

LOCAL
MEMORANDUM
OF
UNDERSTANDING

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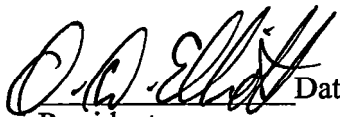
BRADENTON BEACH
FLORIDA

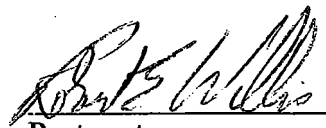
NALC - USPS
1995 - 1998

**U.S. POSTAL SERVICE
BRADENTON BEACH**

**LOCAL MEMORANDUM OF UNDERSTANDING
2001 – 2006 (November 20, 2006)**

The parties mutually agree to continue the current Local memorandum of Understanding provisions for the duration for the 2001 – 2006 National Agreement, which expires November 20, 2006.

 Date: 9-16-02
President
Branch 1477, NALC, AFL/CIO

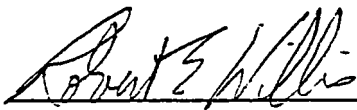
 Date: 9/17/02
Postmaster
U.S.P.S., Bradenton Beach

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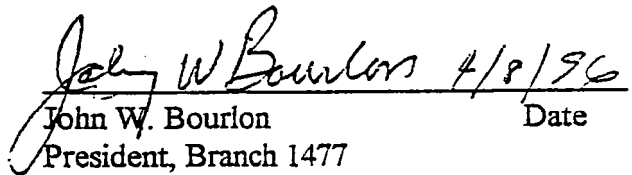
BRANCH 1477
N.A.L.C.

This Local Agreement (Local Memorandum of Understanding) is between the U. S. Postal Service, Bradenton Beach, Florida 34217, and the National Association of Letter Carriers, AFL-CIO, Branch 1477. It will take effect upon the signing by both parties and will not terminate until the next Local Agreement is signed. It is negotiated under Article 30 of the National Agreement.



Robert Willis
Postmaster, U.S.P.S.
Bradenton Beach, Florida

4/1/96
Date



John W. Bourlon
President, Branch 1477
N.A.L.C.

4/8/96
Date

**MEMORANDUM OF UNDERSTANDING BETWEEN BRANCH 1477, N.A.L.C.
AND THE U. S. POSTAL SERVICE, BRADENTON BEACH, FLORIDA**

ARTICLE XXX

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, based on individual circumstances.

Item 2 - The Establishment of a Regular Work Week of Five Days with Either Fixed or Rotating Days Off.

[This Item has been sent to Impasse.]

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 decision for the curtailment or termination of Postal operations to conform to the order 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 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 telephones will be open for employees to call for information.

Employees involved in actual emergency situations should contact management regarding protection of themselves and the mails.

In an immediate emergency situation, if a contact is not possible, employees will take immediate and appropriate action to protect themselves and the mails. When necessary, the installation head or his designee shall meet with the local Union representative to apprise him/her of the emergency situation.

ITEM 4 - Formulation of Local Leave Program

1. The sign-up period for selecting choice vacations will begin January 15.
2. [This sub-paragraph was sent to Impasse.]
3. In order of seniority, each Carrier will be allowed a maximum of three (3) calendar days to make his/her selection from available periods.
4. Selection will be made by Carriers, submitting 3971(s) in duplicate to the supervisor who will post the Carriers' name in the space selected on the appropriate pick-list.

5. Carriers will be responsible for providing their choice selection through either their Union representative or their supervisor should they be absent during the selection period.
6. Should any Carrier fail to make their selection during the allotted time, they must forfeit their right to select until all remaining employees have picked and then choose from remaining available times, returning his/her choice within three (3) calendar days.
7. After choice vacation selections, all other leave shall be "incidental" and subject to the provisions stated in Item #12.

Item 5 - The Duration of the Choice Vacation Period(s)

[This Item has been sent to Impasse.]

Item 6 - The Determination of the Beginning Day of an Employee's Vacation Period.

Letter Carriers will start their vacations on a Monday and return to work on Monday following their vacation, unless the Monday is a holiday or a non-scheduled work day; in which case they will return to work on Tuesday following the end of their vacation.

Item 7 - Whether Employees, at Their Option, May Request Two Selections During the Choice Vacation Period, in Units of Either 5 or 10.

