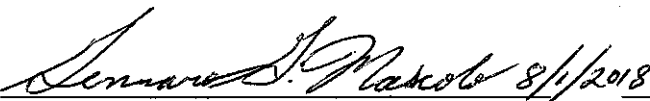
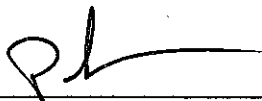


# Local Memorandum of Understanding Stuart, FL

National Association of Letter Carriers  
Branch 1690

and

United States Postal Service  
Stuart, FL

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| Gennaro Mascolo   | Peter Karambellas  |
| President, NALC Branch 1690   | USPS Postmaster  |
| 8/1/2018  | 9/19/18  |
| Date  | 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 that perform 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**

Regular letter carriers in the Stuart Post Office will be granted a non-scheduled work day on a rotating basis.

**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 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 district manager. When a decision has been reached to curtail postal operations, to the greatest extent possible, management will notify and seek the cooperation of local radio and television stations to inform employees. Depending upon the severity of the emergency situation and what is allowed by local authorities under such a situation, Postal Service hotline will be open for employees to call for information. 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. Whenever possible, the installation head or his designee shall meet with the local union representative to discuss such factors as:

- A) The degree of emergency as stated by and acted upon by responsible governmental authorities.
- B) The degree of unsafe conditions resulting from such emergency as it relates to employees performing their duties.

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

- A) No later than November 20<sup>th</sup>, the delivery supervisor will place a large leave calendar on a vacation bulletin board. Beginning December 1<sup>st</sup>, the ten (10) senior carriers will be allowed three (3) working days to put their names in their choice selection(s), initialing each selection. By the end of the third day they shall submit PS Form 3971, in triplicate, to their supervisor with their selection(s) for choice vacation annotated on the form. The supervisor will initial and date the "notified" block of the Form 3971 and immediately return the triplicate copy of the carrier as proof that his/her request has been received within the three (3) day period.

- B) The selection opportunity will then pass to the next ten (10) senior carriers, and so on down the line following the above procedures until all carriers have selected, including City Carrier Assistants.
- C) In the event a carrier or CCA does not make his/her choice within the three (3) day period, he/she will forfeit choice and may not make a choice until the most junior carrier has made his/her choice during this period.
- D) After the carriers and CCAs have made their choice selections, the ten (10) senior carriers will then be allowed one (1) working day to request any additional desired leave in one week increments. Such leave shall be awarded by seniority. The selection opportunity will then pass to the next ten (10) senior carriers and so on down the line until all carriers, including CCAs, have selected.
- E) Turning back leave:

Any leave being turned back must be done by use of PS Form 3971 in triplicate with a copy to the NALC and such notification must be given at least ten days in advance of the beginning of the week in which leave had been approved. All leave being turned back will be posted for a period of three (3) working days and awarded to the senior applicant. Employees who were previously denied leave due to the compliment being off must resubmit their request during this period. The requirement that such leave be reposted shall be waived if there are still available slots during the time in question. Any weeks originally selected as a "choice" vacation selection being turned back may only be turned back in one week increments unless at least one vacant slot remains for that week. All other incidental leave may be turned back in partial increments provided the ten day requirement is met.

- F) Other extended leave such as extended sick leave, leave without pay, military leave, maternity leave, will not count as part of a carrier's selection for the choice vacation period, nor will it count against the Branch's quota for the choice vacation period, provided that the employee notify the employer at least two (2) weeks in advance of the time at which such leave is to begin. In cases when the carrier either fails or is unable to submit the request two (2) weeks in advance and the request extends beyond two (2) weeks, the first two (2) weeks will be treated as part of the notification period.
- G) No applications for leave will be accepted during the month of December until after completion of the first and second rounds.
- H) All applications for all other incidental leave may be submitted during normal tour of duty at any time after the first and second rounds are completed but must be submitted prior to the posting of the schedule for that week. Such leave shall be awarded on a first come first served basis. Any leave requests received after the schedule has been posted may be approved at management's discretion.

- I) Prior to making vacation selection management will meet with union representatives by November 15<sup>th</sup> of each year to formulate plans for vacation selections concerning the carrier annex and the main office.
- K) ODL Employees on annual leave may work their non-scheduled day provided written notice is given prior to the beginning of annual leave. Employees may not volunteer to work on a day approved for annual leave as such leave may not be turned back on an as needed basis.
- L) Any carrier who had been approved for annual leave for an individual day shall be considered approved for after casing (case and go) if he/she elects to come in and case his/her route provided that notification is given to management prior to posting of the schedule.

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

The duration of the choice vacation period will be that period beginning the first full week in January and ending the last Sunday in November plus the last full week in December.

