

# LOCAL MEMORANDUM OF UNDERSTANDING

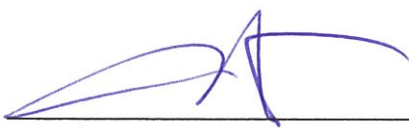
## MIAMI INSTALLATION SOUTH FLORIDA DISTRICT

This Memorandum of Understanding is entered into at Miami, 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 1071) pursuant to the local implementation provisions of the 2019-2023 National Agreement. This Memorandum of Understanding constitutes the agreement on matters relating to local conditions of employment.



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Stephen Kirkland /Postmaster  
United States Postal Service  
Miami, Florida



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Mark Travers/President  
National Association of Letter Carriers  
Branch 1071

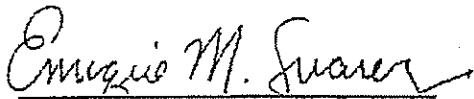
6/1/2021

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Date

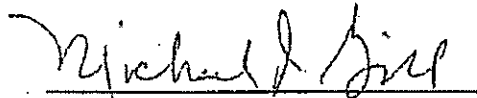
LOCAL MEMORANDUM OF UNDERSTANDING

This memorandum of Understanding is entered into on April 30, 2013, at Miami, Florida between the representatives of the United States Postal Service and the designated agent of the National Association of Letter Carriers Union, pursuant to the Local Implementation Provisions of the 2011-2016 National Agreement.



Enrique Suarez  
OIC, City of Miami  
USPS/South Florida District

6/12/2013



Michael J. Gill  
President, Branch 1071  
National Association of Letter Carriers

1. Bold text indicates language that is new or substantially revised for the 2011 Local Memorandum of Understanding.

It is understood and agreed that understanding arrived at through arbitration and impasse processes shall be incorporated as addendum to this local implementation procedure.

This Memorandum of Understanding shall be in full force and effect until midnight May 20, 2016, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.

2. Each agreed upon provision will be preceded by the item number as specified in Article 30 of the 2011 National Agreement as follows:

ITEM 1 – ADDITIONAL OR LONGER WASH UP PERIODS.

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

ITEM 4 - FORMULATION OF LOCAL LEAVE PROGRAM

ITEM 5 - THE DURATION OF THE CHOICE VACATION PERIOD (5)

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

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

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

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

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

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

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

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

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

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

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.

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

ITEM 19 - THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

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.

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

ITEM 22 - LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

ITEM 1 – ADDITIONAL OR LONGER WASH UP PERIODS

Reasonable wash-up time shall be granted to those employees who perform dirty work or work with toxic materials.

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

A regular work week will consist of five (5) days with rotating days 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 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 television stations to inform employees. Depending upon the severity of the emergency situation and what is allowed by local authorities under such a situation, the Postal Service emergency hotline 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. Whenever possible, the Installation Head or designee shall meet with the local Union representative to discuss such factors as:

1. The degree of emergency as stated by and acted upon by responsible government authorities.
2. The degree of unsafe conditions resulting from such emergency as it relates to employees performing their duties.

ITEM 4 - FORMULATION OF LOCAL LEAVE PROGRAM

- (A) Annual leave shall be scheduled on the basis of city-wide seniority within each station or branch.
- (B) Annual leave during a vacation period shall be granted on a continuous basis.
- (C) Military leave shall not constitute part of the carrier's choice vacation period.
- (D) No letter carrier will be required to work while on annual leave except in an emergency situation.
- (E) Emergency leave will be considered and may be granted in individual cases even if the request may cause 15%/16% appropriation to be exceeded.

(F) Letter carriers on temporary Light or Limited Duty who are assigned to a different work location other than their parent unit, will have their previously approved choice Annual leave granted.

For the purpose of establishing the choice vacation percentage, the percentage will be considered as part of the letter carrier's parent unit.

(G) Percentage of Annual Leave in each unit will be established on the basis of the compliment in that unit as of January 1, of each new leave year.

(H) 1. Annual Leave which is turned back will be removed from the vacation scheduled and will be made available to all other carriers at that unit provided it does not exceed the allowable percentages.

2. If a carrier, with leave approved, bids from the delivery unit, that leave will be made available to all other carriers in that unit provided it does not exceed the allowable percentage.

ITEM 5 - THE DURATION OF THE CHOICE VACATION PERIOD(S)

(A) The letter carrier choice vacation period will be from May 15<sup>th</sup> through October 15<sup>th</sup>.

(B) The choice vacation period shall prevail for the duration of the Memorandum of Understanding.

