

# Local Memorandum of Understanding Vero Beach, FL

National Association of Letter Carriers  
Branch 1690

and

United States Postal Service  
Vero Beach, FL

  
Gennaro Mascolo  
President, NALC Branch 1690

8/27/18  
Date

 OIC  
Brian Frazier  
USPS Postmaster

10/25/18  
Date

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

Article VIII, Section 9, provides reasonable wash-up time for a Letter Carrier who performs dirty work. It is the position of the U.S. Postal Service that any Letter Carrier should be granted such time as is reasonable and necessary for washing up after performing dirty work or incident to personal need, as currently established.

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

Scheduled non-work days for all full-time city delivery carriers shall be on a rotating cycle.

**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 Installation Head. 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 TV 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 telephones 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. The Installation Head or his designee shall meet with local Union representatives 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****Annual Leave**

The Vero Beach Leave Program will be administered by delivery units as defined below:

- |             |                 |
|-------------|-----------------|
| 32960/62/63 | Main Office     |
| 32966/68    | Citrus Ridge    |
| 32967       | Downtown Office |

In the event any ZIP Code moves from one facility to another, then administration will be defined by the new facilities, after agreement with the NALC.

**ITEM #5 THE DURATION OF THE CHOICE VACATION PERIOD(S)**

The choice vacation period for letter carriers (including City Carrier Assistants – CCAs) in the Vero Beach Post Office shall be January 1 through December 31.

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

Choice vacation periods shall be set up on a weekly basis and 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**

Letter Carriers, at their option, may request one (1) or two (2) selections during the choice vacation period in units of either five (5) or ten (10) or fifteen (15) days on the first choice, in accordance with leave carried annually. The total leave approved cannot exceed the number of days authorized in Article 10, Section 3-D. CCAs may also make selections by seniority/relative standing, provided that they will have the annual leave on the books 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.**

(1) Jury duty shall not be charged to this choice period.

(2) Annual leave to attend Union Conventions and Union Activities (i.e. legislative rallies, training seminars, district business meetings, etc.) Two (2) employees shall not be charged to the choice period, not to exceed three (3) times a calendar year.

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

(1) The maximum number of employees including CCAs, but excluding Holiday Term CCAs who shall receive leave each week during the choice vacation period shall be 16% except in the month of December. The maximum number for the month of December shall be 8% for choice vacation.

(a) This applies only to full weeks which the carrier selected during the selection process for the choice vacation selections.

(2) In applying the 16% requirement, any fraction over .50 will mean one additional employee.

(3) Military Leave shall not be charged to the 16%.

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

(1) Requests for First Choice Vacation period annual leave shall be submitted in duplicate on Form 3971 within two working days of receipt during November preceding the leave year. Second choice vacation period annual leave shall be submitted in duplicate on Form 3971 within two work days of receipt prior to December 15<sup>th</sup> preceding the leave year.

(2) The duplicate copy shall be signed and returned to the employee or CCA, notifying him or her of the vacation schedule approval or disapproval.

(3) In the event a Letter Carrier or CCA forfeits his or her first or second choice of choice vacation time, the supervisor will offer, by seniority, the next carrier or CCA who was previously denied the choice vacation for the forfeited time in question, by previously submitted Form 3971 of the choice vacation period. If the choice vacation period remains unfilled, the supervisor shall advertise it for five (5) days with a notice on the Official Bulletin Board. Carriers or CCAs within the unit preferring the vacant period to their own approved choice period selection shall submit written application for said vacant period and shall be governed on a seniority/relative standing basis. If no requests are submitted within the five day period, then that choice time will be opened to leave.

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

(1) Choice vacation period leave shall be posted no later than December 10<sup>th</sup> every year, except that second choice selections shall be posted during the last week of December.

(2) Choice period selections ONLY shall be entered on the "Leave Chart" in Red. This schedule, chart, or calendar must remain posted on the Official Bulletin Board.

(3) No later than November 1<sup>st</sup> of each year, Management will, in all its installations, notify all craft employees, through the General Orders, of 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**

(1) Unscheduled or incidental leave is that leave requested by Letter Carriers or CCAs, any time throughout the year, other than the Choice Vacation Period selections.

