

**U.S. POSTAL SERVICE**

**INDIAN ROCKS BEACH**

**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, Indian Rocks Beach

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

Letter Carriers will be granted reasonable wash-up time at the conclusion of AM duties. The time will be taken immediately prior to clocking out onto the street. Additional reasonable time will be granted in conjunction with a lunch break, where facilities are readily available, and immediately prior to ending tour.

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

- (1) All Full-Time and Part-Time Regular Letter Carriers will have a regular work week of five (5) days with rotating days off.
- (2) Exchange of days off in the same work week between Full-Time Regulars will be permitted on a temporary basis.
- (3) Exchange of days off in the same work week between Part-Time Regulars will be permitted on a temporary basis.
- (4) Exchange of days off between Full-Time Regulars and exchange of days off between Part-Time Regulars requires the approval of the Carriers involved and the immediate Supervisor, and the Shop Steward (or Union Official). PS Form 3189 must be submitted no later than the Tuesday prior to the work week involved and the Carriers must work their bid assignments.

### **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 suspension of operations under emergency conditions will be declared by the Postmaster or Supervisor 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.
- (2) Management shall not require a letter carrier covered under this agreement to work in any area where a riot or bomb threat emergency condition has been determined.
- (3) The Indian Rocks Beach Post Office will conform to all orders by local (city and county), State and Federal Officials in regard to any emergency that may be an endangerment to life or limb of the letter carriers in the affected area.

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- (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.

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

- (1) The Leave Year begins with the first day of the first full pay period of the calendar year.
- (2) On November 10<sup>th</sup>, the sign-up period for the Choice Vacation period will begin.
- (3) No later than November 1<sup>st</sup>, a copy of the vacation pick list (a chart showing all employees' names by seniority and the available leave times) for the Choice Vacation period will be posted. The pick-list will permit a minimum selection 14% of employees for each week of the Choice Vacation period (rounded to the next higher number for any fraction over .5).
- (4) Each group of 14% of the Carriers will be allowed a maximum of three (3) employee works calendar days to make their selection. As each group of Carriers make their selection, three (3) work days will be allowed each successive group of Carriers, in order of seniority, to make their selection from available periods. For this agreement the relative standing of the City Carrier Assistants will be referred to as "seniority".
- (5) 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.
- (6) 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. It shall be the responsibility of Management to notify the absent employee.
- (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.

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

The Choice Vacation period shall be as follows: The Leave Year begins with the first day of the first full pay period of the calendar year and run through the leave year

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

All Annual Leave requests for the vacation planning process will start on Monday and end on Saturday, hereafter called a Leave Week.

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

A Letter Carrier may, at his/her option, request two selections during 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 as specified in Article 10, Section 3.D.1,2, and 3 of the National Agreement.

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

Jury Duty, Union Convention Leave, Sick Leave, and Military Leave will not be counted in the number allowed off during the vacation planning process.

### **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 and the exception listed below.
- (2) The pick-list will allow for a minimum of two (2) employees off for each week between the first week in May 15<sup>th</sup> through November 15<sup>th</sup> 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.

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- a. The Installation Head shall meet with the representative of the Union prior to the first day of submission for Choice Vacation Leave to determine the amount of Annual Leave accumulated by each Part-Time Flexible and City Carrier Assistant, to project the potential Annual Leave accrual during the appointment period of each CCA.
  - b. The Installation Head and Representative of the Union shall determine the projected eligibility dates that each CCA employee will have sufficient leave balance to take a single block of Annual Leave during the Choice Vacation Period consisting of units of either five (5) or ten (10) working days, the total not exceeding the ten (10) days addressed in Article 10.3. D.1.
  - c. The granting of previously approved Annual Leave is contingent upon the CCA having an adequate balance to support the approved request when the Annual Leave is used. In any case of previously approved Annual Leave request of a single selection consisting of the (10) working days in which the CCA does not have a sufficient Annual Leave balance available at the time the leave is to be taken, the CCA shall be granted a single selection of five (5) working days at their option within the previously approved ten (10) working day period provided they have a sufficient Annual Leave balance for the leave, at the time the leave is to be taken. The CCA leave cancellation policy shall be the same process as the career leave cancellation procedure.
- (4) 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 (1) approved copy of PS Form 3971. Request for choice period shall be submitted on PS Form 3971 in duplicate. One (1) copy retained by Management, one (1) copy returned to the employee.