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

It is agreed that the determination of whether annual leave shall begin on Saturday, the first work day of the week, or on Monday, the second work day of the week, shall be made by a majority vote of all carriers at each station.

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 will be granted at least one selection during the choice period up to ten (10) or fifteen (15) days applicable based upon annual leave earned.

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

(A) Leave for State and National conventions will be in addition to the 15%/16% annual leave selection. The Union will provide the Postmaster with a list of delegates at least six (6) months in advance.

(B) Jury Duty is not charged to the choice period.

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

- (A) At least 15% of the letter carrier force in each station and branch will be granted annual leave during the above-specified choice period, if requested, except during the months of June, July, and August. During the months of June, July, and August 16% of the letter carrier force in each station and branch will be granted annual leave if requested.
- (B) Should a letter carrier be assigned to another station or branch after the choice annual leave periods have been assigned to that unit's letter carrier complement, he/she should be given the period assigned in the previous unit, provided it does not exceed 15% of the carrier complement at this unit except during the months of June, July, and August. During the months of June, July, and August, he/she shall be given the period assigned in the previous unit, provided it does not exceed 16% of the carrier complement of this unit.
- (C) In applying the percentages, any fraction of .50 or higher will be rounded up to the next whole number.

**ITEM 10 - THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULED APPROVED FOR SUCH EMPLOYEE**

No later than three weeks after the closing date for submission of 3971s for requesting choice period leave a vacation schedule will be posted.

**ITEM 11 - DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.**

The notice form the Postal Bulletin announcing the new leave year will be posted for all Employees to view.

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

- (A) The remainder of the carrier's annual leave shall be scheduled at any other month of the year, with the exception of the choice vacation period and the period from December 1 through December 25. Leave requests submitted on the same day by 5:00 pm will be considered in order of seniority.

- (B) Request for annual leave during other than choice vacation period shall be submitted in duplicate on form 3971 from 1 day to 90 days in advance, except for those requests which incorporate a holiday which must be submitted at least 2 working days in advance (Sundays and Holidays are not considered working days), the requests must be submitted within 2 hours of the employee's begin tour. Requests for leave beginning Monday must be submitted no later than 2 hours after the employee's tour on Saturday. Approval or denial of requests for annual leave submitted 6 to 90 days in advance will be given no later than 72 hours after submission of the leave request to a supervisor. Approval or denial of requests for annual leave submitted 1 to 5 days in advance will be given prior to the date of the requested leave.
- (C) Incidental leave shall be approved providing the request does not increase the vacation schedule to above 15%/16% of the carrier force. In applying the percentages any fraction of .50 or higher will be rounded up to the next number
- (D) Letter carriers on temporary light duty or temporary limited Duty, for the purpose of administering incidental annual leave will be considered in the work location for which they are working light duty or limited duty at the time of the request for leave.

This provision will be administered in accordance with the LMU negotiated between the NALC and USPS, Miami, Florida.

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

- (A) Management shall determine the number and category of employees needed for holiday work and for days designated as individual employees holidays. Schedule will be posted on the Tuesday preceding the service week in which the holiday falls. The scheduling of employees will be by the following procedures:
  1. Part-time flexible, even if overtime is necessary.
  2. Full-time letter carriers in order of seniority who have volunteered to work on the holiday when such day is part of their regular work schedule. These employees would be working at the straight time rate in accordance with Article 11, Section 4.
  3. City Carrier Assistants, even if overtime is necessary.
  4. All other full-time letter carrier volunteers in order of seniority. In the case of such full time volunteers, if they are scheduled to work and it is what would otherwise be their non-scheduled work day. They will be guaranteed 8 hours at the overtime rate in accordance with Article 8 Section 2 and 4..



5. Full-time letter carriers who have not volunteered and will be working on what would otherwise be their non-scheduled work day. In the case of such full-time employees, they will be guaranteed eight hours at the overtime rate in accordance with Article 8 Section 2 and 4.
  6. All other full-time letter carriers who have not volunteered (scheduled in order of inverse seniority).
- (B) The manner of determination for volunteers to work on their designated holiday or non-scheduled work day will be accomplished as follows: One week prior to the Monday preceding the service week in which the holiday falls, a notice will be posted in each individual unit requesting volunteers. Those regular carriers eligible to sign the list, and who do so, will be considered volunteers. The list will remain posted until the Friday preceding the Tuesday posting. It will be removed at noon on that Friday and a line drawn after the last volunteer's name and initialed by the shop steward or designee of the Union and supervisor at that unit. The carriers who have signed this list will be the only individuals considered volunteers. The list will remain posted until the Friday preceding the Tuesday posting. It will be removed at noon on that Friday and a line drawn after the last volunteer's name and initialed by the shop steward or designee of the union and supervisor at that unit. The carriers who have signed this list will be the only individuals considered volunteers for holiday scheduling.

