

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

**Dunedin, 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, Dunedin

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

It is the position of the U.S. Postal Service that those employees in the Letter Carrier Craft that perform dirty work or work with toxic materials should be granted such time as is reasonable and necessary for washing up. This included 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 (5) DAYS WITH EITHER FIXED OR ROTATING DAYS OFF.**

- (1) The regular work week of five (5) days for all Regular City Letter Carriers will be on a rotating day off basis.
- (2) Part-Time Regulars shall be assigned to regular schedules of less than forty (40) hours in a service week, with rotating days off.

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

- (1) The Dunedin Post Office will conform to all orders by local (city and county), State and Federal Officials regarding 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) 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) When confronted with emergency situations, such as severe lightning storms, which might affect Carriers safety, Carriers are expected to use responsible, intelligent discretion to insure their safety.

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- (5) Carriers covered under this agreement are reminded to continue to call ERMS 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 November 1<sup>st</sup>.
- (2) The number of all Carriers on Annual Leave at any given time will not exceed fourteen (14%) percent (rounded to the next higher number for any fraction over .5) of Carriers available on rolls at the beginning of the selection period or Fourteen (14%) percent of the authorized complement, whichever is higher.
- (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 Chart will list the Carriers in the following order: Full-time regular, Part-Time Flexible, Part-time flexible and City Carrier Assistants in order of Seniority for each classification. For this agreement the relative standing of the City Carrier Assistants will be referred to as “seniority” throughout this agreement.
- (5) For selecting Annual Leave, the Carrier Craft will make their selections according to an office wide seniority list. There will be one single Choice Vacation Pick list for the city carrier craft however the total Annual Leave selections will meet the percentages of the entire Carrier Work Force as defined in Item # 4.2.
- (6) The pick list will permit selection of up to fourteen (14%) percent of employees for each week from the first Monday in February through November 30<sup>th</sup>.
- a. Each grouping of Carriers of the will be allowed a maximum of two (2) calendar days to make their selection. Two (2) calendar days will be allowed each successive group of Carriers, in order of seniority to make their selection from available periods.
  - b. Should any Carrier fail to make their selection during the allotted time, they must forfeit their right to select until all others have been afforded the opportunity to select. Conflict as to available period shall be decided by seniority.
- (7) Selection will be made by Carriers, submitting PS Form 3971 in duplicate to the Supervisor who will post the Carriers names in the spaces selected on the pick list.

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- (8) 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.
- (9) The percentages for prime-time leave will include Long-Term Sick Leave where it can be reasonably projected that employees are on extended Sick Leave. Leave shall not be denied on the speculation that Sick Leave or overtime might be required.
- (10) The 14% will include the City Carrier Assistant Break in Service for all breaks that occur between September 15<sup>th</sup> through May 15<sup>th</sup>. In situations with CCA's on multiple breaks only half of those breaks will be considered in the 14%. CCA Breaks that occur in a CCA holiday week will not be charged against the 14%. 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.
- (11) Military Leave will not be part of the 14% allowed for each week.
- (12) Leave to attend Union activities will be set forth in Item #20, Article 30 of the National Agreement.
- (13) All advance commitments for granting leave must be honored except in serious emergency Situations.
- (14) A Carrier may request to cancel his/her Choice Annual Leave in increment of full weeks (Monday thru Saturday) only. When this is done, and approved, the Supervisor of the delivery unit will post the available week(s) on the bulletin board for three (3) days. Carriers with seniority below that of the relinquishing Carrier shall have first choice to apply for that week(s), and this leave will not be considered that of the prime-time selections. All requests to cancel Annual Leave must be made no later than Monday in the week preceding the week the Leave is to be canceled.

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

Choice vacation period will be for the entire leave year beginning the day of the first full pay period of the calendar year.

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

Except for “other leave” set forth in Item #12, all Annual Leave for the Carriers first and second choices shall begin on Monday.

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

Letter Carriers, at their options, may request one (1) or two (2) selections during the Choice Vacation period in units of either five (5), ten (10), or fifteen (15) days, total not to exceed ten (10) or fifteen (15) days on the first choice, in accordance with leave earned annually.

### **ITEM #8 – WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO 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) Attendance at National or State Conventions will not be considered a Choice Vacation selection, but will be part of the percentage in Item #9.

### **ITEM #9 – DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD.**

(1) Fourteen (14%) percent of the Total Carrier Work Force in the delivery unit can be granted Annual Leave from the first Monday in February thru November 30<sup>th</sup>. The Carrier work force in the Dunedin Post Office, is agreed to include Full-time Regular, Part Time Flexible, Part Time Regular and City Carrier Assistants.

(2) The remainder of the Choice Vacation period (January and December) will be at twelve (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.

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- a. The Installation Head or designee 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 (10) working days, the total not exceeding the ten (10) days addressed in Article 10.3. D.
- 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 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 EMPLOYEE.**

The official notice of approval of Annual Leave for Choice period will be one approved copy of PS Form 3971. Request for choice period shall be submitted on PS Form 3971 in duplicate. One copy retained by Management. One 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 1<sup>st</sup>, Management shall post on the bulletin board of all work units, the beginning of the New Leave Year.

