

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

**Largo, 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, Largo

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### **ARTICLE XXX B**

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

- (1) Article VIII, Section 9 (National Agreement) provides reasonable wash up time for a Letter Carrier who performs dirty work
- (2) It is the position of the U.S. Postal Service that those employees in the Letter Carrier craft that perform dirty work or handle toxic materials should be granted such time as is reasonable and necessary for washing up after performing dirty work or incidental to personal needs as currently established, per M-39 Handbook

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

- (1) All Full-Time Carriers in the Largo, Florida Post Office, and its branches shall continue to be on one of six rotating day off schedules with the work week beginning on Saturday through Friday.
- (2) All (except 3) Part-Time Regulars (PTR's) will be assigned to one of six rotating schedules. Management reserves the right to assign three (3) PTR positions to fixed days off. The work week shall begin on Saturday, running through Friday. The work week will consist of five (5) days, whenever possible.
- (3) In the event a PTR voluntarily bids to another PTR position and vacates a fixed schedule, Management may withhold awarding this position until fixed PTR position is filled, either by the bidding process or a new hire. This notice will be added on, Part-Time Regular job posting.

#### **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 CONDITION.**

- (1) The Largo 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

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of Postal Operations, management will issue official instruction to its employees through the Suncoast Hotline at 1-888-363-7462.

- (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.

### **ITEM #4 FORMULATIONS OF LOCAL LEAVE PROGRAM.**

- (1) The sign-up period of the New Year to determine what period(s) for Annual Leave shall begin on the 2<sup>nd</sup> Monday in November.
- (2) No later than November 1st, a copy of the Choice Vacation pick list (charts by delivery unit showing all employee's names by seniority /relative standing and the available leave times) will be posted in the delivery unit.
- (3) The Charts 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. The relative standing of the City Carrier Assistants will be referred to as "seniority" throughout this agreement.
- (4) No later than November 10<sup>th</sup> or the 1<sup>st</sup> workday thereafter, as each group of Carriers make their selection, three (3) calendar days will be allowed each successive group of Carriers, in order of seniority to make their selection from available periods.
- (5) Should any Carriers fail to make their selection during the allotted time, they forfeit their right to select until all others have been afforded the opportunity to select.
- (6) Conflict as to available periods shall be decided by seniority.
- (7) After the first (1) round of selections for the choice period have been complete, a second (2) round of selections will be allowed in increments of five (5) or ten (10) days.
- (8) The method for the second-round selection shall be that used in the first round of selections.

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- (9) Approval for second-round picks will be completed no later than the 3<sup>rd</sup> Monday in December.
- (10) Selections will be made by Carriers submitting PS Form 3971 to the Supervisor, who will post the Carriers name in the space selected on the pick-list. PS Form 3971 will be submitted in duplicate.
- (11) Carriers will be responsible for providing written information through their Union Representatives if they should be absent during the section period.
- (12) All advance commitments for granting leave must be honored except for serious emergency situations, or if sufficient leave is not available to the employee. If financial commitment has already been made 60 days prior upon verification, the leave may be granted.
- (13) Choice Vacation may be cancelled in increments of a full week provided a written notice of intent to cancel has been submitted, via PS Form 3971 to the Unit Supervisor with knowledge given/provided to the Union Steward, by Monday of the week preceding the week of approved leave. When this is completed, the Unit Supervisor will post the available period on the unit time clock for three (3) days. Carriers in the unit with seniority below the Carrier relinquishing this leave will have first choice to apply for this period. Senior Carriers may apply for this period after junior Carriers fail to apply for the posted leave.

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

The Choice Vacation period is as follows:

- (1) Leave may be granted if applied for all year except as stated below:
  - a. Fourteen percent (14%) of the total workforce in each unit shall be granted leave during the period beginning the last full calendar week of January each year through the end of the first full calendar week of December.
  - b. Eight percent (8%) of the total workforce in each unit shall be granted leave for the period beginning the second full calendar week in December each year to the first day of the last full week of January each calendar year.

### **ITEM #6 – THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACATION PERIOD.**

The employee's Choice Annual Leave period shall begin on Monday.

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### **ITEM #7 – VACATION SELECTION DURING THE CHOICE PERIOD WILL BE AS FOLLOWS:**

- (1) For those employees entitled to ten (10) days: Two (2) selections of five (5) days, or one (1) selection of (10) days.
- (2) For those employees entitled to fifteen (15) days: two (2) selections consisting of one (1) selection of up to ten (10) days, and one (1) selection of five (5) days. Selection days are to be consecutive and selection is to be by seniority, by unit.

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

Jury Duty and attendance at the National or State Conventions shall not be charged to 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) When new delivery units are added due to expansion, they will be governed by Item #4, #12, and #20 of the LMOU (Leave)
- (2) Fourteen percent (14%) of the total Carrier work-force in each work unit as of November 1st be granted Annual Leave each week during the Choice Vacation period. Eight percent (8%) of each unit will be allowed leave for vacation for the remainder of the year. In applying the percentages and fraction of .50 and over will mean one (1) additional employee.
- (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 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 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

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- (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. Those Newly 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 SCHEDULED APPROVED FOR SUCH EMPLOYEE.**

The official notice of approval of Annual Leave for Choice Vacation will be on PS Form 3971. Request for choice period shall be submitted on PS Form 3971 in duplicate. One (1) copy retained for Management and 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 LEAVE YEAR.**

No later than November 1<sup>st</sup>, Management shall post on the bulletin boards of all delivery units the beginning of the new leave year.

