

U.S. POSTAL SERVICE

ENGLEWOOD

**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, Englewood

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

It is the position of the U.S. Postal Service that those employees in the Letter Carrier Craft that perform dirty work or work with toxic materials should be granted such time as is reasonable and necessary for washing-up. This includes the period of time prior to his/her lunch break. When requested by the employee and approved by the route examiner, reasonable and necessary time to wash up will not be deducted from street time during the week of inspection, except when the need was the result of an unusual situation.

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

(1) Every regular employee shall have a rotating schedule for their non-scheduled work day. The schedule shall consist of non-schedule work days as follows:

- 1st Week Non-scheduled on Mondays
- 2nd Week Non-scheduled on Tuesdays
- 3rd Week Non-scheduled on Wednesdays
- 4th Week Non-scheduled on Thursdays
- 5th Week Non-scheduled on Fridays
- 6th Week Non-scheduled on Saturdays

Friday and Saturday coming together gives the employee a long weekend every 6th week. Once every six-weeks the employee will be scheduled for six consecutive days.

The Part-Time Regulars of the Englewood Office will have rotating days 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 Englewood 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.
- (2) The suspension of operations under emergency conditions will be declared by the Postmaster or Designee after consultation with local authorities. Management will notify Carriers on the street when operations have been suspended, or dangerous conditions exist. 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.

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- (3) 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.
- (4) Carriers may temporarily curtail mail delivery during a period of extreme lightning, or at any time weather conditions develop that are of a safety concern. Carriers are expected to use responsible, intelligent discretion when confronted with an imminent emergency. Safety will be the primary consideration in any emergency.
- (5) Carriers covered under this agreement are reminded to continue to call ERMS for any absence after suspended service is re-instituted.

ITEM #4 – FORMULATIONS OF LOCAL LEAVE PROGRAM.

- (1) The sign-up period for the new year to determine the period(s) for Annual Leave shall begin on November 10th
- (2) The number of all Carriers on Annual Leave at any given time will not exceed fourteen (14%) percent or 10% as defined in Item # 9.1 (rounded to the next higher number for any fraction over .5) of Carriers available on rolls at the beginning of the selection period.
- (3) No later than November 1st, a copy of the vacation pick-list (a chart showing all employees names by seniority and the available leave “slots”) will be provided the NALC President for review. Upon concurrence, the chart will be posted in the delivery unit.
- (4) The Charts will list the Carriers assigned to each 5-digit delivery unit in the following order: Full-time Regular, Part-time Flexible, Part-time Regular and City Carrier Assistants in order of Seniority for each classification. The Relative Standing of the City Carrier Assistants will be referred to as “seniority” throughout this agreement.
- (5) Carriers by seniority in groups of 14% will be allowed a maximum of three (3) calendar days to make their selections. Three (3) calendar days will be allowed each successive group of Carriers in order of seniority to make their selections from available periods.
- (6) After the first-round selections for Annual Leave, a second-round will be allowed in increments of five (5) or ten (10) days. These will also be by seniority in the work unit. This will enable some employees to add on to their original first selection of Choice Leave and lengthen their vacation without depriving others of a Prime-Time Choice.

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- (7) The method for the second-round selection shall be that used in Item #4.5 with the approval action for periods selected to be completed no later than the second Monday of January.
- (8) Conflict as to available periods shall be decided by seniority. The pick list will permit selection up to 14% of employees for each week throughout the leave year, or 10% as defined in Item # 9.1
- (9) Selection will be made by Carriers, submitting PS Form 3971 to the Supervisor who will post the Carriers names in the space selected on the pick-list. P.S. Form 3971 will be submitted in duplicate.
- (10) 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.
- (11) The 14% will include long Term Sick Leave for incapacitation of the Carrier where it can be reasonably projected that such extended periods occur. Leave will not be denied on the speculation that Sick Leave might be required. Such Sick Leave will include Annual Leave or Leave Without Pay when used in lieu of (absence) Sick Leave.
- (12) Military Leave will not be part of the 14% allowed for each week.
- (13) A Carrier may cancel his/her Annual Leave request. When this is done, the Supervisor of the section or station will post in an office designated location, that available period on the bulletin board for 3 days. Carriers with seniority below that of the relinquishing Carrier shall have the first chance to apply for that period and this leave will not be considered that of the prime-time selections.

