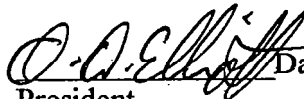
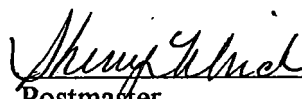


**U.S. POSTAL SERVICE
INDIAN ROCKS BEACH**

**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: 9/18/02
Postmaster
U.S.P.S., Indian Rocks Beach

RECEIVED

SEP 20 2002

BRANCH 1477
N.A.L.C.

**LOCAL
MEMORANDUM
OF
UNDERSTANDING**

**INDIAN ROCKS
BEACH, FLORIDA**

**NALC - USPS
1994 - 1998**

**MEMORANDUM OF UNDERSTANDING BETWEEN BRANCH 1477, NALC AND
THE POSTMASTER, INDIAN ROCKS BEACH, FLORIDA**

ITEM 1 - ADDITIONAL OR LONGER WASH-UP PERIODS

Letter Carriers will be granted reasonable wash-up time at the conclusion of AM duties. The time will be taken immediately prior to clocking out onto the street. Additional reasonable time will be granted in conjunction with a lunch break, where facilities are readily available, and immediately prior to ending tour.

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

- (a) All Full-time and Part-time Regular Letter Carriers will have a regular work week of five (5) days with rotating days off.
- (b) Exchange of days off in the same work week between Full-time Regulars will be permitted on a temporary basis.
- (c) Exchange of days off in the same work week between Part-time Regulars will be permitted on a temporary basis.
- (d) Exchange of days off between Full-time Regulars and exchange of days off between Part-time Regulars requires the approval of the Carriers involved, the immediate Supervisor, and the Shop Steward (or Union Official). Forms 3189 must be submitted no later than the Tuesday prior to the workweek involved and the Carriers must work their bid assignments.

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 suspension of operations under emergency conditions will be declared by the Postmaster or Supervisor after consultation with local authorities. Management will notify Carriers on street duty when operations have been suspended, or dangerous conditions exist.

Carriers may temporarily curtail mail delivery during a period of extreme lightning. Carriers are expected to use responsible, intelligent discretion when confronted with an emergency situation. Safety will be the primary consideration in any emergency condition.

ITEM 4 - FORMULATION OF LOCAL LEAVE PROGRAM

- (a) The Leave Year begins with the first full pay period of the calendar year.
- (b) On November 1, the sign-up period for the choice vacation period will begin. For the purpose of selecting annual leave, the carrier craft will make their selections according to seniority lists. There will be two separate lists, one for Full-time Regulars/Part-time Flexibles and one for Part-time Regulars.

- (c) The vacation planning process will consist of two (2) rounds of choices, by seniority, for each category (Full-time Regulars/Part-time Flexibles and Part-time Regulars). In the first round, the Full-time Regulars/Part-time Flexibles will select first and may request two periods of 1 or 2 leave weeks (total not to exceed 3 weeks). The Part-time Regulars will then make their selections from the open leave on the calendar pick list. In the second round (using the same order of selection as the first round) each Carrier (in each category) may request one period of 1 or 2 leave weeks. All second choice periods must be made and approved not later than the second Monday of January.
- (d) Starting November 1, in seniority order, each Carrier will be allowed three (3) working days to submit his vacation planning request(s) for each round. Should any Carrier fail to submit their request during the allotted time he/she will forfeit their choice(s) in that round.
- (e) Carriers will be responsible for providing written information through either their Union Representative or their Supervisor, if they should be absent during the selection period. It shall be the responsibility of management to notify the absent employee.

ITEM 5 - THE DURATION OF THE CHOICE VACATION PERIOD

The choice vacation period shall be as follows:

- (a) June, July, August.
- (b) (1) Beginning with the service week in which February 1 falls through the 1st Saturday of June.
(2) Beginning with the 1st of September through the Friday following Christmas

ITEM 6 - THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

All annual leave requests for the vacation planning process will start on Monday and end on Saturday, hereafter called a Leave Week.

ITEM 7 - WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS

(See ITEM 4 (c).)

ITEM 8 - WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

Jury Duty, Union Convention leave, sick leave, and military leave will not be counted in the number allowed off during the vacation planning process.

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

- (a) During the Choice Vacation Period designated as "a" in Item 5, two (2) Carriers will be allowed off.
- (b) During the Choice Vacation Period designated as "b" in Item 5, one (1) Carrier will be allowed off.

