

U.S. Postal Service/ NALC Branch 1477

St. Petersburg, Florida

**Local Memorandum of
Understanding 2016-2019**

The mutually agreed 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, St. Petersburg

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 work with toxic materials should be granted such time as is reasonable and necessary for washing up. This is to include the period-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.

All Full-Time assignments in the St. Petersburg, Florida Post Office will continue to have a regular workweek of five (5) days with rotating days off. Part-Time Regular Carriers shall have a five (5) day workweek with rotating days off.

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 decision for the curtailment or termination of Postal Operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the Installation Head.
- (2) Depending upon the severity of the emergency and what is allowed by local authorities, under such a situation, Postal Service telephones will be open for employees to call for information.
- (3) Carriers are expected to use responsible, intelligent discretion when confronted with emergency situations such as sever lightning storms, which might require independent action on the Carriers part.

ITEM #4 – FORMULATION 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 during the Choice Vacation period at any given time will not exceed fourteen (14%) percent as defined in Item # 9.1 (rounded to the next higher number for any fraction over .5)

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- (3) Before November 10th, a copy of the vacation pick-list (a chart showing all employees names by seniority and the available leave “slots”) 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.
- (7) 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, as defined in Item # 9.1
- (8) 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.
- (9) 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.
- (10) 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.
- (11) The 14% will include the City Carrier Assistant Break in Service. 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.

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- (12) The Union will notify Installation Head before November 10th the dates of the National and State Convention and the potential number of delegates from each delivery unit. The 14% Leave Calendar in those units will reserve the necessary number of “slots” for the Convention week. Once the delegates are chosen, unused reserved slots will be released for “Other” leave.
- (13) Military Leave will not be part of the 14% allowed for each week.
- (14) 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.

Choice Leave in the St. Petersburg Installation shall be the entire leave year as identified by percentages in Item #9.

ITEM #6 – THE DETERMINATION OF THE BEGINNING DAY OF ANY 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.

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

Carriers may, during the first round of selections in the “Choice” sign-up period as set forth in Item #4, elect to take Annual Leave in two periods not to exceed fifteen (15) days. That election shall be one choice.

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.
- (2) Attendance at Union Conventions shall be charged to the Choice Vacation period in the units that are impacted by the election of delegates as outlined in Item 4.12

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 in each work unit (with consideration to the prior bid cycle) as of November 1st will be permitted Annual Leave each week during the Choice Vacation Period. In applying the percentages and fraction of .50 and over will mean one (1) additional employee.
- (2) Attendance at Union Conventions shall be charged to the Choice Vacation period in the units that are impacted by the election of delegates as outlined in Item 4.12
- (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 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 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

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(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 EMPLOYEES.

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 EMPLOYEE OF THE BEGINNING OF THE NEW LEAVE YEAR.

No later than November 1st, Management shall post on the bulletin board of all work units, the beginning of the new leave year, which shall begin the first day of the first full pay period of the calendar year

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

- (1) The break in service for the City Carrier Assistants will be counted against the 14% for all leave. In circumstances that a “slot” is held, and the break in service is impacted by conversion or separation, the leave slot will be made available throughout the year for “other” leave and its release will be communicated to the unit.
- (2) Request for leave other than that mentioned in Item #4:
 - 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.

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- (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.

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

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
- (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-
- (5) scheduled day—by 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 non-scheduled day—by inverse seniority
- (7) 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.

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

The Overtime Desired List will be posted for each work unit identified by section as established in the St. Petersburg Post Office.

¹ When necessary to reach item #3 in the Holiday Pecking Order the City Carrier Assistants will be scheduled first as volunteers by seniority then non-volunteers by inverse seniority.

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

The number of Light Duty Assignments will be at least five (5) within the Carrier craft. The Work Assignments will be that as identified in Article 30, Item #17.

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

- (1) Carriers requesting a Temporary or Permanent Light Duty Assignment must make a written request to the Postmaster. Request must be supported by medical evidence. If the employee cannot be reassigned, the Postmaster shall notify the concerned party 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) 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 making work available for Light Duty. More than eight (8) hours of work for Full or Part-Time Carriers should be assigned to the Light Duty Assignments to prevent the excess use of overtime. Other provisions used to determine Light Duty Assignments shall be governed by Article XIII of the National Working Agreement, even if that assignment will not be within his/her normal scheduled working hours. If work is not available within his/her work unit, every effort will be made to reassign the employee to the work unit where work is available. If the request is for Permanent Light Duty Assignment and no work in the Carrier Craft will be consider as set forth in Article XIII.D.