(2) Requests for unscheduled or incidental leave shall be submitted in triplicate, on Form 3971. Upon receipt, the supervisor shall sign, date and return the triplicate to the carrier or CCA.

(3) A minimum of 15% of the carriers including CCAs, but excluding Holiday Term CCAs in each delivery unit shall be granted Incidental or Unscheduled Leave at any time throughout the year, except the month of December.

(4) Unscheduled or incidental leave shall be granted on a first come, first served basis. Date and time clock rings will be the determining factor.

(5) Requests for unscheduled or incidental leave may be submitted in triplicate on Form 3971, when the choice vacation process is finished and posted, but no later than by Wednesday noon of the week prior of the leave being requested. Said leave shall be approved or denied within forty-eight (48) hours. A copy of Form 3971 shall be returned to the carrier or CCA. Approval or denial will be given within twenty-four hours of any leave request submitted thirty (30) days or less of the service week.

(6) If the employer fails to act on a 3971 within the time prescribed in this agreement, said request shall be automatically granted.

(7) Unscheduled or incidental leave requests shall be entered in blue or black ink on the calendar or chart as they are approved.

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

(1) Casuals/Part-time flexibles.

(2) Full-time regulars who volunteer to work on their holiday or rescheduled holiday by seniority.

(3) CCA's.

(4) Full-time regulars who volunteer to work on their non-scheduled day by seniority.

(5) Full-time regulars who did not volunteer on what would otherwise be their non-scheduled day - by inverse seniority.

(6) All other non-volunteer regulars - by inverse seniority.

If, after posting period, a need develops for additional or replacement employees, employees shall be selected according to same order as above.

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

Overtime Desired Lists shall be by delivery units. The delivery units are defined as follows:

32960/68 Carrier Annex

32962 Tropic Branch

32963 Beach

32966 Citrus Ridge

32967 Main Office

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

Assignment of ill or injured regular work force employees light duty assignments:

(1) The employer, after receiving a written request for temporary light duty assignment from the employee, shall provide a light duty assignment, if qualified for such assignment as outlined in Article 13 of the National Agreement.

**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**

The parties agree that no full-time regular, part-time regular, or part-time flexible carrier will be adversely affected in order to assign an ill or injured employee to light duty.

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

(1) Within the carrier craft, light duty assignments will include, but not be limited to the following:

A) Labeling cases.

B) Updating 3982's.

C) Updating order books.

D) Updating edit books.

E) Collections

F) Express Mail.

G) Gassing vehicles and assisting VOMA.

H) Performing services on routes which the ill or injured employee may be able to perform within medical restrictions.

I) Normal carrier duties which the ill or injured employee may be able to perform within medical limitation.

J) Answering the telephone at any designated office.

**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**

Sections are defined as follows:

32960/68	Carrier Annex
32962	Tropic Branch
32963	Beach
32966	Citrus Ridge Branch
32967	Main Office

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

The parties agree that after the space requirements for postal vehicles, supervisor vehicles and rural carrier vehicles have been utilized, the remaining spaces will be used on a first come, first served basis. This will accommodate all craft employees as they report to 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**

(1) Annual leave to attend Union conventions and Union activities (i.e. legislative rallies, training seminars, district business meetings, etc.) shall not be charged to the choice period, not to exceed three (3) times a calendar year.

(2) At least four (4) Letter Carrier Delegates shall be granted Annual Leave to attend Union conventions and Union activities even if it exceeds the 16 percent requirement.

**ITEM #21 THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT (ARTICLE 41, SECTIONS 1.A.3, 1.A.5, 1.B.2, 1.B.3, 1.C.4, 3.0)**

Representation

1. Joint Labor/Management Committee Meetings contemplated in Article 17, Section 5 of the Agreement, will be held quarterly.
2. Agenda items for discussion will be furnished by the employer not less than three (3) working days in advance of each scheduled meeting.
3. Two (2) copies of the minutes of these meetings will be furnished to the Local.
4. Carrier craft representatives at these joint meetings will be limited to three (3) persons.

