

**LOCAL  
MEMORANDUM  
OF  
UNDERSTANDING**

**LARGO  
FLORIDA**

**NALC - USPS  
1995 - 1998**

**U.S. POSTAL SERVICE  
LARGO**

**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.

*O. A. Elliott* Date: 9-16-02  
President  
Branch 1477, NALC, AFL/CIO

*Ronald G. Kopp* Date: 9/16/02  
Postmaster  
U.S.P.S., Largo

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SEP 17 2002

BRANCH 1477  
N.A.L.C.

**LOCAL MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into on March 6, 1996 at Largo, Florida between the representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers, AFL CIO, pursuant to the Local Implementation Provisions of the 1995 National Agreement with the National Association of Letter Carriers.

*Sharon Rochester 3/13/96*

Sharon Rochester  
Postmaster  
Largo, FL 34640-9998

*John W. Bourlon, 3/7/96*

John W. Bourlon  
President  
Branch 1477, NALC

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MAR 13 1996

BRANCH 1477  
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## **ARTICLE XXX B 1**

### **ADDITIONAL OR LONGER WASH UP PERIODS**

- 1.) Article VIII, Section 9, (National Agreement) provides reasonable wash up time for a Letter Carrier who performs dirty work.
- 2.) It is the position of the U. S. Postal Service that any Letter Carrier should be granted such time as reasonable and necessary for washing up after performing dirty work or incidental to personal needs as currently established, per M-39 Handbook.

## **ARTICLE XXX B 2 A**

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

- A. All full-time Carriers in the Largo, Florida Post Office, and its branches shall continue to be on one of six rotating day off schedules with the work week beginning on Saturday through Friday.
- B. All (except 3) Part-Time Regulars (PTR's) will be assigned to one of six rotating schedules. Management reserves the right to assign three (3) PTR positions to fixed days off. The work week shall begin on Saturday, running through Friday. The work week will consist of five (5) days, whenever possible.
- C. In the event a PTR voluntarily bids to another PTR position and vacates a fixed schedule, Management may withhold awarding this position until fixed PTR position is filled, either by the bidding process or a new hire. This notice will be added on Part-Time Regular job posting.

## **ARTICLE XXX B 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 CONDITION.**

In exercising its authority under Article 3-F of the National Agreement, Management accepts the principles of Article 14 when determining the necessity to curtail, suspend or terminate operations in emergencies caused by local conditions.

Management and the Union agree to exchange information in emergency conditions and consult whenever possible, toward ascertainment of the steps necessary to protection of Postal personnel.

#### **ARTICLE XXX B 4**

#### **FORMULATIONS OF LOCAL LEAVE PROGRAM**

- 1.) The sign-up period of the new year to determine what period(s) for annual leave shall begin on the 2nd Monday in November.
- 2.) No later than the 10th of November or the 1st workday thereafter, a vacation pick list (a chart listing all employees, by seniority, in that unit and the available leave times) for the choice vacation period will be posted in all delivery units. There will be two seniority lists maintained - one for FTRs and PTFs and one for PTRs.
- 3.) As each group of Carriers make their selection, three (3) calendar days will be allowed each successive group of Carriers, in order of seniority, to make their selection from available periods. Should any Carriers fail to make their selection during the allotted time, they forfeit their right to select until all others have been afforded the opportunity to select. Conflict as to available periods shall be decided by seniority. PTRs, by seniority, will make their selections from the open leave days on the pick list, after all FTRs and PTFs have selected.
- 4.) After the first round of selections for the choice period have been completed, a second round of selections will be allowed in increments of 5 or 10 days.
- 5.) The method for the second round selection shall be that used in Item 4, Formulation of Local Leave Program and Item 5, The Duration of the Choice Vacation Period(s).
- 6.) Approval for second round picks will be completed no later than the 3rd Monday in December.
- 7.) Selection will be made by Carriers submitting Forms 3971 to the Supervisor, who will post the Carriers' names in the space selected on the pick list. Forms will be submitted in duplicate.
- 8.) Carriers will be responsible for providing written information through their union representatives if they should be absent during the selection period.
- 9.) All advance commitments for granting leave must be honored except for serious emergency situations, or if sufficient leave is not available to the employee. If financial commitment has already been made 60 days prior upon verification, the leave may be granted.

- 10.) Choice vacation may be cancelled in increments of a full week provided a written notice of intent to cancel has been submitted, via Form 3971, to the Unit Supervisor with knowledge given/provided to the Union Steward, by Monday of the week proceeding the week of approved leave. When this is completed, the Unit Supervisor will post the available period on the unit time clock for three (3) days. Carriers in the unit with seniority below the Carrier relinquishing this leave, will have first choice to apply for this period. Senior Carriers may apply for this period after junior Carriers fail to apply for the posted leave.
- 11.) There will be no exchanging of annual leave except in extreme emergency situations and it must be approved by the Postmaster and the NALC President or their designee.