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. Request for choice period shall be submitted on Form 3971 in duplicate. Once copy retained by management. One copy returned to the employee.

ITEM 11 - DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEE OF THE BEGINNING OF THE NEW LEAVE YEAR

(See Item 4 (b).)

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

- (a) After completion of the two rounds that constitute the vacation planning process, beginning on the 2nd Monday of January at 0700, Carriers may submit requests (3971s) for incidental leave of 1 to 4 days. These requests will be granted up to the number of Carriers identified in Item 5 for any open dates on the leave chart provided they are submitted no later than Tuesday prior to the service week of the requested leave and provided they have leave on the books. Extended sick leave will be included in the number allowed off where it is known. These requests will be acted upon by the employer no later than 3 working days after submission by the Carrier.
- (b) Leave on any given day will be granted to the applicant if the number allowed off has not been reached and replacements are available at no additional costs to the Postal Service. Applications will be accepted on a first come, first serve basis. Applications shall all have a time clock ring showing the date and time submitted. Where applications are received at the same time (within 15 minutes) seniority will be the deciding factor.
- (c) All advance commitments for granting annual leave must be honored except in serious emergency situations. Emergency as defined in the National Agreement.
- (d) A Carrier may cancel his annual leave request in any increment. When a full week of annual leave is canceled, that week will be posted on the bulletin board for two working days. Preference will be given in seniority order to the employees junior to the employee canceling the leave.

- (e) Emergency annual leave shall be tentatively granted by any supervisor at any time if at all possible. The Carrier shall submit his request stating the reason and possible anticipated time needed. A verbal request to local management will be accepted when time is not adequate for a written request. A written submission must then be made on return to duty stating the emergency for final approval by the Supervisor or Postmaster.

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

The method for selecting employees to work on a holiday is as follows:

- (1) Casuals to the maximum extent possible to include overtime.
- (2) Part-time Flexibles to the maximum extent possible to include overtime.
- (3) Full-time Regulars who have volunteered to work their non-scheduled day or holiday/designated holiday by seniority.
- (4) Part-time Regulars who have volunteered to work their non-scheduled day or holiday/designated holiday by seniority.
- (5) Part-time Regulars who did not volunteer to work on what would otherwise be their non-scheduled day by juniority.
- (6) Full-time Regulars who did not volunteer to work on what would otherwise be their non-scheduled day by juniority.
- (7) Part-time Regulars who did not volunteer to work on what would otherwise be their holiday/designated holiday.
- (8) Full-time Regulars who did not volunteer to work on what would otherwise be their holiday/designated holiday.

If, after the posting period, a need arises for additional or replacement employee(s), the selection process will continue as outlined above.

ITEM 14 - WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE VIII SHALL BE BY SECTION AND/OR TOUR

All Carriers of this office shall be considered as one work section and the overtime desired list shall be by section.

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

Light duty assignments will not exceed six months in duration. There shall be no more than two (2) employees on light duty assignments at one time.

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

Light duty assignments will not displace any regular full-time Carrier from his/her regular bid assignment.

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

The work assigned to an employee on light duty will be dictated by the restrictions as stated by the employee's physician and the needs of the service. Employees on light duty will be permitted to cross crafts when no work is available in their craft and their work in the other craft does not displace any regular full-time employee from their normal job assignment. (See Article XIII, Section 4D).

ITEM 18 - IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION, EMPLOYEES EXCESS TO THE NEEDS OF A SECTION

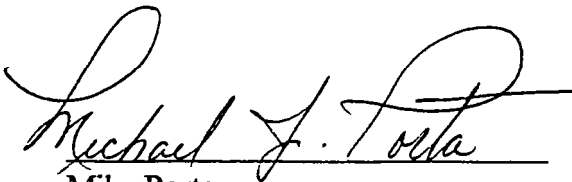
(See Item 14.)

ITEM 19 - THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

That space which is in excess to the needs of the Postal Service, after filling space requirements for all Official Vehicles, will be on a space available, 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

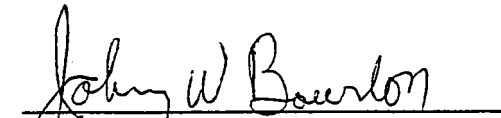
(See Item 8.)



Mike Porta
Postmaster
U. S. Postal Service
Indian Rocks Beach

4-8-96

Date



John W. Bourlon
President
Branch 1477
National Association of Letter Carriers

4/10/96

Date