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

The Choice Vacation period will begin the first day of the first pay period of the calendar year through the last week of December, applying the percentages as specified in Item #9 of this Memorandum.

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

Except for unscheduled leave as set forth in Item #12, all Annual Leave for the Carrier’s first and second choice shall begin on Monday.

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

Employees must be allowed to request the number of days of Annual Leave during the Choice Vacation period that they are entitled to under Article X of the National Agreement. Those employees who receive fifteen (15) days of Annual Leave may request two options in units of five (5) or ten (10) days of Annual Leave as their first choice or fifteen (15) days of continuous leave. Those employees who receive ten (10) days of Annual Leave may request two options of five (5) days of Annual Leave or ten (10) days of continuous Annual Leave.

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

Jury Duty and attendance at Union Conventions shall not be charged to the employee's 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 as of November 1st. in the work unit will be granted Annual Leave each week during the Choice Vacation period. In applying this requirement, any fraction of 0.50 or over will mean one additional employee and any fraction under 0.50 will be discarded. In applying this agreement, it is agreed 14% will apply, except in December and January, in which case 10% will apply.
- (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 as well as, to project the potential Annual Leave accrual during the appointment period of each CCA.
 - b. The Installation Head and Union Representative shall, prior to the first day of submission for Choice Vacation Leave 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

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- 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 previously approved period. 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 SCHEDULE APPROVED FOR SUCH EMPLOYEE.

The official notice of approval of Annual Leave for Choice Period will be one (1) approved copy of PS Form 3971 in duplicate. One (1) copy retained by Management, one (1) 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 YEAR.

A notice shall be posted in each unit or station, no later than the first of November of each year, informing the employees of the beginning of the leave year which shall begin the first day of the first pay period of the calendar year. The notice shall be posted on all official bulletin boards with a copy presented to the local Union to be placed upon the Union Bulletin Board.

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

- (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 whose break is required between October 15th and May 15th each year will be counted against the 14% and 10% for "other" leave. In circumstances that a

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“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) 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 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.
- (3) 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.
- (4) Applications for other leave shall not be denied on the speculation that overtime or Sick Leave may be used, if the number permitted to be off has not been reached.
- (5) Leave applications for other leave shall be decided on within three (3) working days to included Saturday.
- (6) Leave on any given day shall be granted to any applicant if the percentage has not been reached. Applications shall be as stated in Item #3 above, provided the work can be accomplished at straight time pay.

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.
- (3) City carrier assistant employees.¹

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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- (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.

“Overtime Desired Lists for Full-Time Regular Letter Carriers be constituted by sections.” A section being defined as an entire station, Branch or Main Office.

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

Every effort should be made by the parties, consistent with the delineation of suitable Light Duty for particular employee’s difficulties by a medical doctor to maximize the number of Light Duty assignment(s). After receipt of request(s) for Light Duty, the number and type(s) of Light Duty assignment(s) shall be determined as the need arises for the assignment of ill or injured employee(s) until employee(s) are released by the doctor(s) for regular assigned duty.

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.

A Light Duty assignment must not be established which would adversely affect an employee from a bid position. Management must use vacant assignments and establish assignments that are supplemental to regular assignments and that are compatible with the medical restrictions of the employee.

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

- (1) 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 Boxed;
 - d. Collections;
Rewriting Carrier PS Form 3982;
 - e. Perform services on Auxiliary Routes;
 - f. Casing of any mail;
 - g. Any other work that Management may deem appropriate and within the employee's medical capability to perform.

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

It is agreed that the Englewood Post Office and its Stations and Branches shall be known as a section.

ITEM #19 – THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

- (1) The employer shall assign parking spaces to the Letter Carrier Craft. The assignments shall be in conjunction with and equal to the number of Full-Time City Delivery Routes within each installation or station. Employees scheduled to work the bid assignment, for the period of the schedule, shall utilize the assigned parking space for the assignment to be worked.
- (2) Where parking spaces are provided, the employer must take the necessary and appropriate steps to safe-guard both the employer as well as the employee's property. It is desirable that the following be implemented at all installations and sections.
 - a. A fenced or secured parking area;
 - b. A minimum of two (2) entrances and exits of which one (1) may be designated as an emergency exit and entrance;
 - c. Controlled access to the parking area by authorized personnel and the public.
 - d. Ample lighting throughout the parking area.
 - e. The NALC President will be permitted to park in a space available basis in a non-designated space in the Employee Parking lot.

