

U.S. POSTAL SERVICE

PINELLAS PARK

**LOCAL MEMORANDUM OF
UNDERSTANDING
2016-2019**

The Parties mutually agree to the Local Memorandum of Understanding provisions for the duration of the 2016-2019 National Agreement, which expires September 20, 2019.

_____ Date: _____
President
Branch 1477, NALC

_____ Date: _____
Postmaster
USPS, Pinellas Park

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ARTICLE 30

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 toxic materials should be granted such time as is reasonable and necessary for washing up. This is to include 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, such time will not be built into the route.

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

All Full-Time Regular Carriers in the Pinellas Park Office will continue to be on rotation non-schedule off day, with the basic work week running from Saturday through Friday

ITEM #3 – GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITION.

- (1) The Pinellas Park 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.
- (3) Priority shall be given first to the safety of the employees in maintaining service to the public.
- (4) Carriers are expected to use responsible, intelligent discretion when confronted with emergency situations such as severe lightning storms which might require independent action on the Carriers part

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(5) Carriers covered under this agreement are reminded to continue to call ERMS at 1-877-477-3273 for any absence after suspended service is re-instituted.

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 10 November.

(2) No later than November 10, a copy of the choice vacation period(s) will be posted in each delivery unit. This will permit the number of employees in Article 30, Item #9 to choose their leave. Each group of employees determined by Article 30, Item #9, will be allowed up to three (3) calendar days to make their selection(s). The number allowed in Article 30, Item #9 will permit all full-time regulars and PTFs to complete their choice.

(3) Selection will be made by Carriers, submitting PS Form 3971 in duplicate, to the Supervisor who will post the Carrier's name in the space selected on the calendar pick-list within 24 hours. One copy of PS Form 3971 will be retained by Management.

(4) Carriers will be responsible for providing written information through either, their Union Representative or their Supervisor if they should be absent during the periods of first and second selections.

(5) The 14% will include long term Sick Leave where it can be reasonably projected that employees who are on extended Sick Leave will not be available to work in the delivery unit where leave is requested. Leave shall not be denied on the speculation that Sick Leave or overtime might be required. Extended Sick Leave will be identified as that period of time medical authorities indicates the employee will be incapacitated.

(6) Military leave will not be part of the 14% allowed for each week and will not be considered as a selection for prime time.

(7) Leave to attend Union activities will be that set forth in Article 30, Item #20 of the National Agreement.

(8) A Carrier may cancel his/her Annual Leave request at any time. Leave periods that are chosen as a first or second selection during the Choice "sign-up period" and then cancelled by the Carrier, will be posted on the unit bulletin board and the leave calendar. Such posting will remain posted for three (3) working days. The absence of other unit employees will not negate such posting

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and the awarding of the cancelled leave to an employee with the seniority below that of the relinquishing Carrier, who shall have first chance to apply for the period cancelled. All leave cancelled will be done by submitting a PS form 3971 notating the dates to be cancelled.

(9) The submission of annual leave by City Carrier Assistant (CCA) employees and/or granting of annual leave to City Carrier Assistant (CCA) employees shall be completely independent of and in no way, impact the current LMOU leave provisions applicable to career City Letter Carriers. CCA employees will not be considered in applying the leave percentages when determining the number of career carriers allowed off during the choice vacation period.

The following provisions shall address the parties 'agreement with regard to the submission and approval provisions applicable to CCA annual leave during the Choice Vacation Period:

- 1) The parties agree the duration of the Choice Vacation Period(s) for CCA employees shall run concurrent with the Choice Vacation Period applicable to the career City Letter Carrier workforce.
- 2) CCA employees shall be granted up to ten (10) days of continuous annual leave during the Choice Vacation Period in accordance with Article 10.3.D of the National Agreement.
 - a. The Installation head shall meet with the representative of the Union 30 days prior to the first day of submission for choice vacation leave to determine the amount of annual leave accumulated by each CCA, as well as, to project the potential annual leave accrual; during the appointment period of each CCA.
 - b. Within the same 30-day period provided for in subsection (a.) above, the installation head and representative of the Union shall determine the projected eligibility dates 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 5 or 10 working days, the total not to exceed the ten (10) days addressed in Article 10.3.D.1
- 3) Upon completion of the Choice Vacation selection submissions by career employees, City Carrier Assistants (CCA) employees will be given the opportunity to make one selection for annual leave during the Choice Vacation Period, by relative standing. Application for choice annual leave selection by (CCA) employees may be submitted within ten (10) days

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following the closing of the submission period for the career City Letter Carriers workforce in duplicate on PS Form 3971. The supervisor shall complete and sign the copy of the PS Form 3971 within five (5) days of the closing of the ten (10) day submission period and return a copy to the employee. In the event of a CCA being hired after the leave selection process has ended, the CCA(s) will be permitted to make a selection for any week after 40 hours of Annual Leave will be accrued.

