


**LOCAL MEMORANDUM OF UNDERSTANDING**

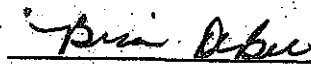
**WEST PALM BEACH POST OFFICE  
SOUTH FLORIDA DISTRICT**

**AND**

**NALC BRANCH 1690**

This Memorandum of Understanding is entered into at West Palm Beach, Florida, between the representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers, AFL-CIO (hereinafter referred to as Branch 1690) pursuant to the Local Implementation provision of the 2016 - 2019 National Agreement. This Memorandum of Understanding constitutes the agreement on matters relating to local conditions of employment and is in effect for the duration of the 2016 - 2019 National Agreement.

*Signing for*  
  
Robert Weiser  
Postmaster  
11/13/17  
Date

  
Brian DeBee  
President, NALC  
11/13/17  
Date  
Branch 1690

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

It is the position of the US Postal Service that those employees in the letter carrier craft who 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**

All regular assignment letter route carriers, T-6 Carrier Technicians, Leave Replacements, Unassigned Regulars and Reserve Regulars will be on a 6 day rotating schedule. In the event that a regular route is established in the scope of Delivery and Collection, the regular carrier assigned will have a rotating schedule.

It will be Management's responsibility to cover this route as appropriate on the non-scheduled day.

Collection, Parcel Post, and Route Carriers may be on a fixed schedule with Saturday off.

## **ITEM 3 - GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE 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 a 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. Wherever possible, the Installation Head or 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 government authorities, such as civil authorities and state highway police.
- b. The degree of unsafe conditions resulting from such emergency as it relates to employees performing their duties.
- c. The consideration of all known request by local city & county, state and federal officials in regard to any emergency that may be endangerment to life of limb of the people in the affected area!

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.

The USPS National Employee Emergency Hot Line – 888-363-7462 – will be utilized to keep employees informed of emergency conditions.

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**

It is agreed that employees (including Non-Career City Carrier Assistants) of this installation wish to abide by the terms of the National Agreement with regard to annual leave planning.

In order to advise applicants in sufficient time for pre-planning, it is necessary that employees (including Non-Career City Carrier Assistants) make written application for the periods of their choice leave not later than January 1<sup>st</sup> of the leave year.

Unit supervisors shall post the approved leave schedules on carriers' bulletin boards no later than January 15<sup>th</sup> of the leave year, but earlier if possible.

Employees (including Non-Career City Carrier Assistants) may select 2 consecutive weeks, or 2 separate weeks during the choice vacation period, provided that they will have sufficient annual leave to cover the requested selection at the time that the annual leave is taken. These requests must be for full weeks.

Employees who earn 13 days annual leave per year shall be granted up to 10 days of continuous annual leave during the choice period. These employees may select 3 consecutive weeks or 2 consecutive weeks plus a separate week during the choice vacation period. These requests must be for full weeks. The selection cannot be for 3 separate weeks.

Employees who earn 20 or 26 days annual leave per year shall be granted up to 15 days of continuous annual leave during the choice period.

PS Form 3971, Request for or Notification of Absence, shall be completed by the employee and submitted in accordance with Handbook F-21, Time and Attendance.

For vacation leave purposes, all letter carriers (including Non-Career City Carrier Assistants) shall be assigned to a specific zone. A specific zone shall be defined as the following ZIP Codes and/or West Palm Beach facility:

33401	33406	33410	33417
33403	33407/12	33411	33418
33404	33408	33413/15	
33405	33409	33414	

Should any new route (combination such as parcel post and collections, and/or delivery route and collection) be instituted, the route shall be assigned to a specific zone for leave purposes. Employees (including Non-Career City Carrier Assistants) may carry their seniority choice selection of annual leave with them when they are assigned from one zone to another, either

voluntarily or involuntarily; he/she will be granted his/her annual leave in the zone from which he/she transferred.

Any application for extended annual leave period (30 days or more) will be given every consideration as long as it does not result in denying the rights of others and none will be considered until after the finalized choice leave calendar has been posted.

Application is to be made to the Postmaster in letter form.

#### **ITEM 5 – THE DURATION OF THE CHOICE VACATION PERIODS**

The seniority choice vacation period is designated as the last full week of January through the last full week of December for the Letter Carrier Craft (including Non-Career City Career Assistants).

