.
- (2) Management shall not require a letter carrier covered under this agreement to work in any area where a riot or bomb threat emergency condition has been determined.
- (3) The Indian Rocks Beach Post Office will conform to all orders by local (city and county), State and Federal Officials in regard to any emergency that may be an endangerment to life or limb of the letter carriers in the affected area.
- (4) Carriers may temporarily curtail mail delivery during a period of extreme lightning. Carriers are expected to use responsible, intelligent discretion when confronted with an imminent emergency situation. Safety will be the primary consideration in any emergency conditions.

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- (5) During severe lightning storms, Carriers may temporarily seek shelter until the storm has subsided.

### **ITEM #4 – FORMULATION OF LOCAL LEAVE PROGRAM.**

- (1) The sign-up period for the New Year to determine that period(s) for Annual Leave shall begin on November 10<sup>th</sup>.
- (2) No later than November 1<sup>st</sup>, a copy of the vacation pick-list (a chart showing all employees names by seniority and the available leave “slots”), the chart will be posted in the delivery unit.
- (3) The number of all Carriers on Annual Leave at any given time will not exceed fourteen (14%) percent (rounded to the next higher number for any fraction over .5) of Carriers available on rolls at the beginning of the selection period or Fourteen (14%) percent. (10%) will apply during December and the first two (2) weeks in January. An exception exists for the period listed in Item 4.5.
- (4) The Chart will list the Carriers in the following order: Full-time regular, Part-time flexible, Part-time regular and City Carrier Assistants in order of seniority for each classification. For this agreement the relative standing of the City Carrier Assistants will be referred to as “seniority” throughout this agreement.
- (5) The pick-list will allow for second round choices. The pick-list will allow for a minimum of two (2) employees off for each week between the first week in May through the last week in August by seniority.
- (6) Each group of 14% of the Carriers will be allowed a maximum of three (3) employee works calendar days to make their selection.
- (7) As each group of Carriers make their selection, three (3) work days will be allowed each successive group of Carriers, in order of seniority, to make their selection from available periods.
- (8) Should any Carriers fail to make their selection during the allotted time, they must forfeit their right to select until all others have been afforded the opportunity to select. Conflict as to available periods shall be decided by seniority.
- (9) The sign-up period for selecting choice vacations will be from November 10<sup>th</sup> through December 20<sup>th</sup> each year.
- (10) Selection will be made by Carriers submitting PS Form 3971 to the Supervisor, who will post the Carriers name in the space selected on the

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appropriate list. Forms will be submitted in duplicate. A separate PS Form 3971 will be submitted for each period selected, as mentioned in Item #7.

- (11) Carriers will be responsible for providing written information through either their Union Representative or their Supervisor, if they should be absent during the selection period.
- (12) CANCELLATION OF ANNUAL LEAVE Choice vacation leave may be cancelled in increments of a full week providing a written notice if intent to cancel has been submitted to the Unit Supervisor with a copy of the Union Steward by Friday of the work week preceding the week the leave was approved. The leave period canceled shall be reposted as “Available Leave” at the time of notice and remain posted for two (2) working days. Carriers with seniority below that of the relinquishing Carrier shall have first chance to apply for that period and this leave will not be considered that of the prime-time selection.

### **ITEM #5 – THE DURATION OF THE CHOICE VACATION PERIOD.**

- (1) Choice Leave in the Ellenton Installation shall be the entire leave year as identified by percentages in Item #9.

### **ITEM #6 – THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE’S VACATION PERIOD.**

Except for “other” leave as set forth in Item #12, Carriers Choice Leave shall begin on Monday and expire on Sunday.

### **ITEM #7 – WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER 5 OR 10 DAYS.**

Carriers may make two (2) selections during choice vacation period of either five (5) days or ten (10) days, not to exceed a total of fifteen (15) days in accordance with leave earned annually.

### **ITEM #8 – WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD.**

- (1) Jury Duty shall not be charged to the Choice Vacation Period.
- (2) Leave request to attend a Union Convention or Seminar shall not be charged to the Choice Vacation period.