- a. There shall be a minimum of one (1) City Carrier Assistant employee granted annual leave each week during the Choice Vacation Period, excluding the month of December for weeks in which slots for career letter carriers were not filled during the career Choice Vacation selection(s)
- b. 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 ten (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 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.
- c. CCA employees converted to career status during a leave year shall retain any annual leave previously approved, as long as there is sufficient balance of annual leave at the time the leave is to be taken.

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

Choice vacation period will be from the first day of the first full pay period in January through December.

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

The beginning day of an employee’s choice vacation period shall be on a 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.

The employee may at his/her option, request two (2) selections during the choice vacation period in units of either 5 or 10 days with total not to exceed the (10) or fifteen (15) days in accordance with Article 10, Section D1 and 2, of the National Agreement.

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

(1) Jury Duty shall not be charged to the choice vacation period and will not be counted as part of the percentage agreed to in Item #9.

(2) A maximum of two (2) employees on convention leave will not be charged to the choice vacation period and will not be counted as part of the percentage agreed to in Item #9. Approval of convention leave for additional eligible delegates shall be consistent with the provisions of Article 24, Section 2 of the National Agreement.

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 Career Carrier work force in each delivery unit will be granted Annual Leave during the choice vacation period. The period is identified in Item #5. In applying the requirement, any fraction of .50 and over will mean one (1) additional employee and any fraction under .50 will be discarded.

(2) One (1) Career Carrier will be allowed Choice leave each week in the month of December. Career Carriers are limited to one (1) December Choice Selection

(3) During the 2018 leave year it is agreed that a minimum of three (3) Career Carriers will be allowed leave in the 81 and 82 delivery units during the choice period.

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

The issuance of official notice to each employee of the vacation schedule

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approved for such employee will be one approved copy of the PS Form 3971 when submitted in duplicate, IN INK.

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

No later than 1 November, Management shall post on the bulletin board of all work units, the beginning of the new leave year.

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

(1) After the first round of selections for Annual Leave, a second round will be allowed in increments of 5 or 10 days. These will also be by seniority in the work unit: This will enable some employees to add on to their original first choice of Annual Leave to lengthen their vacation without depriving others of a prime-time choice.

(2) The method for the second-round selection shall be that used in Item #4. Paragraph 2, with the approval action for periods selected to complete not later than the first full pay period in January.

(3) All requests for other than choice Annual Leave (incidental) will be approved up to 14% of the work complement provided the requests are submitted on PS Form 3971 no later than Tuesday prior to the service week in which the Annual Leave is desired. The Carriers will be notified of the approval or denial of these requests for Annual Leave within three (3) days of submission to the Supervisor.

(4) During the 2018 leave year it is agreed that a minimum of three (3) Career Carriers will be allowed leave in the 81 and 82 delivery units during the “other” period.

(5) Employees on Annual Leave will not be called to work except in emergencies.

(6) Carriers who become ill or injured during the original first and second selected period shall be permitted another choice form available leave periods in insure leave being granted over any other application for leave during the available period. Application must be submitted upon first day of return to duty.

(7) The submission of annual leave by City Carrier Assistant (CCA) employees

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and/or granting of annual leave to City Carrier Assistant (CCA) employees shall be completely independent of and in no way, impact the current LMOU leave provisions applicable to career City Letter Carriers. CCA employees will not be considered in applying the leave percentages when determining the number of career carriers allowed off during the “Other” vacation period. There shall be a minimum of one (1) City Carrier Assistant employee granted annual leave each week during the Other than Choice Vacation Period, excluding the month of December for weeks in which slots for career letter carriers were not filled during the career Choice Vacation or Other Leave selection(s)

(8) Immediate Annual Leave is defined as eight (8) hours or less which may be granted on the day requested provided operational needs are met and employees are available for work without the use of overtime. Requests will be submitted up to the established carrier start time. Requests will be made by completing a PS Form 3971 which will indicate the amount of time requested. These requests will be submitted to the Supervisor.

(9) The 14% will include long term Sick Leave where it can be reasonably projected that employees who are on extended Sick Leave will not be available to work in the delivery unit where leave is requested.

ITEM #13 – THE METHOD OF SELECTING EMPLOYEES TO WORK ON HOLIDAY.

Management will select Letter Carriers to work on Holiday’s or Day’s designated as a Holiday with Carrier Duty Assignments available, will be assigned 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
- (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

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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- (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 employee's end tour.² Competitive Product delivery schedules may be assigned to City Carrier Assistants as determined by management discretion without recourse to the holiday pecking order.