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- (3) The employer must take the appropriate steps to keep the parking area clean, unobstructed, parking spaces clearly marked, and parking assignments clearly marked.

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.

Letter Carriers attending Union activities who have been certified as Delegates by the Union, shall not have their absence charged to their Choice Vacation period provided the provisions in Article #24, Item 2, 3 and 4 of the National Agreement have been adhered to. Englewood will be limited to one (1) Delegate to the National and State Conventions under these conditions.

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

- (1) Whenever the starting time of an employee has been changed at least one (1) hour and Management as so indicated on the notice of change that the change is permanent in nature, the employee's bid assignment will be reposted at the option of the Letter Carrier.
- (2) Bidding for assignments shall be installation wide.
- (3) A notice shall be posted for seven (6) calendar days whenever a regular assignment becomes vacant or a newly created eight (8) hour assignment is authorized or whenever a reposting because of the starting time.
- (4) When a Letter Carrier route or Full-Time Duty Assignment, other than the Letter Carrier route(s) for 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, highways, 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) were abolished shall be posted in accordance with the posting procedures in this article.
- (5) The Union and Management shall meet each July to discuss:
- a) Which route(s) in the unit(s) shall be declared seasonal and the duration of the seasonal period.
 - b) The Union and Management shall discuss the criteria to be used for determining seasonal routes.
 - c) The Union and Management shall discuss how to relieve the seasonal routes during the seasonal period.

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- d) The Union and Management shall discuss when route inspection shall be conducted on the seasonal routes, as well as when adjustments shall be made.
- (6) A method for making known the availability of temporary assignments of an anticipated duration of five (5) days or more whenever reasonable notice is given to the employer of the intended vacancy. Whenever reasonable notice is given to the employer of the intended vacancy, a notice inviting bids, on PS Form 1716 or other suitable document, for available Full-Time Craft Duty Assignments of an anticipated duration of five (5) days or more will be posted for at least seven (7) calendar days before noon the Tuesday before the Wednesday posting of the employee work schedule. When a Full-Time Craft Duty Assignment of five (5) days or more becomes available between the seven (7) calendar days, the assignment will be posted for the remainder of the specified period, ending 12:00 Tuesday. A copy of the bid notice will be given to the local Union. All posting shall follow Article 41, Section 1.B.4 (B through H) of the National Agreement. The posting shall also include the beginning and ending dates (if known).
- (7) A method for submission of preference for such assignments to the delivery unit to which the employees are assigned.
- a) Eligible employees must submit the local Union Bid Form for Temporary Assignment to their immediate Supervisor. All forms will be filled out in its entirety with a copy(s) returned to the employee immediately after receipt by the Supervisor. Eligible employees are entitled to assignments within Stations or Branches as negotiated in the Local Memorandum of Understanding under Item #18. cutoff time for submission of preference by those employees wishing to be considered for available Craft Duty Assignments of anticipated duration of five (5) days or more.
 - b) The cutoff time for submission will be recorded on the notice inviting bids. Under no circumstances will applications be accepted after the date and time specified.
- (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.
 - 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.

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- (9) Signing Overtime Desired Lists: In the Englewood 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

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

- (1) When more than one (1) temporary vacancy of five (5) days or more is posted at the same time, an employee may select duties within the capacity of the bid on any or all vacancies for which he/she is eligible to bid. In doing so he/she will order of preference by marking his/her bid to show his/her first, second or third choices, etc.
- (2) Notice inviting bids and bid award notices shall be posted on an installation wide basis. Copies of all invitations for bids and bid award notices will be sent to the President of the Local Union.
- (3) 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 (6) days. Copies of the notice shall be given to the local Union. When an absent employee has so requested, in writing, stating his/her mailing address, a copy of any notice inviting bids shall be mailed to the employee.
- (4) The position of “Full-Time” Reserve Letter Carrier shall consist of the following:
 - a. Full-Time Letter Carriers shall have flexible non-scheduled day.
 - b. Upon selecting by seniority and available duty Assignment of five (5) days duration, or longer, the Full-Time Reserve Letter Carriers shall assume the starting time and non-scheduled day of the assignment so selected.
- (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.

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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) In addition to Article 41, Section 2.B.1, when an absent employee has requested, in writing that his Union representative be permitted to submit bids in their behalf such bids will be honored when accompanied by a copy of such authorization.