

LOCAL MEMORANDUM OF UNDERSTANDING

**JUPITER POST OFFICE
SOUTH FLORIDA DISTRICT**

AND

NALC BRANCH 1690

This Memorandum of Understanding is entered into at Jupiter, Florida, between the Representative of the United States Postal Service and the designated agent of the National Association of Letter Carriers, AFL-CIO (hereinafter, referred to as Branch 1690) pursuant to the Local Implementation provision of the 2016-2019 National Agreement. The Memorandum of Understanding constitutes the agreement on matters relating to local conditions of employment and is in effect for the duration of the 2016-2019 National Agreement.

Brian DeBee 10/6/17
Date
Brian DeBee
President, NALC Branch 1690

Brian Coulton 10/6/17
Date
Brian Coulton
Postmaster

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

Full-time letter carriers shall work five days each week with rotating days off, with the exception of full-time flexibles. Collections, Parcel Post and Express carriers may be on fixed schedules with Saturday or Mondays off.

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

The determination to require curtailment or termination of postal operations to conform to local authorities or as conditions warrant because of emergency conditions shall be made by the installation head who will give due consideration to the safety and welfare of the employees. **The USPS National Employee Emergency Hot Line - 888-363-7462- will be utilized to keep employees informed of emergency conditions.** The local union representative shall be available for consultation to the installation head or designee as soon as practicable to designate a contact person.

Employees involved in actual emergency situations will take immediate action to protect themselves and the mails. Under such circumstances management will be advised as soon as possible. If communications fail employees who fear for their 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

Management shall meet with local union representatives as soon after November 1 as practical to discuss the beginning and ending dates of the period for making selections during the choice vacation period.

A leave calendar shall be available to the carrier workforce, by zone, by seniority. Each carrier and/or CCA will have 24 hours to make their selections for the choice period. If they fail to

respond within the 24 hours they will be passed over. Passed over carriers will be allowed to make their selection, by seniority, after the junior carrier has made his/her selection(s).

Each carrier and/or CCA will indicate their choice by submitting a PS Form 3971, **Request for or Notification of Absence**, completed in triplicate, to the zone supervisor for approval or disapproval, as per the percent off.

Carriers and/or CCAs who become ill while on annual leave during the choice period may be allowed to have another selection during the choice period, if an opening is available.

For vacation leave purpose, all letter carriers and CCAs shall be assigned to a specific delivery unit. The following are identified as units:

33458 33477 33478 33469

Employees may carry their seniority choice selection of annual leave with them when they are assigned from one unit to another, either voluntarily or involuntarily. Upon formulation of a new delivery unit, that unit will be added to the above listing.

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

Any application for extended annual leave 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 the "Annual Leave Calendar" has been posted. Application to the Postmaster must be in letter form.

No carrier shall be called in to work while on annual leave, except in emergencies.

Military leave will not count as part of a carrier's selections for the choice period.

ITEM #5 THE DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period will begin in second full week of February through the last full week of November, including November 30th which may require a few days into December to complete the week including November 30th.

ITEM #6 THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACATION PERIOD

Letter carriers and/or 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 and provided that they will have enough leave at the time that the leave is taken, 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 annual leave earned annually as described in Article 10, Section 3.D of the National Agreement. CCAs may request and be granted leave provided that they will have enough at the time that the leave is taken.

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

Letter carrier or CCA on jury duty during the choice vacation period shall be eligible for another available period within the choice period.

Carriers attending NALC National or State Conventions will be limited to two delegates for the Jupiter/Tequesta installation with one delegate being considered as part of the quota of carriers off during the choice vacation period, and one delegate not being considered a part of the choice vacation period quota.

The Union shall notify the Postmaster prior to the selection period for choice vacations of the dates of National and State Conventions. These dates shall be blocked for delegates to attend these activities.

