### Local Memorandum of Understanding Jensen Beach, FL

National Association of Letter Carriers Branch 1690

and

United States Postal Service Jensen Beach, FL

Gennaro Mascolo

President, NALC Branch 1690

Jen Leone USPS Postmaster/OIC

### ITEM #1 ADDITIONAL OR LONGER WASH-UP PERIODS

Installation heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

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

Regular workforce employees shall work five days each week with rotating days 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 installation head or his Designee will curtail or discontinue service where there is reasonable knowledge that said service will be hazardous to the health and safety of any employee. The authority for the above will be on advice of officials e.g. (Civil Defense, Police, Weather Bureau and Armed Forces.) A USPS hotline number will be available for employees to call for information.

#### 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 February 15<sup>th</sup> 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 or CCA no later than February 15<sup>th</sup> of the leave year.

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

The seniority choice vacation period is designated as February 15<sup>th</sup> through the 30<sup>th</sup> of November for the Letter Carrier Craft.

### ITEM #6 THE DETERMINATION OF THE BEGININIG 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 5 TO 10 DAYS

During the choice vacation period letter carriers, at their option, may request <u>either</u>: 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 X, Section 3.D of the National Agreement. CCAs may also make annual leave selections, provided that they will have sufficient annual 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

A total of fourteen (14) percent of the letter carrier and CCA workforce will be granted annual leave for the choice period selections. Fractions of .50 or more will be rounded to the next highest whole number. This 14% includes Military leave, Union leave for conventions, and the following provisions: Any employee or CCA on extended sick leave, continuation of pay, light duty, worker's compensation or leave without pay will not be counted in the 14% of carriers and CCAs who may be on leave. If it is definitely known at the time of placing the leave proposal for the year, that carrier will not be available because of extended sick leave, he must be included in the allowable 14% on leave. However, in order that the carrier on extended sick leave be included in the 14%, a definite time for his/her return must be specified, after which he/she will not be counted in the 14% on leave. 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

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 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

A notice will be posted on or about January 1<sup>st</sup> notifying employees of the beginning of the new choice vacation period and the methods of selection.

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

- (A) All incidental leave requests will be submitted on a Form 3971 in duplicate to the immediate supervisor.
- (B) Incidental leave requests will be submitted no earlier than one hundred twenty (120) days in advance of the date(s) requested. Exceptions will be considered (i.e. weddings, airline tickets).
- (C) Management will make every reasonable effort to grant approval in a timely manner.
- (D) 14% of the carriers and CCAs will be granted incidental leave (excluding December). The 14% will include military leave, court leave, extended sick leave and LWOP.

### 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 – Casual employees, even if overtime is necessary.

2<sup>nd</sup> Selection - Part-time flexible employees, 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 for each holiday shall be made on the basis of seniority from amongst those who volunteer.

4th Selection - CCA employees 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 DESIRED" LISTS IN ARTICLE VIII SHALL BE BY SECTION AND/OR TOUR

Overtime desired list to be posted.

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 within three (3) working days upon his/her return to duty.

# 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 determined by the installation head who shall consult with the union, as the need arises, for the assignment of ill or injured employees, until the employee is released by the 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 will consult with the union to determine the light duty assignment available. At that time, 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, within the limitations prescribed by his physician, is physically able to perform.

# 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 a delivery unit throughout the Jensen Beach Post Office.

### 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 serve 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 is called to Jury Duty during his scheduled choice annual leave period, or 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.

Unassigned regulars, part-time flexibles 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.

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

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

#### **Postings**

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.

The letter carrier shall have the option of having his route posted when the total possible deliveries are changed in excess of fifty percent (50%).

A copy of all posted notices affecting the letter carrier craft shall be furnished to the Branch President of the National Association of Letter Carriers.

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

The language of Article 41.3.0 of the National Agreement is part of this local agreement. 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 procedure in Article 41.3.0.

#### Seniority Roster

A roster listing all carriers in order or 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 bidding 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. The local designated union agent may be present at the opening of bids and the determination of the successful bidder on his own time.

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

First Choice_		-	
Second Choice		-	
Third Choice	 ٠.		•
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 shall be placed in the new assignment on the first workday at 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 Jensen Beach Post Office.

## Pational Association of Letter Carriers

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April 26th, 2021

This is to notify you that pursuant to the provisions of Article 30 of the National Agreement, Branch 1690 wishes to extend the current Local Memorandum of Understanding through the term of the 2019-2023 National Agreement which ends May 23<sup>rd</sup>, 2023. If you agree to this extension, please sign at the bottom, and send back to my office. Please also make a copy for your records. This letter will be placed as the last page in the LMOU. Thank you.

Melissa Potawsky

Melissa Potawsky Postmaster Jensen Beach

Jeffrey Wagner President Br 1690