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

Monday will be the beginning day of an employee's vacation period.

**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**

During the choice vacation period letter carriers, at their option, may request either one selection in units of five (5) days or ten (10) or fifteen (15) days, or two selections in units of five (5) or ten (10) days. The total of these selections are not to exceed ten (10) or fifteen (15) days in accordance with the amount of leave earned annually as described in Article X. Section 3.D of the National Agreement. CCAs will be permitted to request, and be approved for, annual leave, provided that such employee has sufficient leave to cover the request 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.**

- A) Jury Duty.....Employees on jury duty during the choice annual vacation period shall not have their absences charged to the choice vacation period.
- B) Attendance at National or State Conventions..... Attendance of two (2) union representatives at national, regional or state conventions shall not be charged to the

choice vacation period provided the names of the two official delegates to these conventions are furnished to the employer not later than March 1 of each calendar year.

- C) Union representatives attending National Conventions for a full week shall be charged to the compliment allowed off and blocked out on the leave calendar, not to exceed negotiated compliment percentages.

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

A) The number of employees including CCAs allowed leave each week during the choice vacation period shall vary according to the following schedule:

5% during the month of January

6% during the month of February.

9% from the 1<sup>st</sup> Sunday in March through the 1<sup>st</sup> Sunday after Easter.

10% from the 1<sup>st</sup> Sunday after Easter through the third Sunday in May.

15% from the 3<sup>rd</sup> Sunday in May through the 2<sup>nd</sup> Sunday in September.

9% from the 2<sup>nd</sup> Sunday in September through the last Sunday in October.

7% from the last Sunday in October through the last Sunday in November.

5% the last week in December

B) The number of employees and CCAs allowed leave during the choice vacation period will be computed using the total number of authorized carrier complement including CCAs (rounded up from point five (.5) in the Stuart Post Office and any annex, branch, station or associate office, with the Stuart Post Office as the main office. Those CCAs on their 5-day break between appointments, will be included in the allowable 14% on leave.

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

Official notice to each employee of the vacation schedule approved for him/her shall be via PS Form 3971. Employees shall prepare these forms in triplicate. Management will date and sign the "notified" block of the 3971 and return the triplicate copy to the employee immediately. The supervisor will return the duplicate copy with the approved vacation marked for him/her within three (3) working days after the employee's allotted choosing time has expired.

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

The employer and the union agree to follow the National Agreement under Article 10, section 4A which states "The Employer shall, no later than November 1, publicize on bulletin boards and by other appropriate means the beginning date of the new leave year, which shall begin with 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 THE CHOICE VACATION PERIOD**

A) Carriers and CCAs requesting annual leave outside the choice vacation period for five (5) working days or more may submit form 3971 in triplicate at any time prior to the posting of the schedule for that week. Requests received after the schedule has been posted may be approved *at* management's discretion. Management will reply, indicating approval within two working days following submission of form 3971. Applications for leave must be submitted during the employee's regularly scheduled tour (hours) and time dated. In the event that more than one request is submitted at the same time, such leave shall be awarded by seniority/relative standing.

B) For periods of four (4) working days or less, carriers including CCAs may submit form 3971 any time prior to the posting of the schedule for that week. Requests received after the schedule has been posted may be approved at management's discretion. Management will reply, indicating approval within two working days following submissions of form 3971. Applications for leave must be submitted during the employee's regularly scheduled tour (hours) and time dated. In the event that more than one request is submitted at the same time, such leave shall be awarded by seniority.

C) The form 3971 shall be submitted by hand to the supervisor of delivery or his equivalent. The supervisor will be required to affix the date and time to form 3971 when the request for leave is received. The earliest dated request shall be honored in chronological order when sufficient replacements are not available to honor all requests. Failure to reply within the time limits specified above automatically entails approval of the leave requested.

D) In an emergency situation, refer to ELM emergency leave.

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

As many regulars as can be spared will be excused from duty on a holiday or day designated as their holiday.

Management shall determine the number and category of employees needed for holiday work and for days designated as individual employees holiday and shall schedule employees with the needed skills by the following priorities:

- 1) Casuals even if overtime is necessary.
- 2) PTF's even if overtime is necessary.
- 3) Volunteer regulars in order of seniority, who would be eligible for holiday pay.
- 4) CCAs even if overtime is necessary.
- 5) Volunteer regulars in order of seniority, who would be eligible for overtime pay.
- 6) Non-volunteer regulars in inverse seniority order, on overtime pay.
- 7) Non-volunteer regulars in inverse seniority order, on holiday pay.

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

Overtime desired list will be maintained by sections. A section is the work area which is divided as: Main Office, Stuart and any carrier annex.