#### **ARTICLE XXX B 5**

##### **THE DURATION OF THE CHOICE VACATION PERIOD(S).**

The choice vacation period is as follows:

- 1.) Leave may be granted if applied for all year except as stated below.
  - a.) Fourteen percent (14%) of the total workforce in each unit shall be granted leave during the period beginning the last full calendar week of January each year through the end of the first full calendar week of December each year.
  - b.) Eight percent (8%) of the total workforce in each unit shall be granted leave for the period beginning the second full calendar week in December each year to the first day of the last full week of January each calendar year.

#### **ARTICLE XXX B 6**

##### **THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD.**

The employee's choice annual leave period shall begin on Monday.

#### **ARTICLE XXX B 7**

##### **VACATION SELECTION DURING THE CHOICE PERIOD WILL BE AS FOLLOWS:**

- A.) For those employees entitled to ten (10) days: Two (2) selections of five (5) days, or one (1) selection of ten (10) days.
- B.) For those employees entitled to fifteen (15) days: One (1) selection of up to 15 days, or two (2) selections consisting of one (1) selection of up to ten (10) days, and one (1) selection of five (5) days. Selection days are to be consecutive and selection is to be by seniority, by unit.

**ARTICLE XXX B 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 not be charged to the choice vacation period.

**ARTICLE XXX B 9**

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

- 1.) Fourteen percent (14%) or eight percent (8%) for the period as shown in Article XXX B 5 of the total career Carrier workforce in each delivery unit, effective November 10th or the first workday thereafter, will be granted annual leave during the choice vacation period. In applying the requirement, any fraction of .50 and over will mean one additional employee and any fraction under .50 will be discarded.
- 2.) When new delivery units are added due to expansion, they will be governed by Item 4-12 and 20 of the LMU (Leave).

**ARTICLE XXX B 10**

**THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULED APPROVED FOR SUCH EMPLOYEE.**

The official notice of approval of annual leave for choice vacation will be on PS Form 3971. Request for choice period shall be submitted on PS Form 3971 in duplicate. One copy retained for management and one copy returned to the employee. Employees are required to personally give their request to a supervisor.

**ARTICLE XXX B 11**

**DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.**

No later than 1 November, Management shall post on the bulletin boards of all delivery units the beginning of the new leave year.

**ARTICLE XXX B 12**

**THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD.**

- 1.) Until February 1st, all incidental leave will be allowed up to fourteen percent (14%) [eight percent (8%) for the first three weeks of January and the last three weeks of December] of a complement of each delivery unit. These incidental requests will be approved by seniority on date submitted. They will be decided upon within three (3) calendar days from date of submission to the Unit Supervisor.
- 2.) Beginning February 2nd, all incidental leave will be submitted on duplicate PS Form 3971 no earlier than 60 days in advance and no later than the Tuesday prior to the service week in which the annual leave is desired. Approval or denial of the request for annual leave will be given no later than the Wednesday preceding the service week for which the leave is requested.
- 3.) These open leave days will be by delivery unit, by seniority and date submitted.
- 4.) The 14% and 8% will include all leave committed to date, as well as military leave, jury duty, union leave, extended sick leave and extended LWOP.
- 5.) The employer will approve these open leave day requests to the maximum extent possible in each delivery unit at any time the needs of the service permit.

**ARTICLE XXX B 13**

**THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.**

- 1.) The method of selecting Carriers to work on holidays or designated holidays will be as follows:
  - A. All Casuals and TEs, even if overtime is required.

- B. All PTF carriers, even if overtime is required.
  - C. FTR who volunteered to work (whether NS or holiday) selection by seniority.
  - D. PTR who volunteered to work (whether NS or holiday) selection by seniority.
  - E. PTRs who did not volunteer to work (whether NS or holiday) selection by inverse seniority.
  - F. FTR who did not volunteer to work (whether NS or holiday) by inverse seniority.
- 2.) These rules for holiday selection will be applied by delivery units.

**ARTICLE XXX B 14**

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

- 1.) The overtime desired list will be posted by the delivery units as follows, except any new units added caused by expansion will be entered after meetings between Management and Labor.
  - A.) Delivery Zone 34640
  - B.) Delivery Zone 34641
  - C.) Delivery Zone 34642
  - D.) Delivery Zone 34643
  - E.) Delivery Zone 34644
  - F.) Delivery Zone 34646
  - G.) Delivery Zone 34647
  - H.) Delivery Zone 34648
- 2.) Overtime hours worked and opportunities afforded will be maintained and updated quarterly in each delivery unit and made available for review by posting.
- 3.) Overtime will be scheduled as provided in the National Agreement, or its addendum.

**ARTICLE XXX B 15**

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

When requests for temporary or permanent light duty assignment(s) are received under the terms of Article 13 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 with the physical limitations identified in medical reports. Consultation will be held with the Union when requests are received. The employee involved may be present during this consultation.