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(3) Leave for Conventions and Seminars is referred to in Item #20 of the Local Memorandum of Understanding.

### **ITEM #9 – DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.**

- (1) Fourteen percent (14%) of the Carriers work force will be granted Annual Leave each week during the Choice Period in accordance with Article 30, Item #4, and Subparagraph 3.
- (2) The following provisions shall address the parties' agreement regarding the submission and approval provisions applicable to CCA Annual Leave during the Choice Vacation Period: CCA employees shall be granted up to ten (10) days of continuous Annual Leave during the Choice Vacation Period in accordance with Article 10.2.D of the National Agreement.
  - a. The Installation Head shall meet with the representative of the Union prior to the first day of submission for Choice Vacation Leave to determine the amount of Annual Leave accumulated by each Part-Time Flexible and City Carrier Assistant, to project the potential Annual Leave accrual during the appointment period of each CCA.
  - b. The Installation Head and Representative of the Union shall determine the projected eligibility dates that each CCA employee will have sufficient leave balance to take a single block of Annual Leave during the Choice Vacation Period consisting of units of either five (5) or ten (10) working days, the total not exceeding the ten (10) days addressed in Article 10.3. D.1.
  - c. The granting of previously approved Annual Leave is contingent upon the CCA having an adequate balance to support the approved request when the Annual Leave is used. In any case of previously approved Annual Leave request of a single selection consisting of the (10) working days in which the CCA does not have a sufficient Annual Leave balance available at the time the leave is to be taken, the CCA shall be granted a single selection of five (5) working days at their option within the previously approved ten (10) working day period provided they have a sufficient Annual Leave balance for the leave, at the time the leave is to be taken. The CCA leave cancellation policy shall be the same process as the career leave cancellation procedure.
  - d. CCA employees converted to career status during a leave year shall retain any Annual Leave period previously approved. Those Newley Converted CCA's choosing to take approved Choice Leave will be allowed to take the time (having been paid out the terminal balance of their CCA leave account) unpaid, when the period falls in the 90-day period of conversion. See Article 10.2 of the National Agreement

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### **ITEM #10 – THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.**

The official notice of approval of Annual Leave for Choice Period will be one approved copy of the PS Form 3971 in duplicate. One copy is retained by Management. One copy return to the employee. Employees are required to personally give their request to a Supervisor.

### **ITEM #11 – DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.**

No later than November 1<sup>st</sup>, Management shall post on the bulletin board of all work units, the beginning of the New Leave Year which will begin the first day of the first full pay period in the calendar year.

### **ITEM #12 – THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIODS.**

- (1) Upon the completion of the selection period for Choice Leave identified in Item 4 of this Memorandum, the break in service for the City Carrier Assistants will be counted against the 14 % for “other” leave. In circumstances that a “slot” is held, and the break in service is impacted by conversion or separation, the leave slot will be made available throughout the year for “other” leave and its release will be communicated to the unit.
- (2) After the period for selecting the Choice Vacation has been closed, Carriers may at their option(s), select additional Leave providing they have Leave on the books.
- (3) Fourteen percent (14%) of the total Carrier work force shall be granted Annual Leave during the “Other” than Choice (incidental) period, except (10%) will apply during December and the first two (2) weeks in January and the exception listed in Item 4.5 on this Memorandum. In applying the percentages, any fraction of .50 and over will mean one (1) additional employee.
- (4) Request for leave other than that mentioned in Item #4 and above:
  - a. Shall be continued to permit the applicable leave percentage of the delivery unit to be absent on leave providing the employee then has leave available.
  - b. During the leave year, open leave days will be applied for by Tuesday prior to the service week for which leave is requested. Request for leave in a Holiday week must be submitted the Monday prior to the posting

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- of the Holiday schedule. Applications will be considered on first-come basis.
- c. Any Leave submitted after Monday/Tuesday preceding the work week will not be automatically denied and full consideration will be given.
  - d. Leave shall be granted on any given day for that day when replacements can be obtained without additional cost or impairment to the Service.
- (2) Leave will not be denied based on the speculation that overtime may be required, or Sick Leave may be used, if the number permitted off has not been reached and the period is otherwise available.
- (3) Leave applications will be decided on within three (3) days, otherwise the Leave is approved.