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

- (1) It is agreed that Light Duty Assignments within St. Petersburg and its Stations and Branches for Letter Carriers may include duties, where qualified and capable based on their restrictions, involving but not limited to the following:
 - a. Assisting Routes by setting up mail, casing, flat assistance, UBBM.
 - b. Collection Management System Quality Control.
 - c. Delivery of Express Mail and Collection Mail, if within physical limitations.
 - d. Auxiliary Assistance, consistent with restrictions.
 - e. CFS Review Mail to include assistance with forwardable mail (parcel post-acct mail).

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f. Assist with Centralized Delivery Program.

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.

(1) It is agreed that the St. Petersburg Post Office and its Stations and Branches shall be known as an Installation. It is further agreed that each of the following shall be a separate section:

Carrier work units shall be identified for the Union’s Administrative purposes as:

<u>NAME</u>	<u>NALC PAY LOCATION</u>
Zone 1 Open Air Station	09
Zone 2 Northside Station	06
Zone 3 Gateway Station	07
Zone 4 Euclid Station	08
Zone 5 Midtown Station	01
Zone 6 St. Pete Beach Station	10
Zone 7 Gulfwinds Station	03
Zone 8 Madeira Beach Station	11
Zone 9 Crossroads Station	12
Zone 10 Crossroads Station	13
Zone 11 Gulfwinds Station	04
Zone 12 Midtown Station	4A
Zone 13 St. Pete Main Office	02
Zone 14 St. Pete Main Office	2A
Zone 15 Midtown Station	30
Zone 16 Northside Station	29

(2) The Union will be provided upon request, an updated list showing the assigned work location for each City Carrier Assistant in the Installation and the correct occupational code each is employed under.

ITEM # 19 – THE ASSIGNMENT OF EMPLOYEE PARKING SPACE.

NALC President will be permitted to park in a space available basis in a non-designated space in the Customer Parking Lot.

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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.

Leave request to attend Union Activities for elected delegates shall not be considered as a Choice Vacation request and will be limited to actual number of days required with time for travel allowed.

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

- (1) When starting times are changed more than one (1) hour, on a permanent basis, the route will be posted for bid at the option of the Regular Carrier.
- (2) When a Letter Carriers 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, highway, 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.
- (3) A delivery unit as applied to Article 41, Section 3.C shall be identified as the designated Zones within the St. Petersburg Post Office.
- (4) At the option of the local union, the carriers at each St. Petersburg facility will receive one 10-minute break period in the office (rather than two such 10-minute breaks on the street). Such break will be scheduled by the employer. Each January, the local Union will discuss the option of 1 office and 1 street break or 2 street breaks with the carriers in each facility. The carriers will determine by majority of the break schedule. The “facility” is defined as the station in the St. Petersburg Installation and may include multiple 5-digit delivery units.
- (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. 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 Assistant holding a temporary bid on a Route in the T-6 swing, if one of the other

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- 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.
- (6) 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 OT Admin Equitability Report (or other electronic equivalent) 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) City Carrier Assistant Choice and incidental leave requests as well as opting opportunities will be afforded in the units they are assigned according to Item # 18.
- (2) Available Opting opportunities will be posted in an office designated location. Eligible carriers (CCA’s with 60 calendar days on the roles from the date of appointment) may OPT in the 5-digit delivery unit assigned. Application for temporary bids days will be applied for by Tuesday prior to the service week for which the OPT is requested. Request for an OPT in a Holiday week must be submitted the Monday prior to the posting of the Holiday schedule. When possible temporary vacancies of five (5) days or more shall be posted at the office designated location for two (2) days and after the two (2) day period, shall be awarded to the senior applicant.
- (3) Bidding will continue to be on an installation wide seniority basis.

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- (4) Notice inviting bids shall remain posted for six (6) days.
- (5) All bid postings and bid award notices will be supplied to the NALC President for review.
- (6) Signing Overtime Desired Lists: In the St. Petersburg 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