**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 union and management recognize it is difficult to determine the number of light duty assignments in the craft. It is agreed by the parties that whenever a request for light duty is received management will provide available work consistent with the medical limitations of the affected employees.

The following duties within the letter carrier craft may be designated as light duty but not limited to:

- 1) Casing and routing mail
- 2) Delivering mounted routes
- 3) Collection schedules
- 4) Delivering special deliveries previously performed by the carrier craft.
- 5) Other duties consistent with the carriers medical restrictions.
- 6) Labeling carrier cases.
- 7) Correcting or rewriting carriers route book.
- 8) Performing routine station duties such as batching and traying mail.
- 9) Labeling collection boxes.
- 10) Duties previously performed by those on compensation which are within the medical limitation of the employee provided there are no employees receiving compensation (limited duty) who would be performing those specific duties.

**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**

Management will respond as quickly as possible to a light duty request to minimize the inconvenience of the employee. A light duty assignment will not be established which would adversely affect an employee in a regular position. When the installation head receives a request for light duty, the Union shall be notified and be allowed to comment A light duty hearing shall be held as soon as practicable to determine the type of work available.

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

The following duties of a letter carrier are considered light duty within the letter carrier craft but not limited to:

- 1) Casing and routing letter carrier routes.
- 2) Assisting carriers in the office.
- 3) Delivering mounted routes.
- 4) Collection routes or schedules.
- 5) Delivering special deliveries if the carriers have previously been assigned these duties.
- 6) Other duties in the carrier craft which are within the medical limitations of the employee.
- 7) Labeling carrier cases.
- 8) Correcting or rewriting carrier's route book.
- 9) Performing routine station duties such as batching and traying mail.
- 10) Duties previously performed by those on compensation which are within the medical limitation of the employee provided there are no employees receiving compensation (limited duty) who would be performing those specific duties.

**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**

Follow the National Agreement, Article 12.

The entire Stuart delivery area will comprise one section.

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

The parking and maneuvering area portion of postal property, in excess of that required for postal vehicles, including rural carriers and park and loop or other rental vehicles, may be used by employees of this post office on a first come, first serve basis. This does not include the customer parking area at the front of the post office building which may not be used by employees for parking purposes while at work.

**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**

Leave to attend Union activities requested prior to determination of choice vacation schedule shall not be considered part of choice vacation plan. This shall be limited to one carrier not to be counted against the compliment and if operationally feasible, others will be allowed annual leave subject to negotiated percentages.



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

- 1) The Union and Management will meet each September to discuss which routes in the main post office and carrier annex will be declared seasonal and the duration of the seasonal period.
- 2) The Union and Management will discuss on the criteria to be used for determining seasonal routes.

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

**1) Seniority**

a) When an employee is required to leave his/her assigned unit, main office, carrier annex due to insufficient work in the unit, the employee who will be required to leave will be the junior among the class of employees involved installation wide (PTFs, Reserve Regulars, and unassigned regulars.) Seniority will be a guide in returning employees to their assigned unit when they have exceeded from the unit.

b) Management will post a notice on an installation wide basis advising all letter carriers who are entitled to bid for available craft duty assignments of anticipated duration of five (5) days or more when it becomes known to permit eligible employees to exercise their bidding rights to be assigned the vacancy for the duration. Notice of such assignment will remain posted until the next work schedule is prepared. The employee shall submit a USPS/NALC Designated Form requesting the assignment. Seniority will be the rule and guide in determining who will be assigned to the vacancy.

c) Vacation schedule will serve as a posted notice for bidding on vacation assignments.

d) When a full time regular carrier is called in to work on a non-scheduled day, he/she may work their own assignment only if the T-6 moves off the string voluntarily. However, in accordance with the National Agreement a T-6 may be moved off of the assigned route at any time to another vacant route on his/her string.

**2) Reassignments**

Reassignments will be done in accordance with Article XII of the National Agreement.

**3) Posting**

a) A copy of all posted notices primarily affecting the letter carrier craft shall be furnished to the designated agent of the NALC.

b) Overtime hours worked and opportunities offered will be posted on a weekly basis and updated quarterly.

c) When automated bidding is not used all bid forms 1767 (Bid assignments) shall be in a sealed envelope. There will be no names on the outside of the envelope. Sealed bid envelope will then be placed in locked bid box.

d) The local designated agent of the Union shall be given the opportunity to be present at the opening of the bids and determination of the successful bidder.

e) The Union desires to incorporate Article XLI, Section 3.0 in all delivery units which reads:  
"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 routes or full time duty assignment(s) was abolished shall be posted for bid in accordance with posting procedures in the article."

f) The Stuart Installation is considered a delivery unit.