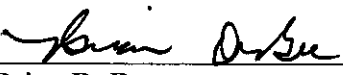
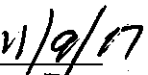
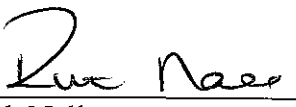
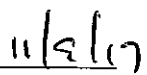


# Local Memorandum of Understanding Clewiston, FL

National Association of Letter Carriers  
Branch 1690

and

United States Postal Service  
Clewiston, FL

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|  |  |  |  |
| _____<br>Brian DeBee<br>President, NALC Branch 1690                                 | Date  | _____<br>Ruth Nall<br>USPS Postmaster  | Date  |

**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 who performs dirty work or work with toxic materials should be granted such time as is reasonable and necessary for washing up. This includes 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.

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

All regular assignment letter route carriers, T-6 Carrier Technicians, Leave Replacements, Unassigned Regulars and Reserve Regulars will be on a six (6) day rotating schedule. In the event that a regular carrier assigned will have a rotating schedule.

It will be Management's responsibility to cover this route as appropriate on the non-scheduled day.

Collection, Parcel Post and Route Carriers may be on a fixed schedule with Saturday off.

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

The word "emergency" shall be defined in this Memorandum of Understanding as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of recurring nature.

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 who will give due consideration to the safety and welfare of employees, such emergency conditions may be discussed with Union representatives at their request.

Depending upon the severity of the emergency, Postal Service and National Hotline will be open for employees to call for information. In the case of employees who encounter emergency conditions while in the performance of their duties, they will contact their supervisor for instructions. If communications fail, employees who fear for their personal safety and the security of the mails may make the decision to return to their duty station for instructions.

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

It is agreed that employees and CCAs of this installation wish to abide by the terms of the National Agreement with regard to Annual Leave Planning, with the exception of the following implementations and/or additions.

In order to advise applicants in sufficient time for preplanning, it is necessary that employees and CCAs make written application for the periods of their choice leave not later than January 15<sup>th</sup> of the leave year.

Unit supervisor shall post the approved schedules on carrier bulletin boards no later than February 1st of the leave year but earlier, if possible.

PS Form 3971 shall be submitted in duplicate. The official notice of choice period, a copy of PS Form 3971, will be returned to the employee no later than February 1st of the leave year.

PS Form 3971 shall be completed by the employee and submitted in accordance with the F-21 and F-22.

For vacation leave purposes, all letter carriers and CCAs shall be assigned for a specific unit. A specific unit shall be defined as the following units for the Clewiston facility 33440

Upon formation of a new delivery unit, that unit will be added to the above listing.

Should any new routes (combination such as parcel post and collections, and/or delivery route and collection) be instituted, for leave purposes, the route shall be assigned to a specific unit.

Employees and CCAs may carry their seniority choice selection of annual leave with them when they are assigned from one unit to another, either voluntarily or involuntarily.

Any application for extended annual leave period will be given every consideration as long as it does not result in denying the rights of others and none will be considered until after Forms 3971 have been posted. Application is to be made to the Postmaster in letter form.

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

The seniority choice vacation period is designated as February 1st through September 15<sup>th</sup> for the Letter Carrier Craft.

**ITEM #6 THE DETERMINATION OF THE BEGINING DAY OF AN EMPLOYEES CHOICE VACATION PERIOD**

Letter carriers and CCAs choice vacation leave periods shall begin on Monday and end on Sunday.

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

During the choice vacation period letter carriers, at their option may request either; one selection in units of 10 or 15 days or; two selections in units of 5 or 10 days in accordance with the amount of leave earned annually as described in Article 10 Section 3.D of the National Agreement. CCAs may also make annual leave selections, provided that they will have sufficient leave at the time that the leave is taken.

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

An employee or CCA who is called to jury duty during his/her scheduled choice annual leave period, or who attends a National, Regional, or State Convention (Assembly) during the choice annual leave period is eligible for another available period provided this does not deprive any other employee of the first choice for his/her scheduled annual leave.

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

At least fourteen (14) percent of the regularly assigned letter carriers and CCAs in each delivery unit will be granted vacation leave, said fourteen (14) percent to include jury duty, military leave and extended sick leave. In applying the fourteen (14) percent requirement, any fraction of .50 or more will mean one (1) additional leave allotment. The purpose of this limitation is to guard against jeopardizing movement of the mails and related service needs. Any increase in release of employees or CCAs over and above this agreed figure will be the responsibility of the unit supervisor who must be guided by mail volume and other service factors.

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

The unit supervisor shall return a copy of PS Form 3971 with the approved period annotated on the form and the supervisors initials indicating approval. A current, updated leave calendar shall be maintained of official bulletin boards. Management will be responsible for maintaining an accurate leave calendar.