#### **ITEM 6 – THE DETERMINATION OF THE BEGINNING OF AN EMPLOYEE'S VACATION PERIOD**

Letter Carriers (including Non-Career City Carrier Assistants) 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 OR 10 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 10, Section 3.D of the National Agreement. City Carrier Assistants may make annual leave selections by relative standing provided that they will have sufficient annual leave on the books at the time that the annual 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 will not be considered as part of the quota of carriers (including Non-Career City Carrier Assistants) off during the choice vacation period.

An employee (including Non-Career City Carrier Assistants) who attends a National, Regional or State Convention (Assembly) shall not be charged as a vacation selection for that employee. At the beginning of each year when the Assembly (National, Regional and/or State Convention) weeks have been determined, sufficient slots for all eligible delegates shall be withheld from the available choice vacation slots for the appropriate week.

Eligible delegates (including Non-Career City Carrier Assistants) shall advise their supervisors of the known dates for the National, Regional and/or State Convention (Assemblies) prior to the application for the choice vacation period.

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

The following applies to the granting of choice vacation leave to the regularly assigned letter carriers in each delivery zone (including Non-Career City Carrier Assistants):

- A. Six percent (6%) from the last full week in January until, but not including, the first full week in February.
- B. Fourteen percent (14%) for the first full week in February until, but not including, the one week in April designated spring break by the Palm Beach county School Board;
- C. Fifteen percent (15%) for the one week in April designated spring break by the Palm Beach County School Board;
- D. Fourteen percent (14%) from the week following the one week in April designated spring break by the Palm Beach County School Board until, but not including, the first full week in June;
- E. Fifteen percent (15%) from the first full week in June until the last full week in August;
- F. Fourteen percent (14%) from the week following the last full week in August until, but not including, Thanksgiving week;
- G. Fifteen percent (15%) for Thanksgiving week;
- H. Six percent (6%) from the week following Thanksgiving week until the last full week in December.

All requests are to be made on a Modified Form 1547 or locally agreed upon form/format. In applying the percentage requirements, any fraction of .50 or more will mean 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 (including Non-Career City Carrier Assistants) over and above this agreed upon 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 NOTICE TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE**

The zone supervisor shall return a copy of Modified PS Form 1547, or other locally agreed upon form/format no later than January 15 with the approved period annotated on the Form and the supervisor's signature indication 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**

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 SUBMISSIONS OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD**

Requests for incidental annual leave (not previously applied for and approved on Modified Form 1547 or other locally agreed upon form/format) must be submitted by the employee (including Non-Career City Carrier Assistants) on PS Form 3971 to his/her supervisor no later than the Monday preceding the service week in which the leave is requested, and not earlier than 90 days prior to the requested time in which annual leave is desired.

For exceptional situations such as weddings and family reunions, the employee (including Non-Career City Carrier Assistants) must make a validated request on PS Form 3971 to their supervisor as soon as the situation is known. 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, and/or relative standing in the case of CCAs, will govern. Every consideration will be given to the request with operational needs being the sole determination as to whether the leave will be approved or denied. Provided the requesting employee is available during the 72 hours immediately following his/her properly completed request for incidental annual leave, the leave will be considered automatically approved if management fails to act on the request.

It is further agreed Management will grant incidental annual leave which will allow 12% of the carrier work force off by zone as identified in Item #4. This subject 12% will include sick leave (only when there is a date certain ending the sick leave), COP, holiday leave, LWOP for any reason, court leave, and military leave. Any fraction of percent from .5 will round up.

The month of December will be excluded from the agreed upon incidental annual leave percentage. Incidental annual leave requests may be approved in the month of January up to the agreed upon incidental annual leave percentage after taking into account the needs of the service. Additionally, the incidental percentage will not apply to any zone and/or assignment the week of route inspection.

**City Carrier Assistants (CCAs) may apply for incidental leave as follows;**

**CCAs may submit a request for incidental leave for any available slot or slots not filled by regular Carriers in their unit during the choice vacation period. A CCA may submit a request for incidental leave up to 10% of all CCAs-but no more than available slots except for Sundays.**

**CCAs request for incidental leave on Sundays will be as follows; at least 6% of CCAs may submit a request for incidental annual leave on Sundays throughout the choice vacation period. Approval/disapproval is subject to the employees leave balance.**

Management further agrees that, based on operational needs, they will consider incidental leave requests in excess of the negotiated incidental leave percentage.