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

- (1) The break in service for the City Carrier Assistants will be counted against the 14% / 12% for all leave. No more than one (1) slot will be held in any week a CCA has a scheduled Break in Service for all breaks that occur between September 15<sup>th</sup> through May 15<sup>th</sup>. In situations with CCA's on multiple breaks only half of those breaks will be considered in the 14%. CCA Breaks that occur in a CCA holiday week will not be charged against the 14%. 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) After the first round of selections for Annual Leave, a second round will be allowed in increments of five (5), or ten (10), working days may be taken in two (2) periods. 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.
- (3) 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 Holiday weeks 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.
- (2) 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.
- (3) 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.
- (4) 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 A HOLIDAY.**

Management will select Letter Carriers to work on Holidays in the following order:

- (1) City carrier assistant employees
- (2) All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
- (3) 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.
- (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 employee's end tour.

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

- (1) The Postmaster will make every effort to employ Letter Carriers for Light Duty Assignments consistent with their limitations. Carriers requesting Light Duty Assignment must make written request to the Postmaster. Request must be supported by Medical evidence. If the employee cannot be re-assigned as set forth in Article XIII of the National Agreement, the Postmaster shall notify the concerned party and the Union as the reason for his/her inability to re-assign.
- (2) Time to evaluate the request and make assignments shall be completed within a reasonable time.



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### **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) Carriers requesting a Temporary or Permanent Light Duty Assignment must make a written request to the Postmaster, PRIOR to their reporting for such duty. Request must be supported by Medical evidence. If the employee cannot be reassigned, the Postmaster shall notify the concerned party, and the Union, as to the reason for his/her inability to reassign. Time to evaluate the request and make assignment 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 regularly assigned Carrier for the purpose of making work available for Light Duty. Other provision used to determine Light Duty Assignment shall be governed by Article XIII of the National Agreement, even if that assignment will not be within his/her normal scheduled working hours. If the Carrier Craft is not available, consideration to another craft will be considered as set forth in Article XIII.D.
- (3) A reasonable amount and type of instructions shall be provided when needed in 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.**

Light Duty Assignments shall be identified as the need arises pertaining to what the attending physician states the affected employee can do and what work is available in the office.

### **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 STATION.**

All Letter Carriers of this office shall be considered as a work unit.

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

- (1) The USPS shall provide as many spaces as possible within the fenced parking area.

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- (2) The employer will take reasonable steps, based on the specific needs of the individual location to safeguard employee security.
- (3) The NALC President will be permitted to park in a space available basis in a non-designated space in the Employee Parking Lot.

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

Leave requests to attend official Union activities shall not be considered as a choice vacation request and will be limited to actual number of days required with up to two days for travel allowed. Requests will be approved up to the 14% referred to in Paragraph 1 of Item #4. Approval of request which exceed the 14% may be granted when there is no additional cost or impairment to the service.

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

- (1) Safety and Health – Establish a Joint Labor/Management Safety Committee to be composed of four members, two (2) from Management and on (1) from each craft.
- (2) Labor/Management Committee Meetings – Labor Management meetings will be held during the third week of every accounting period. Minutes of the meeting will be taken. The Union is entitled to one representative of its own choosing, on the clock, at Labor Management Meetings. The total number of representatives of the Union shall be three (3). It is agreed that agenda items for discussion at the meetings shall be exchanged by the parties at least twenty-four (24) hours before scheduled meetings. Items not placed on the agenda shall be discussed only by mutual consent of the parties.
- (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.

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- (4) Signing Overtime Desired Lists: In the Dunedin 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.
- c. At that time the employee will be given 3 working days to make the selection and place their name on the appropriate list.
  - d. 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 quarter.
- (5) The T-6 (Utility Carriers) shall work their assignment as bid during the posting period, in proper sequence, except as follows
- a. When the regular Carrier on one of the T-6/Utility Carrier's route is called or scheduled in on their n/s day, the T-6/Utility Carrier will move to an open route within his/her swing.
  - b. If no open route exists, the T-6 will bump a reserve or PTF holding a temporary bid (the junior Carrier, if more than one) on one of the routes in his/her swing.
  - c. If there is no open route and no routes being served on the temporary hold-down within the T-6/Utility Carrier's swing of five (5) routes, the T-6 may be used outside his/her swing of five (5) routes.
  - e. remainder to the quarter as outlined in Article 8

### **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 by more than on (1) hour, on a permanent basis on a route or assignment, that route/assignment may be posted for bid at the option of the Carrier serving that route/assignment. This option will not affect any other route or assignment.
- (3) Notice inviting bids shall remain posted for Ten (10) days.
- (4) All bid postings and bid award notices will be supplied to the NALC President for review.
- (5) (Part O of Article 41, Section 3) – When a Letter Carrier route or Full-Time Duty Assignment, other than the Letter Carriers route(s) or Full-Time Duty

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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 Assignment at that unit held by Letter Carriers who are junior to the Carrier(s) whose route(s) or Full-Time Duty Assignment(s) was/were abolished shall be posted for bid in accordance with the posting procedure in the Article.