

Local Memorandum of Understanding Okeechobee, FL

National Association of Letter Carriers
Branch 1690

and

United States Postal Service
Okeechobee, FL

Brian Debee 11/28/17
Brian Debee Date
President, NALC Branch 1690

Gabriel Rojas 11/28/2017
Gabriel Rojas Date
USPS Postmaster

ITEM #1 ADDITIONAL OR LONGER WASH-UP PERIODS

Reasonable wash-up time will be granted for those carriers who perform dirty work or work with toxic materials.

ITEM #2 DAYS OFF SCHEDULE

All Letter Carriers, in the Okeechobee, Florida Post Office, shall be on a rotating days off schedule, with the work week running from Saturday through Friday.

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 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 the employee in making this determination. When a decision has been made to curtail postal operations, to the greatest extent possible, management will utilize the USPS National Hotline for employees to receive information depending on the severity of the emergency situation and what is allowed by local authorities.

ITEM #4 FORMULATION OF LOCAL LEAVE PROGRAM

A. In order to advise applicants in sufficient time for pre-planning, it is necessary that employees and CCAs begin making written application for the period of their choice leave not later than Nov. 1 preceding the leave year. Every employee and CCA shall have up to but not more than 48 hours to make his/her selection.

B. For vacation leave purposes, all letter carriers and CCAs shall be assigned to a specific unit. A specific unit shall be defined as the Okeechobee facility. Should any new routes (combination routes such as parcel post and collection be instituted, for leave purposes, that route shall be assigned to a specific unit.

C. Unit supervisors shall post the approved leave schedule on the carrier bulletin board no later than the second Monday of January of that leave year.

D. Annual leave, other than choice selections, shall be granted on a first come, first serve basis.

E. Any application for extended annual leave will be given every consideration as long as it does not result in denying the rights of others. This application will be made in writing to the Postmaster.

F. Any employee and/or CCA who has not applied for annual leave in excess of allowed carry over hours by August 15, of the leave year, will have annual leave assigned to them.

ITEM #5 THE DURATION OF THE CHOICE VACATION PERIOD

The choice annual leave period shall be from the second Monday in January through November 30.

ITEM #6 THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES 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 FIVE (5) OR TEN (10) DAYS

Two (2) selections may be requested during the choice period, however, the total number of days shall not exceed ten (10) or fifteen (15) days as specified in the National Agreement. CCAs may also make selections, based on their relative standing, provided that they will have sufficient leave accumulated to take the leave at the time that it is taken.

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

A. Employees or CCAs on jury duty during the choice vacation period shall not have their absences charged to the choice vacation period.

B. Attendance of union representatives at National or State Conventions shall not be charged to the choice vacation period provided the number of such union representatives is furnished to the employer not later than March 1 of each calendar year. Proof of convention attendance must be submitted.

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

A. At least two letter carriers, including CCAs, will be granted annual leave during the months of May, June, July and August. The rest of the year during the choice vacation period at least twelve (12) percent of the letter carriers and CCAs will be granted annual leave during the choice period.

B. In applying the twelve (12) percent requirement, any fraction of .50 or more, will mean one (1) additional annual 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

Upon approval or disapproval of the employee's and/or CCAs vacation request, Form 3971 or other designated forms, shall be given by hand to the employee, or by alternated method of delivery if employee is not available. Forms 3971 must be returned to employees no later than January 1, and will be used on all tours. 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

Each year by October 1, management will post on all official bulletin boards, a notice showing the beginning date of the new leave year.

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

Applications for leave, other than vacation selection as provided in Items 5 and 7, may be submitted at any time of the year. Granting of annual leave pursuant to the above will be on a first come first serve basis. A properly completed PS Form 3971 will be approved or disapproved within 72 hours of the request contingent upon the completed request is handed to the supervisor.

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

The management shall determine the number and category of employees needed for holiday work and for days designated as individual employee's holidays, and shall schedule employees by the following priorities:

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; shall be made on the basis of seniority from amongst those who volunteer.
4. CCA employees even if overtime is necessary.
5. 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 juniority basis.
6. 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 a juniority basis.

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

The Overtime Desired List (ODL) shall encompass the entire Okeechobee Facility.

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 may be a light duty assignment in the carrier craft in the Okeechobee Post Office. Management will, with input from the injured employee and NALC representative, review the need and availability for establishing light duty assignments at such time as it is deemed necessary.

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

A light duty assignment must not be established which would "bump" an employee from a regular bid position.

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

Each request for light duty will be considered on its merits in accordance with pertinent provisions of the National Agreement. Maximum effort must be made to assign an employee who is recovering from an illness or injury to duties which he can perform, with due consideration given to the nature of the illness or injury and the availability of such duties. A doctor's certificate specifying the limitations on the duties an employee may perform must be one of the guidelines in placing the employee on a light duty assignment.

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

City delivery routes will be defined as a specific unit of the Okeechobee Installation.

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

Annual leave to attend union activities requested prior to the determination of the choice vacation schedule will not be a part of the total vacation period.

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

A. All notices for bid will be posted not longer than ten (10) days.

B. Notices pertaining to the Letter Carrier Craft shall be posted installation wide.

C. Article 41.30 of the national agreement will be incorporated into this LMOU

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, highway, housing projects, all routes and full-time duty assignments at that unit held by Letter Carriers who are junior to the Carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.

D. Full-time reserve letter carriers and unassigned full-time letter carriers whose duty assignment has been eliminated, may exercise their preference by use of their seniority for available craft duty assignments of anticipated duration of five (5) days or more.

E. Part-time flexible letter carriers and CCAs may exercise their preference by use of their seniority for vacation scheduling and for available full-time craft duty assignments of anticipated duration of five (5) days or more.

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

A. Opting Procedure

Within two days of the schedule being posted, any Leave Replacement, Reserve Letter Carrier, PTF or CCA desiring to, will submit, to the Unit supervisor, on PS Form 13, a written indication opting on the desired vacancy.

B. Posting

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

C. A Letter Carrier shall have the option of having his/her route posted for bid, when the total possible deliveries are changed in excess of fifty (50) percent.

D. The successful bidder shall work the duty assignment as posted. In the event a T-6/Utility Carrier is requested to work on his/her non-scheduled work day, he/she will normally be used to perform carrier work in his/her string. During the month of December, if no work is available for the T-6/Utility in his/her string, he/she will be used to perform other carrier work.

T-6/Utility Carrier will have seniority over a Leave Replacement working in his/her string, when displaced by the regular carrier, in the group. However, if the T-6/Utility Carrier volunteers to work another assignment, or an emergency condition exists, as defined elsewhere in this agreement, and after conferring with the Shop Steward, the supervisor will make an effort to assign the regular carrier to his/her own route.

E. A copy of all posted notices, affecting the Letter Carrier Craft, shall be furnished to the designated agent of the National Association of Letter Carriers.