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

- A. All casual employees and part-time flexible employees, to the extent possible, even if overtime is necessary.
- B. Full-time and part-time regulars who have volunteered to work on the holiday or designated holiday; selection of the volunteers for each holiday shall be made on the basis of seniority from among those who did volunteer.
- C. All full-time and part-time regular employees who have volunteered whose scheduled non-workday falls on the holiday or designated holiday, even though the payment of overtime is required, by seniority.
- D. **City Carrier Assistants (CCAs).**
- E. Full-time and part-time regulars who have not volunteered to work their non-scheduled day by juniority.
- F. Full-time and part-time regulars who have not volunteered to work their holiday or designated holiday by juniority.

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

Overtime records shall be maintained and posted in a visible location on the workroom floor at each installation on a continuing basis and made available for review in each station. Overtime shall be scheduled in accordance with Article 8, Section 5, of the National Agreement.

If an employee is not available to sign the Overtime Desired List (ODL) 2 weeks prior to posting, because of military leave, annual leave or extended sick leave, he/she may request a shop steward and a supervisor to add his/her name to the list within 3 workdays upon his/her return to duty. If an employee transfers from one delivery zone to another delivery zone, it will be the responsibility of the employee to notify the supervisor that he/she is on the ODL upon his/her arrival at the new delivery unit. The employee will sign the ODL he/she was on at the prior delivery unit. PTFs when made regular will have 5 working days to sign the ODL in the delivery zone assigned.

The Delivery Zones are categorized as follows:

33401	33406	33410	33417
33403	33407/12	33411	33418
33404	33408	33413/15	

Upon formation of a new delivery zone, that zone 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 an ill or injured employee 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 or his/her designee and the Local NALC President or his/her designee will meet to determine the available light duty assignments within the employee's work limitations. After such determination, work which has been identified as light duty will be assigned to the carrier who has submitted the request for light duty. The ultimate decision will rest with the Installation Head.

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

The Employer will make every reasonable effort to accommodate requests for light duty consistent with the employee's medically defined work limitation tolerance. The following considerations will be made:

- a) To the extent that there is work available within the employee's work limitation tolerances, in the duty station to which the employee is regularly assigned, and during the hours when the employee regularly works, that work constitutes the light duty to which the employee is assigned.
- b) If work is not available at the duty station within the employee's regular hours of duty, work outside the employee's regular schedule may be assigned as light duty.
- c) An employee may be assigned light duty outside of the duty station to which the employee is normally assigned if there is not work available within the employee's work limitation tolerances at the employee's duty station.



**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**

- Palm Beach Gardens
- Riviera Beach
- Haverhill
- City Place
- Palms Central
- Palms West
- Wellington Carrier Annex

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

**ITEM 19 – 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.

If a new postal facility is built, this office will abide by the recommendations of the National Study Committee on Parking regarding parking programs for new facilities. Accordingly, efforts will be made to provide parking spaces for employees contingent upon the area allowed for parking after the construction of the new facility.

If at such time additional spaces become available, consideration will be given for the designated NALC official.

**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 period will not be a part of the total choice vacation period for the requesting employee.

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

For purposes of administering Article 41, Section 2 B.4, the following are identified as zones:

33401	33406	33410	33417
33403	33407/12	33411	33418
33404	33408	33413/15	

33405

33409

33414

Upon formulation of a new delivery zone, that zone will be added to the above listing.

Assignments which are vacant for 5 days or more, and known by Management, shall be posted on the Wednesday preceding the week in which the work schedule is prepared for the week the vacancy begins. The notice will remain posted until the Tuesday prior to the normal posting of the schedule for the week the vacancy begins. Unassigned letter carriers, unassigned reserve letter carriers, part-time flexible letter carriers, and CCAs may exercise their preference for those assignments vacant for 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. In the event a PTF or CCA is a successful bidder and during the vacant period there is no identifiable assignment for a full-time regular, Management reserves the right to move the PTF or CCA to other duties and allow the full-time regular to serve that assignment for that day only.

Opting is limited to the specific zone to which the employee is assigned.

In the event the senior employee, unassigned letter carrier, unassigned RLC, PTF, or CCA requesting an opt is already on an opt which concludes on the first day in the service week that the new opt begins, and a conflict in non-scheduled days for the concluding and beginning opt exists, this employee's non-scheduled day for the first week of the opt will be that which he/she held as of Saturday, the first day of the service week in which the opt begins.

**ITEM 22 – LOCAL IMPLEMENTATION OF THE AGREEMENT RELATING TO SENIORITY, REASSIGNMENT, AND POSTING**

Seniority Roster

A roster listing all carriers in order of seniority in this installation shall be updated and posted once every January and July. A copy of this roster shall be sent to the NALC Branch 1690 President.