**ITEM #22 LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING****(1) Definition of a Section:**

32960/68	Carrier Annex
32962	Tropic Branch
32963	Beach
32966	Citrus Ridge Branch
32967	Main Office

**(2) Posting**

- A. Bidding shall be on an installation-wide basis for full time vacant assignments and will be restricted to full-time carriers of the Vero Beach Post Office with seniority as the determining factor.
- B. The notice inviting bids for Letter Carrier Craft assignments shall remain posted for ten (10) calendar days.
- C. In instances where several assignments are posted simultaneously, each full-time carrier may bid for as many assignments as are posted, stating his preference in the following manner:

First Choice _____	Third Choice _____	Fifth Choice _____
Second Choice _____	Fourth Choice _____	Etc.

- D. In the event the automated system is not working, Letter Carriers applying for an assignment shall make a sealed bid in writing to the installation head during the period for which the notice is posted.
- E. The local designated union representative will be present at the opening of the bid box to verify bids.



- F. During the month of December, the successful bidder for a new assignment shall be placed in his or her new assignment on the first workday of the first full pay period in January.
- G. A copy of all posted notices affecting the Letter Carrier Craft shall be furnished to the Branch President or his/her designee.
- H. Any full-time carrier assignment will be posted for bid when there is a change of More than one (1) hour in starting time, if the regular assigned carrier so elects.
- I. A tentative PTF/CCA schedule will be posted by Wednesday of the preceding week (Tuesday preceding a holiday week).
- J. When a letter carrier route or full-time 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 this 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 the Article.
- K. A full-time regular carrier called into work on a non-scheduled day shall work his or her full-time duty assignment provided there is a vacant route on the string to which the Carrier Technician carrier may be assigned. Otherwise the carrier working on a non-scheduled day will be assigned where needed. The T-6 should have a choice when there is more than one route open on his or her swing. Except in unanticipated circumstances, Carrier Technicians will be scheduled to work their route in the regular rotation.
- L. PTF and CCA carriers will be assigned to delivery units, but may be moved between units for the needs of the service.
- M. A part-time flexible employee or CCA who becomes a full time regular employee during the quarter may sign the overtime desired list/work assignment list within 1 week after he/she becomes regular.
- N. All temporary vacant full-time city carriers craft duty assignments of anticipated duration of five (5) days or more will be posted near the time clock for five (5) workdays in advance of the period of absence when sufficient advance notice of the vacancy is provided to management.
- O. Management will post the impending vacancy of 5 days or more no later than 12 days prior to the date of the anticipated vacancy, provided management has sufficient advance notice.
- P. Eligible letter carriers may make written application for temporary vacant

assignments. Cut off time for acceptance of application shall be noon on the Tuesday preceding the first workday of the assignment. Day clock rings will be the determining factor.

- Q. When temporary vacancies of five (5) days or more become available with less than twelve (12) days advance notice, the posting shall be made as soon as possible.
- R. When there is 24 hours or less advance notice, the vacancy will be covered by management assignment for the first five (5) workdays, or until the second Saturday. This will permit eligible employees to make written application in accordance with Item "O" for any remaining period of five (5) days or more.
- S. The senior eligible employee having applied for the temporary vacancy will be awarded the assignment and will be verbally notified no later than the end of his/her tour of duty on the Tuesday preceding the date of the vacancy. In cases where Tuesday is a holiday or scheduled day off, it will be the close of business Wednesday.
- T. The Letter Carrier selected shall work the temporary vacant duty assignment for its duration, and will assume the hours and scheduled off days of the temporary assignment.
- U. A carrier occupying a hold down on a temporary vacant duty assignment may terminate the assignment by becoming a successful bidder on a full-time position. The temporary duty position may not be prematurely terminated by management by assigning a bid to a part-time flexible/CCA or unassigned regular carrier. This includes any carrier who is on a hold down of a temporary vacancy of a Level 6 position pursuant to Article 25 of the National Agreement.
- V. A carrier may voluntarily request to terminate a temporary hold down if the Carrier is awarded an assignment as a result of a residual vacancy. The award shall not count as a bid as defined in Article 12, Section 3A.

# National Association of Letter Carriers

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April 26<sup>th</sup>, 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.

Robert ~~Deane~~ **Deane**  
Postmaster (OIC) Vero Beach

Jeffrey Wagner  
President Br 1690