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

- (A) In the letter carrier craft, the "Overtime Desired" lists will be implemented separately in each work location.
- (B) Overtime records will be maintained and properly annotated at each station on a continuous basis for review by the Union shop steward, when properly requested, in each station or branch. Overtime will be scheduled in accordance with Article 8, Section 5 of the National Agreement.
- (C) In the event a regular assigned carrier is requested to work on his/her non-scheduled work day, he/she shall be assigned to work his/her own assignment if vacant. The assignment is not considered vacant if the carrier technician (T-6) is working the assignment that day. T-6 carriers may not be "bumped" either voluntarily or involuntarily. A T-6 carrier who works on his/her non-scheduled work day shall be used to perform carrier work in his/her string of five assignments. If no work is available to the T-6 carrier in his/her string, he/she shall be used to perform other carrier work.

(D) For the purpose of administering Article 8, Section 5A of the National Agreement, two weeks prior to the start of each calendar quarter, the previous overtime desired list will be posted for revision. Those carriers who wish to remain on the list in the same category (i.e. 10-hour, 12-hour, or work assignment list) will be considered to have placed their name on the list for the new quarter. Those carriers who wish to get on the list who were not previously on the list or those who removed their name from the list previously and wish to get on the list for the new quarter may do so only during the two-week window. Also carriers who want to move from one category to another may do so only during the two-week window. Carriers who wish to remove their name from the overtime list may do so in writing; and it will become effective the following work day.

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

Not negotiated locally

**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.**

- (A) When an employee injured on or off the job applies for light duty and submits supportive medical evidence, every effort will be made to assign them within their craft which they are able to perform. However, in the event no such assignment is available, provisions of Article 13 of the National Agreement will prevail.
- (B) Management will assign letter carriers to available light duty consistent with the employee's limitations in accordance with Article 13.

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

- (A) The following duty assignments shall be considered as light duty assignments for carriers who are incapacitated to perform regularly-assigned duties.
1. Casing vacant assignments whenever possible.
  2. Labeling cases
  3. High rise directories
  4. Assisting in casing overburdened assignments in morning and afternoon mail
  5. Detail to other crafts whenever medical conditions permit or when no other duties are available within the letter carrier craft.
- (B) In the event assignments in multiple units are necessary, travel between assignments will be done on swing time and swing time will exceed one (1) hour. The employee's lunch period will not necessarily be included in the one (1) hour swing.

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

When it is proposed to reassign employees excess to the needs of a section, a section shall be defined as all the letter carrier assignments within the Miami Post Office.

ITEM 19 - THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Not negotiated locally

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

Leave for State and National Conventions will be addition to the 15%-16% annual leave selection.

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

ITEM 22 - LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS, AND POSTING.

Section 1:

- (A) Bidding shall be on an installation-wide basis for vacant assignments and will be restricted to full-time carriers of the Miami Post Office, with seniority as the determining factor.
- (B) A vacant or newly established duty assignment not under consideration for reversion shall be posted within fourteen working days of the day it becomes vacant or is established.
- (C) The posting of vacant full-time assignments city wide will be ten (10) calendar days. Within ten (10) calendar days after the closing date of the posting, the employer shall post a notice indicating the successful bidder, seniority date and number. The successful bidder must be placed in the new assignment within 15 days except in the month of December.

- (D) In instances where several assignments are posted simultaneously, each full time carrier may bid for as many assignments as are posted, stating his/her preference in the following manner:

First Choice \_\_\_\_\_                      Second Choice \_\_\_\_\_  
Third Choice \_\_\_\_\_                      Fourth Choice \_\_\_\_\_  
Fifth Choice \_\_\_\_\_                      etc.

- (E) The parties agree that where telephone bidding is an alternative form of bidding, bids may be submitted by telephone. When computerized and telephone bidding are available to all employees in an installation, telephone and computerized bidding is mandatory.

In the event of an emergency, bid sheets will be submitted to the Postmaster. The bid sheets must be dated to indicate proof of delivery.

The annual bid posting scheduled for the calendar year will be provided to the union President no later than December 15.

- (F) At the option of the letter carrier, a full time letter carrier assignment will be posted for bid if the starting time is changed by 61 minutes.