### **ITEM #13 – THE METHOD FOR SELECTING EMPLOYEES TO WORK ON A HOLIDAY.**

Management will select Letter Carriers to work on Holidays in the following order:

- (1) All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
- (2) All full-time regular, full-time flexible 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) City carrier assistant employees.<sup>1</sup>
- (4) All full-time regular, full-time flexible 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 regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their non-scheduled day—by inverse seniority.
- (6) Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their holiday or designated holiday—by inverse seniority.

Each unit Supervisor will obtain a list of volunteers by contacting all employees who are (1) non-scheduled during the designated Holiday, (2) whose Holiday it

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<sup>1</sup> When necessary to reach item #3 in the Holiday Pecking Order the City Carrier Assistants will be scheduled first as volunteers by seniority then non-volunteers by inverse seniority.

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is. The Holiday schedule will be posted on Tuesday of the week preceding the week in which the Holiday falls. The posting will be made prior to employees end tour.

### **ITEM #14 – WHETHER OVERTIME DESIRED LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.**

Overtime lists will be by sections.

### **ITEM #15 – THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OCCUPATIONAL GROUPS TO BE RESERVED FOR TEMPORARY OF PERMANENT LIGHT DUTY ASSIGNMENTS.**

The number of Light Duty assignments will be at least one (1) within the Carrier unit. The work Assignments will be that as identified in Article 30, Item #17.

### **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.**

- (1) Carriers requesting a temporary or permanent Light Duty assignment must make a written request to the Postmaster. Request must be supported by medical evidence. If the employee cannot be reassigned. The Postmaster shall notify the concerned party as to the reason for his/her inability to be reassigned. Time to evaluate the request and make assignments shall be completed with a reasonable time.
- (2) The assignment of Light Duty will not adversely affect that of the Full-Time Regular employee. No work will be taken from a regular assigned Carrier for making work available for Light Duty. Work more than eight hours for Full or Part-Time Carriers should be assigned to the Light Duty assignments to prevent the excess use of overtime. Other provisions used to determine Light Duty assignments shall be governed by Article 13 of the National Working Agreement, even if that assignment will not be within his/her normal scheduled working hours. If work is not available within his/her work unit, every effort will be made to reassign the employee to the work unit where work is available. If the request is for Permanent Light Duty assignment and no work in the Carrier craft is available, consideration to another craft will be considered as set forth in Article 13.D.
- (3) Reasonable amount of training or instructions shall be provided when needed in the performance of Light Duty assignments.



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### **ITEM #17 – THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.**

Within the Letter Carrier craft, the following may be considered Light Duty assignments but will not be limited to:

- A. Relabeling Carrier Cases.
- B. Rewriting Carrier Route Books.
- C. Labeling inside of Apartment Boxes.
- D. Collections.
- E. Rewriting Carrier P.S. Form 3982.
- F. Perform Services on Auxiliary Routes.
- G. Casing of any mail.
- H. Any other work that Management may deem appropriate and within the employee's Medical capability to perform.

### **ITEM #18 – IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF A SECTION.**

Both parties have agreed to follow the procedures of Article #12, Section 5, of the National Agreement.

### **ITEM #19 – THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.**

- (1) Employee parking shall be first come, first served in available designed spaces.
- (2) NALC President will be permitted to park in a space available basis in a non-designated space in the Customer Parking Lot.

### **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.**

- (1) A maximum of one (1) Letter Carrier from this office attending Union activities during the Choice Vacation period will be counted in the number of Carriers scheduled off during the period provided.
- (2) All requests for leave by delegates to attend Union activities will be submitted as soon as the delegates have been chosen.