**ITEM #11 DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR**

No later than November 1<sup>st</sup> of each year, management will notify all carrier craft employees and CCAs through the general orders of the beginning date of the new leave year. The general orders with this information will be read to all employees and CCAs at each respective work location.

**ITEM #12 THE PROCEDURES FOR SUBMISSION OF APPLICATION FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD**

Excluding December, letter carriers may be granted annual leave. Request for previously unscheduled annual leave must be submitted by the employee to his/her supervisor on Form 3971 no sooner than 45 days in advance and no later than the Tuesday prior to the service week in which annual leave is desired. This leave will be granted on a first come, first serve basis. In the event more than one employee submits his/her leave application on the same date, seniority will govern. Every consideration will be given to the request with operational needs determining whether the leave will be approved or denied within 72 hours of the request. City Carrier Assistants, (CCAs), may apply for incidental leave as follows:

CCAs may submit a request for incidental leave for any available slot or slots not filled by regular carriers in their unit during the choice vacation period. A CCA may submit a request for incidental leave up to 10% of all CCAs – but no more than available slots except for Sundays.

CCAs request for Incidental Leave on Sundays, will be as follows, at least 6% of CCAs may submit a request for incidental annual leave on Sundays throughout the choice vacation period. Approval/disapproval is subject to the employees leave balance.

**ITEM #13 THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY**

The method of selecting employees to work on a holiday is as follows:

1<sup>st</sup> Selection – Casuals even if overtime is necessary.

2<sup>nd</sup> Selection - Part-time flexibles, even if overtime is necessary.

3<sup>rd</sup> Selection – Full-time and Part-time regulars who have volunteered to work on a holiday; selection of volunteers for each holiday shall be made on the basis of seniority from amongst those who volunteer.

4<sup>th</sup> Selection – CCAs even if overtime is necessary.

5<sup>th</sup> Selection – Full-time and Part-time regulars who have not volunteered to work on the holiday and whose holiday it is not; such employees shall be selected on a juniority basis.

6<sup>th</sup> Selection – Full-time and Part-time regulars who have not volunteered to work on the holiday and whose holiday it is; such employees shall be selected on juniority basis.

**ITEM # 14 WHETHER "OVERTIME DESIRE" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR**

Overtime records shall be maintained and posted in a visible location on the work room floor at each installation on a continuing basis and made available for review in each station. Overtime shall be scheduled in accordance with Article 8, Section 5, of the National Agreement between the parties.

If an employee is not available to sign the Overtime Desired List two (2) weeks prior to posting, due to Military Leave, Annual Leave, extended sick leave, etc., he/she may request a supervisor to add his/her name to the list with three (3) work days upon his/her return to duty. If an employee transfers from one delivery unit to another delivery unit, it will be the responsibility of the employee to notify the supervisor that he/she is on the Overtime Desired List upon his/her arrival at the new delivery unit. The employee will sign the Overtime Desired List.

The Delivery Units are categorized as follows: 33440

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

There shall be no set number of light duty assignments reserved for permanent or temporary assignments. Management will consult with the Union when it becomes necessary to establish light duty assignments.

**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**

Light duty assignments will be administered in accordance with Article 13 of the National Agreement.

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

The identification of assignments that are to be considered light duty shall be determined by management and will be assignments which the ill or injured employee, as determined by a medical doctor, is physically able to perform provided it does not adversely affect the work force.

**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 SECTION**

A section shall be defined as zip code, 33440 for Clewiston, for the purpose of reassigning excess employees.

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

The Postmaster will designate parking spaces available for employee parking. Parking in these spaces will be on a first come first served basis.

**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**

An employee who attends a National, Regional, or State Convention (Assembly) during the choice vacation period is eligible for another available period provided this does not deprive any other employee for the first choice for his/her scheduled annual leave.

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

Those assignments which are vacant for five (5) days or more and known by management at least seven (7) days in advance will be advertised for opt in a conspicuous place no later than Tuesday of the week preceding scheduling day of Wednesday of the succeeding week.

Reserve unassigned, part-time flexible and CCA letter carriers may exercise their preference for those assignments vacant for five (5) days or more by filling out a specific form designated by Management and Union.

The advertisement will remain posted until 1600 hours on Friday of the posting week.

Assignments will be awarded in order of seniority. Successful applicants will remain in the assignment for the duration of the vacancy. In the event a PTF or CCA is a successful bidder and during the vacant period there is no identifiable assignment for reserve letter carrier, Management reserves the right to move the PTF or CCA to other duties and allow the reserve letter carrier to serve that assignment for that day only.

**ITEM #22 LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING**

The carrier routes will not be posted for bid where there is a change of one hour or more in starting time except at the incumbent's request. If automated bidding is not available bids may be opened and reviewed in the presence of an officer of NALC Branch 1690 on his own time.

The language in Article 41, Section 3.0 of the National Agreement will be used.