ITEM #14 – WHETHER “OVERTIME DESIRED” LIST IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

Overtime Desired List will be by section. A section is identified as delivery unit. The method of tracking overtime identified in Item #21 will be utilized.

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

Light duty assignments will be made consistent with operational needs and available work. If the employee cannot be reassigned, the Postmaster shall notify the concerned party, and the Union, as to the reason for his inability to reassign. Time to evaluate the request and make assignments shall be complete within a reasonable time. Assignments for Light Duty will be consistent with Article 14, Section 3B.

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) 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 the purpose of making work available for Light Duty. Work in excess of eight hours for full or part-time Carriers should be assigned to the Light Duty assignments to prevent excess use of overtime. Other provision 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 normal scheduled working hours. If work is not available within his work unit and craft, every

² The Tuesday prior to the Holiday week schedule will be posted by close of business as outlined

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effort will be made to reassign the employee to the work consistent with Article 13, Section 4. 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, Section 4.A. and D.

(2) Reasonable amount of training or instruction shall be provided when needed 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) Making labels for Carrier cases.

(2) Reworking Form 3982's.

(3) Serving mounted routes where required delivery times would require the regular to work overtime, providing the duty would be within and not exceeding his/her limitations.

(4) Working CMU and assisting other Carriers in delivery preparations when such duties are within the limitation set forth by the physician.

(5) Assisting Supervisor in maintaining labels and control of collections.

(6) Delivery of Express Mail, Special Delivery, and parcels, providing such duties are within the limitations set forth by the physician.

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

When it becomes necessary to reassign employees excess to the needs of a section, the sections are identified as:

The 81 Unit

The 82 Unit

ITEM #19 – THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Parking spaces in excess of USPS needs will be available on a first-come first serve basis.

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ITEM # 20 – THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEDULED IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.

(1) Leave to attend Union activities will not be part of the employee's choice vacation period.

(1) Leave to attend Union activities will be part of the 14% percent permitted off during the leave year.

(2) Leave without pay may be requested in lieu of Annual Leave. Such request will be part of the 14% percent permitted off in the work unit

(3) When any official NALC activity occurs during the choice period, Carriers scheduled to attend will be granted leave up to the 14 % percent.

(4) Application for such leave will be submitted at the earliest possible date and will have preference over any unapproved leave request for incidental leave.

(5) If the request exceeds the 14% Management may approve the request provided that approval does not adversely affect the service needs of the installation.

(6) Leave requests to attend Union activities may be limited to actual number of days required with consideration to be given for time to travel.

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

(1) The T-6 shall work his bid assignment in the sequence posted. When the regular full-time Carrier is required to work, the T-6 will be assigned to work any one of the routes within his swing. If all five routes are being served by full-time regular assigned Carriers, the T-6 may be moved to a vacant assignment. 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 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

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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.

(2) The T-6 will not be reassigned from his normal route sequence and be replaced by the PTF or Reserve Carrier, simply because one assignment may be more difficult than another. The change in assignment may be made where unforeseen or unanticipated circumstances prevail.

(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.

- d. Upon request in writing for official time the unit steward will be afforded time to review the OT Admin Equitability Report (or other electronic equivalent) 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.

(4) Signing Overtime Desired Lists: In the Pinellas Park 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

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will be considered when determining equitable issues for the remainder to the quarter as outlined in Article 8

(4) Copies of all invitations for bids will be sent to the President of the local Union.

(5) The router shall work his/her bid assignment as posted. A router may be temporarily moved from his/her bid assignment only in “unanticipated circumstances”, pursuant to the provisions of Article 41, Section 1.C.4 of the National Agreement.

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

(1) Bidding will continue to be on an installation wide seniority basis.

(2) When starting times are changed more than one hour, on a permanent basis, the route will be posted for bid at the option of the Regular Carrier.

(3) When a Letter Carrier’s route or full-time duty assignment, other than the Letter Carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of but not limited to, route adjustments, highways, housing projects, all routes and full-time duty assignments, at that unit, held by Letter Carriers who are junior to the Carriers whose routes or full-time duty assignments were abolished, shall be posted for bid in accordance with the posting procedures in this Article.

(4) Notice inviting bids shall remain posted for six (6) days.

(5) Notice inviting bids shall be posted on the official bulletin board in the Pinellas Park Post Office.

(6) Successful bidder to be notified of duty assignment by letter from the Postmaster or his designee.

(7) Upon selection by seniority of an available temporary duty assignment of five days duration or longer, the full-time Letter Carrier and part-time Letter Carrier shall assume the schedule of the assignment so selected. This will be accomplished using the Union supplied bid form. Request for temporary assignment shall be for the duration of the period the assignment is vacant.