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

A Notice will be posted no later than November 1<sup>st</sup> of 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 ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD.**

- (1) 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.
- (2) 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.
- (1) Upon the completion of this second-round selection period for Other Leave the break in service for the City Carrier Assistants will be counted against the available 14% for the remainder of “other” leave applications. In circumstances that a “slot” is held, and the break in service is impacted by conversion or separation, the leave slot will be made available throughout the year for “other” leave and its release will be communicated to the unit.
- (2) 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. Any Leave submitted after Monday/Tuesday preceding the work week will not be automatically denied and full consideration will be given.
  - d. Leave shall be granted on any given day for that day when replacements can be obtained without additional cost or impairment to the Service.
- (3) Application for leave will be accepted on the first come first serve basis. Where applications are received at the same time, they shall be decided by seniority, in the event the Postal Service Installation Head concludes that an approval of the requested leave is appropriate.
- (4) Leave will not be denied based on the speculation that overtime may be required, or Sick Leave may be used.
- (5) Leave on any given day shall be granted to any applicant if the percentage has not been reached and replacements are available, applications shall be stated in Item #3 above.

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- (6) Leave applications(s) will be acted on by the Employer no later than 3 working days after submission by the Carrier employee.
- (7) All advance commitments for granting Annual Leave must be honored except in serious emergency situations. Emergency as defined in the National Agreement.
- (8) A Carrier may cancel his/her Annual Leave request in any increment. When a full week of “Choice” Annual Leave is cancelled, that week will be posted on the office designated location for two (2) working days. Preference will be given in seniority order to the employee’s junior – to the employee cancelling the leave.

### **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>
- (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

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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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week in which the Holiday falls. The posting will be made prior to employees end tour.

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

All Carriers of this office shall be considered as one work section and the Overtime Desired List shall be by section.

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

Light Duty assignments will not exceed six (6) months in duration. There shall be no more than two (2) employees on Light Duty assignment at one time.

### **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 ADVERSLEY AFFECTED.**

Light Duty assignments will not displace any Regular Full-Time Carrier from his/her regular bid assignment.

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

The work assigned to an employee on Light Duty will be dictated by the restrictions as stated by the employee’s physician and the needs of the service. Employees, on Light Duty will be permitted to cross crafts when no work is available in their craft and their work in the other craft does not displace any Regular Full-Time employee from their normal job assignment. (see Article XIII, Section 4D).

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

The entire Installation will define the section.

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

That space which is in excess to the needs of the Postal Service, after filling space requirements for all Official Vehicles, will be on a space available, first come – first served 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 SCHEDULE IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.**

Jury Duty, Union Convention Leave, Sick Leave, and Military Leave will not be counted in the number allowed off during the vacation planning process.

### **ITEM #21 – THOSE OTHER ITEMS WHICH ARE SUBJECTED TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS 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 Carrier(s) shall be posted for bid in accordance with the posting procedures in Article 41.3.0.
- (2) 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.

### **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) The NALC Branch President shall be provided with a copy of all postings pertaining to the bidding on routes and announcements of successful bidders.

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- (5) Signing Overtime Desired Lists: In the Indian Rocks 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
- (6) The T-6 shall work their assignments as bid during the posting period, in proper sequence. If all five (5) routes are being served by the Full-Time Regular Assigned Carrier, the T-6 may be moved to a vacant assignment. Unanticipated circumstances as defined in Article 3.F of the National Agreement may require a temporary change in assignment.
- a. It is agreed that when the Regular Carrier for a tour is called or scheduled in to work his/her non-scheduled day, they “bump” the T/6.
  - b. The T/6 may, in turn, bump either a Reserve or City Carrier Assistance holding a temporary bid on a route in the T/6 swing, if one of the other routes on the T/6 swing is not open.
  - c. No bumping will be permitted if a route on the swing is “open”, in which case, the T/6 would be assigned to the “open” route. If there is more than one open route on the T/6 swing, the T/6 would have his/her choice. When bumping occurs, the junior person holding a temporary bid will be bumped. (The person bumped will be assigned to other vacancies or available work).
  - d. If a T/6 is called or scheduled in on his/her non-scheduled day; he/she would serve an “open” route or “temporary bid” route as indicated in (a) & (b) above.