

U.S. Postal Service / NALC Branch 1477

Bradenton Beach, 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, Bradenton Beach

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ARTICLE 30

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

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials, based on individual circumstances.

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

All Full-Time Regular Letter Carriers in the Bradenton Beach Post office shall be on a rotating day off schedule with the work week running from Saturday through Friday.

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 order of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the Installation Head. When a decision has been reached to curtail Post operations, to the greatest extent possible. 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 Bradenton 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. When necessary, the Installation Head or his designee shall contact the local Union Representative to apprise him/her of the emergency situation.

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ITEM #4 – FORMULATION OF LOCAL LEAVE PROGRAM

- (1) The sign-up period for selecting Choice Vacations will begin the second Monday in December each year.
- (2) No later than December 1, a copy of the vacation pick list (a chart showing a; employees' names by seniority and the available leave times) for the Choice Vacation period will be posted. The pick-list will permit a minimum selection of 14% of employees for each week of the Choice Vacation period (rounded to the next higher number for any fraction over .5).
- (3) 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.
- (4) Selection will be made by Carriers, submitting 3971(s) in duplicate to the Supervisor who will post the Carriers name in the space selected on the appropriate pick list.
- (5) The pick-list will allow for second round choices in the same manner as listed in Item 4.4.
- (6) Carriers will be responsible for providing their Union Representative or their Supervisor should they be absent during the selection period.
- (7) Should any Carrier fail to make their selection during the allotted time, they must forfeit their right to select until all remaining employees have picked and then choose from remaining available times, returning his/her choice within three (3) calendar days.
- (8) After Choice Vacation selections, all other leave shall be "incidental" and subject to the provisions stated in Item #12.

ITEM #5 – THE DURATION OF THE CHOICE VACATION PERIOD(S)

The Choice Vacation period shall be from the first full week in April through the last full week in November.

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

Letter Carriers will start their vacations on a Monday and return to work on Monday following their vacation, unless the Monday is a Holiday or a non-

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scheduled work day; in which case they will return to work on Tuesday following the end of their vacation.

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

A Letter Carrier may, at his/her option, request two selections during first round of the Choice Vacation period in units of either five (5) or ten (10) working days, the total not to exceed the ten (10) working days, the total not exceed the ten (10) or fifteen (15) days. A second round will allow for additional submissions of 5 or 10 days as specified in Article 10, Section 3.D.1,2, and 3 of the National Agreement

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

- (1) Letter Carriers on Jury Duty during their selected Choice Vacation are eligible for another available period provided this does not deprive any other employee of first choice for scheduled vacation.
- (2) Carriers attending a National Convention during the Choice Vacation period will not be counted in the number of Carriers scheduled off during the Choice Vacation period. State Conventions or Seminars will be counted in the number of Carriers scheduled off during the Choice Vacation period.

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 total Carrier Work Force will be granted Annual Leave each week during the Choice Vacation period.
- (2) The pick-list will allow for a minimum of two (2) employees off for each week between the first week in May 15th through November 15th by seniority.
- (3) 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

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- 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

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

The official notice of approval of Annual Leave for choice period will be one approved copy of Form 3971 in duplicate. One copy retained by Management. One copy returned 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.

A Notice will be posted no later than December 1st each year informing the employee of the beginning of the Leave Year. The Notice will be posted on the employees or office bulletin board.

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

- (1) Fourteen percent (14%) of the total Carrier work force will be permitted to have “other” (incidental) leave.
- (2) 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 with break in service scheduled for October 15th to May 15th 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.
- (3) Request for leave other than that mentioned in Item #4 and Item 12.1 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 of the Holiday schedule. Applications will be considered on first-come basis.
 - c. Leave shall be granted on any given day for that day when replacements can be obtained without additional cost or impairment to the Service.
- (4) Leave applications(s) will be acted on by the Employer no later than 3 working days after submission by the Carrier employee.
- (5) All leave applications for “other leave” will be submitted by the Carrier, in duplicate, and handed to the Supervisor who will initial the request at the time of submission. A copy will be given to the Carrier as a receipt.

ITEM #13 – THE METHOD OF 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.

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- (3) City carrier assistant employees.¹
- (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 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.

Lists will be established for the Carrier Craft by Station in accordance with Article 30, Local Implementations.

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

AND

ITEM #16 – THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCED WILL BE ADVERSELY AFFECTED.

When request for Temporary or Permanent Light Duty assignment(s) are received under the terms of Article 13 of the National Agreement, and the requirements contained therein are met, the Postmaster will make every effort to reassign the employee(s) to available duties compatible within the physical limitations identified in medical reports. Consultation may be held with the Union when requests are received. The employee may be present during this consultation.

¹ 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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ITEM #17 – THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.

Whenever a request for Light Duty is made under the provisions of Article 13, the Installation Head will make every effort to reassign the employee to an available Light Duty Assignment, within his/her limitations, in the installation.

For Example:

1. Assisting routes
2. Marking up forwardable mail
3. Re-labeling Carrier cases
4. Re-writing Carrier route books

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

- (1) A section shall be defined as a delivery unit through the Bradenton Beach Post Office.
- (2) It is agreed that the Bradenton Beach Post Office and its stations and branches shall be known as an installation.

ITEM #19 – THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

Parking will be on a first come, first serve, space available basis in the fenced enclosed (West) area adjacent to the Bradenton Beach Post Office.

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 requested prior to the Choice Vacation schedule shall be part of the total Choice Vacation plan.

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

- (1) When a Letter Carrier Route or full-time duty assignment, other than the Letter Carrier route(s) or full-time duty assignments of the junior employee(s), is abolished at the delivery unit because 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

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Carrier(s) shall be posted for bid in accordance with the posting procedures in Article 41.3.0.

- (2) Signing Overtime Desired Lists: In the Bradenton Beach 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
- (3) The swing Carrier shall work their assignment as bid in its proper sequence. Unanticipated circumstances may require a temporary change in assignment. In the event of such a change, a Union Official will be notified.
- (4) 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. 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. 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.
 - b. 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).
 - c. 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.
- (5) 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.

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- d. 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.
- e. 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.

ITEM #22 – LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.

- (1) A Letter Carrier Route will be posted for bid at the option of the Carrier serving the route when the starting time is changed more than one hour.
- (2) Bidding on vacant assignment shall be installation wide.
- (3) Notices involving employees to bid on vacant full-time duty assignments will remain posted for six (6) days.
- (4) All bid postings and bid award notices will be supplied to the NALC President for review.
- (5) A roster of the seniority in the Carrier craft shall be posted on the official bulletin board, and as new lists are prepared, a copy will be furnished the Carrier craft.