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

At least 14% of the regularly assigned letter carriers and CCAs in each delivery unit will be granted vacation leave. In applying the 14% requirement, any fraction of .50 or more will mean 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 over and above this agreed upon 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 CHOICE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

The unit supervisor shall return a copy of PS Form 3971 with the approved period of time signed by the unit supervisor **no later than December 24th**. A current, updated leave calendar shall be maintained on 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 1st of each year, management will notify all letter carrier craft employees via a service talk at each work location and postings in conspicuous areas (e.g., NALC bulletin boards, time clocks, etc.) of the beginning date of the new leave year.

The beginning dates for the leave year will start on the Saturday of the first full pay period of the new calendar year.

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

Often an employee may request a single day's leave. In this instance, every effort shall be made to approve this request for leave. Application for this leave shall be handed directly to the employee's immediate supervisor **no later than the Monday preceding the service week in which the leave is requested, and not earlier than 90 days prior to the requested time in which annual leave is desired**. PS Form 3971 is to be completed by the employee and submitted in triplicate. An initialed copy of the request is to be returned immediately to the employee for his retention.

14% of all letter carriers will be granted incidental annual leave.

The month of December is excluded under this item heading.

Management further agrees that, based on operational needs, they may consider incidental leave requests in excess of the negotiated incidental leave percentage.

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

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

1. Casual employees even if overtime is necessary.

- 2- Part-time flexible employees, even if overtime is necessary.
- 3- Full-time and part-time regulars who have volunteered to work on the holiday or designated holiday; selection of the volunteers for each holiday shall be made on the basis of seniority from among those who volunteer.
- 4- All full-time and part-time regular employees who have volunteered to work on their non-scheduled day by seniority
- 5- City Carriers Assistants (CCAs).
- 6- Full-time and Part-time regulars who have not volunteered to work on their non-scheduled day by juniority.
- 7 - Full-time and Part-time regulars who have not volunteered to work on the holiday or designated holiday by juniority

ITEM #14 WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE VIII SHALL BE BY SECTION AND/OR TOUR

"Overtime Desired" lists shall be maintained separately for each building.

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

The number of light duty assignments within the carrier craft to be reserved for temporary or permanent light duty assignments shall be agreed upon between the Union and Employer as the need arises, for the assignment of ill or injured employees, until employee is released by doctor for regular assigned duty.

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

When a request for light duty is received, supported by medical evidence, the installation head or his/her designee and the Local NALC President or his/her designee will meet to determine the light duty assignment available. After such determination, work which has been identified as light duty will be assigned to the carrier who has submitted the request for light duty.

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

The identification of assignments that are to be considered light duty shall be defined as any available work 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.

Identification of Light Duty Assignments shall be within current station(s) or branch(s), may include but not be limited to:

- 1) Assisting routes by setting up mail
- 2) Marking up forwardable mail
- 3) Relabeling carrier cases
- 4) Rewriting carrier route books
- 5) Coverage of suitable collection routes
- 6) Labeling inside of apartment boxes or NDCBU's
- 7) Training new employees when, in fact, training is done at the station level by a craft employee
- 8) Answering phones, running express mail, handling customer service walk-ins
- 9) Listing F.O.E.'s by route - update 3982

**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 the Jupiter Post Office.

ITEM #19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

This office will abide by the recommendation of the National Study on Parking with regard to the recommendations for parking programs for new facilities. If any space becomes available the installation head or designee will designate on a first come, first serve basis.

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

Leave to attend Union activities requested prior to the determination of the choice vacation schedule will not be a part of the total choice vacation period. This will be limited to one delegate for Jupiter. "Upon notification of a Union activity or seminar, the Union will immediately advise management of dates and duration. If the Leave quota is not met, the leave will be granted."

A delegate who attends National or State conventions or seminars 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 #21 THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

Those assignment which are vacant for five (5) days or more, and known by management at least seven (7) days in advance will be advertised for opting in a conspicuous place. The advertisement will remain posted from Monday of the proceeding week until 1600 hours on Monday of posting week.

Reserved, unassigned and part-time flexible, 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.