### **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, request for leave other leave:
  - 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.

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- b. 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) 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 Holiday weeks must be submitted the Monday prior to the posting of the Holiday schedule. Applications will be considered on first-come basis.
- (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) These open leave days will be by delivery unit, by seniority and date submitted.
- (7) The fourteen (14%) and eight (8%) will included all leave committed to date, as well as Military Leave, Jury Duty, Union Leave, extended Sick Leave and extended LWOP.

### **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.<sup>1</sup>

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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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- (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.**

- (1) The Overtime Desired List will be posted by the delivery units as follows, except any new units added caused by expansion will be entered after meetings between Management and Labor.
- (2) It is agreed that the Largo Post Office and its Stations and Branches shall be known as an Installation. It is further agreed that each Carrier work unit shall be identified for the Union’s Administrative purposes as listed in Item 18 of this LMOU.
- (3) 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.
- (4) Overtime will be scheduled as provided in the National Agreement, or its addendum.



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

When requests 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 with the physical limitations identified in medical reports. Consultation will be held with the Union when requests are received. The employee involved may be present during this consultation.

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

- (1) Carriers requesting a Temporary or Permanent Light Duty assignment must make a written request to the Postmaster. This request must be supported by written medical evidence. If the employee cannot be reassigned, the Postmaster shall notify the concerned parties and the Union, as to the reason for his/her inability to reassign. Time to evaluate the request and make assignments shall be completed within a reasonable time.
- (2) A reasonable amount of training and/or instruction shall be provided in the performance of Light Duty assignments.

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

- (1) After following provisions of the National Agreement, the following work may be considered for Light Duty assignments.
  - A. Replacing labels for Carrier cases.
  - B. Maintaining PS Form 3982's.
  - C. Serving mounted routes where required delivery times would require the regular to work overtime, providing the duty would be within and not exceed his/her work limitations.
  - D. Assist the Supervisor in maintaining collection box labels.
  - E. Delivery of Express Mail and parcels, providing such duties are within the limitations set forth by the physician's documentation.

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### **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 SECTIONS.**

- (1) For the limited purpose of reassigning excessed employees under the provisions of Article 12, Section 5C, Paragraph 4 of the National Agreement, the following shall be identified as delivery units:

Delivery Zone **33770**  
Delivery Zone **33771**  
Delivery Zone **33772**  
Delivery Zone **33773**  
Delivery Zone **33774**  
Delivery Zone **33776**  
Delivery Zone **33777**  
Delivery Zone **33778**

- (2) In identifying the delivery units above, they will have no significance in bringing about any change in the parties existing LMOU other than determining reassignments for excessed employees in accordance with provisions of Article 12, Section 5C, Paragraph 4, The Leave provisions outlined in Item 4, 9 and 12 of this LMOU or for opting in accordance with Article 41 of the National Agreement.

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

The employer agrees to take every reasonable step to make available to the employees all parking spaces not being utilized for the needs of the Postal Service. These spaces will be used on a first come, first serve basis. The Chief Steward will be permitted to park in a designated space at the Main 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 determination of the Choice Vacation schedule, will not be part of the total Choice Vacation.

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

- (1) When a Letter Carrier route of Full-Time Duty Assignment, other than the Letter Carrier route(s) or Full-Time Duty Assignment(s) of the junior

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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 the unit held by Letter Carriers who are junior to the Carrier(s) whose route(s) or Full-Time Duty Assignment(s), shall be posted for bid in accordance with the posting procedures in this Article.

- (2) A delivery unit as applied to Article 41, Section 3-0 shall be identified as listed in Item 18 of this LMOU.
- (3) Signing Overtime Desired Lists: In the Largo, Florida Installation, it is agreed that when employees transfer from another installation or part-time flexible carriers and 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 THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.**

- (1) Bidding will continue to be on an installation wide seniority basis.
- (2) Bids will be posted for six (6) days, excluding the first day it was posted.
- (3) A copy of all posted notices affecting the Letter Carrier craft shall be furnished to the designated agent of the NALC.
- (4) Bidding on preferred Letter Carrier Craft duty assignments and for other purposes Article 41.2 will apply
- (5) When a Carrier's regular schedule is changed by more than one (1) hour or his/her assignment is changed by 40% or more, the assignment may be reposted at the option of the Carrier.
- (6) Request for Opting on vacancies of five (5) days or more will be posted by the Unit Supervisor via PS Form 13 on the unit bulletin board for a period of two (2) working days.
  - a. The senior applicant will be assigned to the vacancy on the Monday of the leave week.

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- b. No verbal requests will be honored. All bids submitted must be on the form supplied by the Union and handed to the Supervisor. Except as outlined above for unanticipated vacancies, request are to be submitted no sooner than seven (7) calendar days prior to the Tuesday preceding the service week of the vacancy.
- (7) Further, it is understood that Carriers, who have exercised their rights of seniority may be bumped from the temporary bid assignment only when the following conditions are present: Unanticipated circumstances as defined in Article 3.F of the National Agreement may require a temporary change in assignment and:
- a. It is agreed that when the Regular Carrier for a Route 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 Assistant 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 in the swing is “open” in which case, the T-6 would be assigned to the “open” route. If there is more than one (1) 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).
  - b. If a T-6 has routes in more than one (1) “work-unit” or “station” and is “bumped”, he/she would be limited to serving an “open” or temporary bid route on their swing “only” in the unit or station to which regularly assigned that day.
  - 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) Copies of all invitations for bids and bid awards, will be sent to the President of the Local Union.