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(3) If the request falls within the Choice period and submitted after the determination of the Choice Vacation period schedule, the employer will make every effort to grant the request. The request will not be denied on speculation that overtime or Sick Leave may be used.

(4) The selection of leave for Union activities will not be the employee's Choice for vacation under Item #4, Article 30.

### **ITEM #21 – THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT.**

(1) A Letter Carrier route will be posted for bid when the starting time is changed more than one (1) hour, at the option of the Carrier assigned to the route.

(2) Bidding on vacant assignments shall be citywide. Sectional bidding will be applied only when and where Full-Time Duty assignments are abolished or when Full-Time employees are declared excess to the needs of a section and retreat rights applied in accordance with Article #12, Section 5. C.4.

(3) Notices inviting employees to bid on vacant Full-Time assignments will remain posted for six (6) calendar days.

(4) The following provisions without modification shall be made a part of a local agreement when requested by the local Branch of the NALC during the period of local implementation provided, however, that the local Branch may on a one-time basis during the life of this agreement elect to delete the provision from its local agreement.

“When a Letter Carrier route of Full-Time Duty assignment other than the Letter 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 assignment 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.”

That provision may, at the local NALC Branch's request during local implementation, be made applicable (including the right to delete it) to selected delivery units within an installation. For purposes of applying that provision, a delivery unit shall be a Postal Station, Branch, or Zip Code Area. Any Letter Carrier, in a higher-level craft position, who loses his/her duty assignment due solely to the implementation of that provision shall be entitled to the protected salary rate provisions (Article 9, Section 7) of this Agreement.

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- (5) The T-6 shall work their assignments as bid during the posting period, in proper sequence. If all five (5) routes are being served by the Full-Time Regular Assigned Carrier, the T-6 may be moved to a vacant assignment. Unanticipated circumstances as defined in Article 3.F of the National Agreement may require a temporary change in assignment.
- a. It is agreed that when the Regular Carrier for a tour is called or scheduled in to work his/her non-scheduled day, they “bump” the T/6.
  - b. The T/6 may, in turn, bump either a Reserve or City Carrier Assistance holding a temporary bid on a route in the T/6 swing, if one of the other routes on the T/6 swing is not open.
  - c. No bumping will be permitted if a route on the swing is “open”, in which case, the T/6 would be assigned to the “open” route. If there is more than one open route on the T/6 swing, the T/6 would have his/her choice. When bumping occurs, the junior person holding a temporary bid will be bumped. (The person bumped will be assigned to other vacancies or available work).
  - d. If a T/6 is called or scheduled in on his/her non-scheduled day; he/she would serve an “open” route or “temporary bid” route as indicated in (a) & (b) above.
- (6) The NALC Branch President shall be provided with a copy of all postings pertaining to the bidding on routes and announcements of successful bidders.
- (7) Signing Overtime Desired Lists: In the Ellenton Installation, it is agreed that when employees transfer from another installation or part-time flexible carriers or city carrier assistants are converted to full-time regular after the sign-up period for listing their names on the Overtime Desired or Work Assignment Only list, the local steward and supervisor will describe the requirements and restriction of each list designation to the employee.
- a. At that time the employee will be given 3 working days to make the selection and place their name on the appropriate list.
  - b. It is agreed, Carriers electing to sign the ODL, will have their name added to the ODL Tracking Chart and only the time spent on the list will be considered when determining equitable issues for the remainder to the quarter as outlined in Article 8.
- (8) Overtime Equitability: during quarter, all overtime hours worked by, and all opportunities offered to employees on the “Overtime Desired” list (worked on and/or off the ODL carrier’s duty assignment) will be posted weekly in the delivery unit for review.
- a. Upon request in writing for official time the unit steward will be afforded time each week to review the Equitability Report posting and discuss with the supervisor the distribution of the overtime.

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- b. As necessary, the parties will jointly meet with the unit supervisors and stewards to clarify questions that may arise in the fair distribution of overtime throughout the quarter.