Assignments will be awarded in order of seniority. Successful bidders will remain in the assignment for the duration of the vacancy.

For the purpose of administering Section 2 B4 of Article 41, the following are identified as units:

Zone 33458
Zone 33477
Zone 33478
Zone 33469

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

No assignment properly held by a carrier will be reported for bid by reason of change in starting time exceeding one (1) hour except at the incumbent's request.

A copy of all posted notices affecting the letter carrier craft shall be furnished to the President or his/her designee.

In the event letter carrier routes or positions in a delivery unit are to be abolished, the following sequence shall be applied for the purpose of abolishing said letter carrier assignments in the aforementioned unit:

1. Auxiliary assignments
2. Vacant assignments
3. Other assignment by inverse seniority

If management, anticipates the abolishment of any assignment, the President of Branch 1690 shall be notified and given all information and reason of the action.

Delivery Unit shall be defined as a zone. Zone 33458, zone 33477, zone 33478, zone 33469.

Seniority Roster

A roster listing all carriers in order of seniority in this installation shall be updated for posting once every six (6) months. A copy of this roster shall be sent to the Branch 1690 President.

Bidding

If automated is not available, letter carriers applying for an assignment shall submit a sealed Form 1717 (bid) in the appropriate bid box of the installation during the period for which the notice is posted.

In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating his preference in the following manner:

First Choice _____
Second Choice _____
Third Choice _____
Fourth Choice _____
Fifth Choice _____

The Senior applicant for a vacant assignment shall be placed in the new assignment within fifteen (15) calendar days of the closing of bids, unless on leave, except that during the month of December, he/she shall be placed in the new assignment on the first work day of the first complete pay period in January.

Seniority rights for the purpose of bidding vacant carrier craft assignments will prevail throughout the entire delivery area of the Jupiter Post Office.

The local designated union agent may be present at the opening of bids and the determination of the successful bidder on his own time.

A Full-time regular carrier called into work on a non-scheduled day will be assigned where needed, and will not bump the T-6 scheduled to work the route that day.

When a letter carrier 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(s) who are junior to the carrier(s) whose route(s) or full-time duty assignments(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.

OTHER PROVISIONS NOT COVERED IN THE 22 ITEMS OF ARTICLE 30, SECTION B

SAFETY AND HEALTH

In installations of one hundred (100) or more employees, a joint Labor Management Safety and Health Committee shall be established as provided for in Article 14 of the National Agreement. The President of Local NALC Branch 1690, or his/her designee, who are designated agents of the National Association of Letter Carriers, shall be a member.

Such meetings shall be held once a quarter. The meetings will not commence until a quorum is present. Attendance will be on a no loss, no gain basis. Both parties shall endorse and actively support the rules and regulation for promotion of safety and health. Consideration will be given to request for special meetings due to unusual circumstances.

Carriers will not be required to drive an unsafe vehicle, in accordance with Article 14, Section 2, of the National Agreement. All operational facilities and equipment used by Letter Carriers shall be maintained in a clean and operational condition.

Management will conduct safety talks, with employee involvement, for all carriers, one each week. A letter carrier's safety should always be of prime concern. He/she will not be required to enter any unsafe area which might result in bodily harm.

Letter carriers may cross lawns while making deliveries, if customers do not object, and there are no particular hazards to the carrier.

LABOR-MANAGEMENT MEETING

Management will meet with the designated agents of the National Association of Letter Carriers in Labor Management Meetings in accordance with the National Agreement on the following schedule:

1. Such meetings will be held at the Unions request.

2. The Union shall be entitled to three (3) members, one of which will be on official time on a no gain, no loss basis.
3. Agenda items shall be exchanged at least forty-eight (48) hours prior to the meeting. Minutes May be kept by both parties and initialed for verification. If Christmas meetings are agreed to at the National level as being necessary, such meeting will be held in addition to the agreed upon Labor Management Meeting.
4. Pending items not yet resolved will be the first order of business