

Local Memorandum of Understanding Palm Beach, FL

National Association of Letter Carriers
Branch 1690

and

United States Postal Service
Palm Beach, FL

Brian DeBee 10/27/17
Brian DeBee Date
President, NALC Branch 1690

Patricia Copeland Johnson 10/27/17
Patricia Copeland Johnson Date
USPS Postmaster

ITEM #1 ADDITIONAL OR LONGER WASH-UP PERIODS

Carriers will be granted reasonable time for wash up prior to the commencing of street duties and the termination of p.m. duties. (Item 1)

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

All regular carriers will be on a rotating work schedule.

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.

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.

When a decision has been reached to curtail or terminate postal operations, to the greatest extent possible.

Contact will be done through the hot line number.

Depending on the severity of the emergency, Postal Service telephones 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

A. 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.

B. The choice vacation selection chart, locally developed form, will be circulated on the 2nd Wed. of January, thus giving employees 1 full month to prepare to make their selections. Employees and/or CCAs who will not be here on the 2nd Wednesday of January shall give a copy of their choices to the supervisor and/or shop steward prior to the 2nd Wednesday of January on the locally developed form. This form will be administered by the steward in that employees seniority rotation.

C. PS Form 3971 shall be submitted in duplicate to the supervisor upon completion of the choice vacation selections on the designated day. Approved 3971's will be returned to the employees on or before 1/28.

D. For leave purposes, all letter carriers and CCAs shall be assigned for a specific unit. Unit shall be defined as:

Palm Beach Post Office

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

E. For leave purposes, any new regular combination routes (i.e.; Parcel Post, Relay & Collections) will be assigned to a specific unit.

F. Employees and CCAs may carry their choice vacation selection of annual leave with them when reassigned to another unit.

G. Any application for extended annual leave period will be only considered as long as it does not result in denying the right of others. None will be considered until after all first choice picks are complete.

ITEM #5 THE DURATION OF THE CHOICE VACATION PERIODS

The duration of choice vacation period shall be as follows:

3rd full week in Feb. through the last full week in Nov.

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

Letter carriers, including CCAs, choice vacation leave periods shall begin on Monday and end on Sunday. Vacations will commence on Mondays and end on Sundays to avoid overlap of absence; i.e., employees departing prior to the return of others. However, employees may commence their vacation on any day their services can be spared, determination to be made by the immediate supervisor.

ITEM #7 WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE TO TEN 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 X. Section 3.D of the National Agreement. CCAs may request and be granted annual leave selections provided that they will have sufficient annual leave to cover the absence 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.

Jury duty and attendance at National or State Conventions shall be charged to the choice vacation period for vacationing planning. However, an employee or CCA who is called to jury duty during his/her scheduled choice annual leave period, or who attends at national, regional or state conventions (assembly) during the choice annual leave period is eligible for another available period provided this does not deprive any other employee of their first choice of scheduled annual leave.

Additionally, when an employee's or CCA's choice annual leave period is interrupted by illness, additional annual leave during choice time may be granted.

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

The maximum number of employees and/or CCAs who shall receive leave each week during the choice vacation period shall be as follows:

- Period (A) 3rd full week of February April 1st = 8%
- Period (B) April 2nd October 31st = 14%
- Period (C) November 1st Last full week of November = 8%

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

No later than January 28th of the leave year, unit supervisor shall return approved PS Form 3971 to the employees and CCAs and at the same time post the approved vacation schedule. A current, updated leave calendar shall be maintained on official bulletin boards. Management will be responsible for maintaining an accurate leave calendar.



LMOU SETTLEMENT

1/21/2022

Installation/Office	Union Case ID	Grievance Number
Palm Beach, FL	UIITEM 9	21262634

The union withdraws this grievance without prejudice to their position.

Jeanne Rosas
Manager, Labor Relations

1-23-2022
Date

Bob Covino
NALC LBA

1-23-2022
Date

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 the general bulletin board in the Palm Beach Post Office no later than the 1st of December.

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

Incidental leave during the choice vacation period shall be granted to the percentages provided for in Item 9, provided that the employee or CCA applies for such leave not less than 7 days, nor more than 90 days, before the leave is to begin. Requests for leave must be submitted by the employee or CCA to his/her zone supervisor on Form 3971. 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. The leave will be approved or denied within 48 hours of the request.

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:

1st Selection – CCAs and Casual employees, even if overtime is necessary.

2nd Selection - Part-time flexibles, even if overtime is necessary.

3rd 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.

4th Selection – CCAs even if overtime is necessary.

5th 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.

6th 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 8 SHALL BE BY SECTION AND/OR TOUR

The "sections" are categorized as follows:

Palm Beach Post Office

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

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

Determination of Light duty assignments: It is agreed that light duty assignments be determined on an individual basis by a committee of one member of NALC, one clerk, and one supervisor; that the light duty assignment be tailored to fit the limitations of the disabled, and recommendations be made to the Postmaster as each individual problem arises.

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 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.

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

It is agreed that the Palm Beach Post Office shall be known as an installation. Upon formation of a new delivery unit, that unit will be added to the above listing.

ITEM #19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

The Postmaster will designate parking spaces if 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 exceed or increase the 8 or 14% nor 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 full time assignments which are vacant for five (5) days or more and known by management at least seven (7) days in advance other than previously listed on the choice vacation schedule will be advertised for opt in a conspicuous place from the close of business Monday through the close of business Friday of the week preceding the posting of the schedule in which the vacancy falls.

Reserve unassigned regulars, part-time flexible and CCA letter carriers may exercise their preference for those assignments in that unit by filling out a specific form designated by management.

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 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 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

A. 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.

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

C. Seniority Roster

An updated roster listing all carriers in order of seniority in this installation shall be posted semi-annually on January 1 and July 1. A copy of this roster shall be sent to the Branch 1690 President.

D. Bidding

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

E. 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 _____

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

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

H. In the event a regular assigned carrier is requested to work on his non scheduled work day, he shall normally be assigned to work his own route.

A utility carrier who works on his non work day shall normally be used to perform in his string of five routes, except during the month of December. If no work is available to the utility carrier in his string, he shall be used to perform other carrier work.

J. Article 41, Section 3.0 will be incorporated into this LMOU.