A Letter Carrier may, at his or her option, request two selections during the choice vacation period in units of either five (5) or ten (10) working days, the total not to exceed the ten (10) or fifteen (15) days as specified in Article 10, Section 3.D.1, 2, and 3 of the National Agreement.

Item 8 - Whether Jury Duty and Attendance at the National or State Conventions Shall Be Charged to the Choice Vacation Period.

[This Item has been sent to Impasse.]

Item 9 - Determination of the Maximum Number of Employees Who Shall Receive Leave Each Week During the Choice Vacation Period.

[This Item has been sent to Impasse.]

Item 10 - The Issuance of Official Notices to Each Employee of the Vacation Schedule Approved for Such Employees.

The official notice of approval of annual leave for choice period will be one approved copy of Form 3971 in duplicate. One copy retained by management. One copy returned to the employee. Employees are required to personally give their request to a supervisor.

Item 11 - Determination of the Date and Means of Notifying Employees of the Beginning of the New Leave Year.

A notice will be posted no later than November 1st of each year informing the employee of the beginning of the leave year. The notice will be posted on the employees' or office bulletin board.

Item 12 - The Procedures for Submission of Applications for Leave During Other Than Choice Vacation Periods.

1. After the period for selecting the choice vacation has been closed, Carriers may at their option(s) submit for additional (incidental) leave as follows:
 - a. [This sub-paragraph has been sent to Impasse.]
 - b. [This sub-paragraph has been sent to Impasse.]
2. [This sub-paragraph has been sent to Impasse.]
3. Application for leave will be accepted on the first-come first-serve basis. Applications shall all have a time clock ring showing the date/day and time submitted. Where applications are received at the same time, they shall be decided by seniority, in the event the Postal Service installation head concludes that an approval of the requested leave is appropriate.
4. Leave will not be denied based on the speculation that overtime may be required or sick leave may be used.
5. [This sub-paragraph was sent to Impasse.]
6. Leave application(s) for other leave shall be decided on within (3) three working days or will be automatically approved.

Item 13 - The Method of Selecting Employees to Work On a Holiday.

[This Item was sent to Impasse.]

Item 14 - Whether "Overtime Desired" Lists in Article 8 Shall Be By Section and/or Tour.

Lists will be established for the Carrier craft by station in accordance with Article 30, Local Implementations.

Item 15 -The Number of Light Duty Assignments Within Each Craft or Occupational Group to be Reserved for Temporary or Permanent Light Duty Assignment.

and

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 requests for temporary or permanent light duty assignment(s) are received under the terms of Article 8 of the National Agreement, and the requirements contained therein are met, the Postmaster will make every effort to reassign the employee(s) to available duties compatible within the physical limitations identified in medical reports. Consultation may be held with the Union when requests are received. The employee may be present during this consultation.

Item 17 -The Identification of Assignments That Are to be Considered Light Duty Within Each Craft Represented in the Office.

Whenever a request for light duty is made under the provisions of Article 13, the installation head will make every effort to reassign the employee to an available light duty assignment, within his or her limitations, in the installation.

For Example:

1. Assisting routes.
2. Marking up forwardable mail.
3. Re-labeling Carrier cases.
4. Re-writing Carrier route books.

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 Bradenton Beach Post Office.

It is agreed that the Bradenton Beach Post Office and its stations and branches shall be known as an installation.

Item 19 -The Assignment of Employee Parking Spaces.

Parking will be on a first-come, first-serve, space available 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.

[This Item has been sent to Impasse.]

Item 21 - Those Other Items Which are Subject to Local Negotiations as Provided in the Craft Provisions of This Agreement.

A Letter Carrier route will be posted for bid at the option of the Carrier serving the route when the starting time is changed more than one hour.

Bidding on vacant assignments shall be installation-wide.

Notices involving employees to bid on vacant full-time duty assignments will remain posted for six (6) days.

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) shall be posted for bid in accordance with the posting procedures in this Article.

The swing Carrier shall word their assignment as bid in its proper sequence. Unanticipated circumstances may require a temporary change in assignment. In the event of such a change, a Union official will be notified.

Item 22 - Local Implementation of This Agreement Relating to Seniority, Reassignments and Posting.

A roster of the seniority in the Carrier craft shall be posted on the official bulletin board, and as new lists are prepared, a copy will be furnished the Carrier craft.

Accepted by:
Robert Willis, Postmaster
Bradenton Beach, Florida

Accepted by:
John W. Bourlon, President
Branch 1477, NALC, AFL/CIO