#### **ARTICLE XXX B 16**

#### **THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORKFORCE WILL BE ADVERSELY AFFECTED.**

1. Carriers requesting a temporary or permanent light duty assignment must make a written request to the Postmaster. This request must be supported by written medical evidence. If the employee cannot be reassigned, the Postmaster shall notify the concerned party and the Union, as to the reason for his/her inability to reassign. Time to evaluate the request and make assignments shall be completed within a reasonable time.
2. A reasonable amount of training and/or instruction shall be provided in the performance of light duty assignments.

#### **ARTICLE XXX B 17**

#### **THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE.**

After following provisions of the National Agreement, the following work may be considered for light duty assignments.

- 1.) Replacing labels for Carrier cases.
- 2.) Maintaining Form 3982s.
- 3.) Serving mounted routes where required delivery times would require the regular to work overtime, providing the duty would be within and not exceed his/her work limitations.
- 4.) Assist supervisor in maintaining collection box labels.
- 5.) Delivery of Express Mail and parcels, providing such duties are within the limitations set forth by the physicians documentation.

**ARTICLE XXX B 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.**

- 1.) For the limited purpose of reassigning excess employees under the provisions of Article 12, Section 5C, paragraph 4 of the National Agreement, the following shall be identified as delivery units:
  - A.) Delivery Zone 34640
  - B.) Delivery Zone 34641
  - C.) Delivery Zone 34642
  - D.) Delivery Zone 34643
  - E.) Delivery Zone 34644
  - F.) Delivery Zone 34646
  - G.) Delivery Zone 34647
  - H.) Delivery Zone 34648
  
- 2.) In identifying the delivery units above, they will have no significance in bringing about any change in the parties existing LMU other than determining reassignments for excess employees in accordance with provisions of Article 12, Section 5C, Paragraph 4.

**ARTICLE XXX B 19**

**THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

The employer agrees to take every reasonable step to make available to the employee all parking spaces not being utilized for the needs of the Postal Service. These spaces will be used on a first come, first serve basis. The Chief Steward will be permitted to park in a designated space at the Main Office.

**ARTICLE XXX B 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 determination of the choice vacation schedule, will not be part of the total choice vacation.

**ARTICLE XXX B 21**

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

- 1.) "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 assignment 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 this Article."
- 2.) A delivery unit as applied to Article 41, Section 3-0 shall be identified as follows:
  - a.) Zone 34640
  - b.) Zone 34641
  - c.) Zone 34642
  - d.) Zone 34643
  - e.) Zone 34644
  - f.) Zone 34646
  - g.) Zone 34647
  - h.) Zone 34648

**ARTICLE XXX B 22**

**LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.**

- 1.) Bidding will continue to be on an installation wide seniority basis.
- 2.) Bids will be posted for six (6) days, excluding the first day it was posted.
- 3.) A copy of all posted notices affecting the Letter Carrier craft shall be furnished to the designated agent of the NALC.
- 4.) When a Carrier's regular schedule is changed by more than one (1) hour or his/her assignment is changed by 40% or more, the assignment may be reposted at the option of the Carrier.
- 5.) It is agreed to and understood by the parties signatred below that Article 41 Section 2, B 3, 4, and 5 of the National Agreement will be applied as listed herein. The intent of each section and paragraph is:

6.) Section 2, B 3

- A.) Requests for known vacancies must be received Tuesday prior to posting of the schedule for the following work week.
- B.) Unanticipated vacancies of five (5) days or more will be posted by the Unit Supervisor via Form 13 on the unit bulletin board for a period of two (2) working days. The senior applicant will be assigned to the vacancy on the Monday of the leave week.
- C.) No verbal requests will be honored. All bids submitted must be on the form supplied by the Union handed to the Supervisor. Except as outlined above for unanticipated vacancies, requests are to be submitted no sooner than seven (7) calendar days prior to the Tuesday preceding the service week of the vacancy.

7.) Section 2, B 4

- A.) It is understood by the parties that this section will be applied in the same manner as Section 2, B 3 above. Further, it is understood that Part-Time Carriers, who have exercised their rights of seniority, may be bumped from the temporary bid assignment only when the following conditions are present:
  - 1.) A Regular Carrier is called in and bumps a T-6. The T-6 may, in turn, bump either a reserve or part-time flexible holding a temporary bid, if one of the other five (5) routes on the swing is not open. (No bumping will be permitted if a route in the swing is open.) When bumping occurs, the junior person holding a temporary bid will be bumped.
  - 2.) There is not eight (8) hours work in the unit for a Reserve Carrier, a Part-Time Flexible holding a temporary assignment may be bumped.

8.) Section 2, B 5

- A.) A Reserve Carrier who bids a Regular Carrier route, T-6 position or another reserve position, will assume the new assignment and vacate the temporary bid.
- B.) A Part-Time Flexible Carrier who is promoted to a regular position, by virtue of juniority, will continue to serve the temporary vacancy for its duration before being moved to the new delivery unit.
- C.) The parties agree to continue to use the "Bid Form for Temporary Assignment" (copy attached). These forms will continue to be provided by the Local Branch of the NALC.