Bidding

Only if automated bidding is not available, Letter Carriers applying for an assignment shall submit a sealed PS Form 1717A (bid) in the appropriate bid box of the installation during the period for which the notice is posted.

In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating their job number preference as follow:

First Choice	_____
Second Choice	_____
Third Choice	_____
Fourth Choice	_____
Fifth Choice	_____

The senior applicant for a vacant assignment shall be placed in a new assignment within 15 calendar days of the closing of bids, unless a need for medical documentation and/or a need for driver training exist. Except that during the month of December, he/she will be placed in the new assignment on the first day of 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 West Palm Beach Office.

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

### Posting

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

The letter carrier shall have the option of having his/her route posted when the total possible deliveries are changed in excess of 50%, that is, deliveries they had prior to the adjustment.

A copy of all posted notices affecting the letter carrier craft shall be furnished to the NALC 1690 Branch President.

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 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 Article 41 of the National Agreement. If Management anticipates the abolishment of any route or assignment, the President of NALC Branch 1690 shall be notified and given all information and reason for this action.

### OTHER PROVISIONS NOT COVERED IN THE 22 ITEMS OF ARTICLE 30

#### Auxiliary Assistance

In the event a carrier submits a request for auxiliary assistance on PS Form 3996, Carrier — Auxiliary Control, the supervisor will determine whether overtime or auxiliary assistance is approved or whether the mail is to be curtailed. If the determination is made for curtailment, the carrier will be notified and provided a PS Form 1571, Undelivered Mail Report, in ample time to prevent casing the mail that is to be curtailed. If the decision is made to grant auxiliary assistance, the carrier will be notified. Handling of these forms will be in accordance with the procedures contained in Handbook M-41, City Delivery Carrier Duties and Responsibilities, and Handbook M-39, Management of Delivery Services.

If the decision is to give auxiliary assistance, normally the assistance will be given on the street. In cases where auxiliary assistance is given in the office, auxiliary assistance may be granted on the street where the need for such is clearly justified.

### Assignment of T-6 on Non-Scheduled Work Days

A full-time regular carrier called in to 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.

### Safety and Health

In installations of 100 or more employees, a joint Labor-Management Safety and Health Committee shall be established as provided for in Article 14 of the National Agreement. The President of the Local NALC Branch 1690, or his/her designee, who are designated agents of the National Association of Letter Carriers, shall be a member.

Such meetings shall be held quarterly. The meetings will not commence until a quorum is present. Attendance will be on a no loss, no gain basis. Both parties shall endorse and actively support the rules and regulations for special meetings due to unusual circumstances.

Carriers will not be required to drive an unsafe vehicle, in accordance with Article 14, Section 2, of the National Agreement.

All operational facilities and equipment used by letter carriers shall be maintained in a clean and operational condition.

Management will conduct safety talks with employee involvement for all carriers in each zone once each week. A letter carrier's safety should always be of prime concern. He/she will not be required to enter any unsafe area which might result in bodily harm.

Letter carriers may cross lawns while making deliveries if customers do not object and there are no particular hazards to the carriers.

### Labor/Management Meeting

Management will meet with the designated agents of the National Association of Letter Carriers Branch 1690 on the following schedule:

1. Such meeting will be held monthly.
2. The Union shall be entitled to 3 members – one of which will be on official time on a no gain, no loss basis.
3. Agenda items shall be exchanged at least 48 hours prior to the meeting. Minutes may be kept by both parties and initialed for verification. If Christmas meetings are agreed to at the national level as being necessary, such meetings will be held in addition to the agreed upon Labor Management meeting.
4. Pending items not yet resolved will be the first order of business.

### Representation

At the local level, letter carriers selected to serve on committees affecting the letter carrier craft shall be designated by mutual agreement of management and the designated NALC Agent.

### Bulletin Boards

Sufficient space shall be provided (at least 9 square feet) at delivery facilities for NALC use only. The NALC Shop Steward is responsible for policing the board and ensuring its neatness.

### Uniforms

During the months of January through December, either authorized summer or winter apparel may be worn by letter carriers.

### Working off the clock

Supervisors shall not require nor permit employees to work off the clock.

### Personal Needs

When there is no suitable place to take care of one's personal needs, a letter carrier will be able to travel outside the route to a place where this may be accomplished. The carrier must utilize the facilities requiring the least amount of time and travel. For the purpose of this agreement, personal needs are considered a comfort stop.