- (G) 1. A copy of all posted notices affecting the letter carrier craft shall be furnished to the President of Branch 1071 of the N.A.L.C.

2. Copies of information relating to the Letter Carrier Craft will be provided to the shop steward in the unit.

- (H) When a carrier's assignment is changed by 40% or more, the assignment may be reposted at the option of the carrier.

- (I) Routers-Establishment of Router positions:

The job description will be in accordance with the Memorandum Of Understanding dated July 21, 1987, as contained in the 1987-90 National Agreement. The Router position will be advertised city-wide in compliance with Section 1 and Item 22 of Miami, Florida, Local Memorandum of Understanding.

Effective January 1, 1988, Router positions will begin to be advertised city-wide and the Remainder of Router positions will be advertised by March 1, 1988. When the need for additional router positions is warranted following March 1, 1988 they will be posted as outlined above.

Section 2:

- (A) To the extent possible, the following formula will be used to determine the reduction or elimination of carrier route(s):
1. Auxiliary assignment (first)
  2. Vacant assignments (second)
  3. 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, highways, housing projects, all route(s) and full time duty assignments at that unit held by letter carriers who are junior to the carriers 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.
- (B) When unassigned regulars are to be transferred from one unit to another, the junior unassigned regular at that unit shall be selected for transfer.
- (C) When it has been determined that a duty assignment in the letter carrier craft is anticipated to be vacant for five (5) days or more in a specific unit, in accordance with Article 41 of the National Agreement, the following will be the course of action:
1. A notice will be posted in that unit indicating the vacant assignment. This notice will remain posted for three (3) working days.
  2. All interested eligible employees in that unit shall submit a request on an overprinted form (D) retaining a duplicate copy.
  3. On noon, of the third working day of the posting, the senior letter carrier requesting the position shall be awarded the position for the duration of the vacant assignment.
  4. For the purpose of this procedure, the following will apply:
    - a) Seniority will be the determining factor in awarding these positions
    - b) Duration of an assignment will be until the assignment is awarded through the normal bidding procedures or the regular carrier who has the bid assignment returns to that assignment.
    - c) The following form will be the exclusive form utilized for option and will be provided by management in sufficient quantity.

(D) OVERPRINTED FORM

TO: MANAGER \_\_\_\_\_

BIDDER: \_\_\_\_\_

SENIORITY DATE \_\_\_\_\_

I hereby request to be assigned to the following vacant duty assignment for the duration of that assignment.

ASSIGNMENT # : \_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_  
Date received by Manager/Supervisor

\_\_\_\_\_  
Manager's/Supervisor's Initials

## MISCELLANEOUS PROVISIONS

### (A) SAFETY AND HEALTH COMMITTEE

1. 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 Branch or designee, who are designated agents of the National Association of Letter Carriers, shall be a member.
2. Such meetings shall be held once each month. Attendance will be on a no-gain, no-loss basis. Both parties shall endorse and actively support the rules and regulations for promoting safety and health. Consideration will be given to requests for specials meetings due to unusual circumstances.

### (B) VEHICLES

Carriers shall not be required to drive an unsafe vehicle and management shall conduct safety meetings for all drivers once each month.

### (C) SAFETY

1. A letter carrier's safety should always be of prime concern. He/she shall not be required to enter any unsafe area which might result in bodily harm.
2. A letter carrier shall not be required to cross lawns, except in accordance with Article 41, Section 3N.

### (D) NEW EMPLOYEE ORIENTATION

The designated agent of the N.A.L.C. will be given ample opportunity to address new employees in accordance with the National Agreement.

### (E) INSPECTION OF PERSONNEL FOLDER

Letter carriers and/or their stewards, if authorized in writing by the Carrier, shall be allowed to examine their station folders in the presence of a supervisor or the designee. A letter carrier has the option to view their official personnel file through Postal Ease.

**(F) AUXILIARY ASSISTANCE**

1. In the event a carrier makes a request for auxiliary assistance, the supervisor will determine whether overtime or auxiliary assistance is approved, or whether the mail is to be curtailed. If determination is made for curtailment, the carrier should be notified in ample time to prevent casing the mail that is to be curtailed. If the decision is made to grant auxiliary assistance, the carrier should be notified before he/she pulls down his/her case.
2. 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 only in cases where the need for such is clearly justified.

**(G) FORMS**

Upon request, a duplicate copy of the completed Form 3996 and Form 1571, report of undelivered mail, etc., will be provided to the carrier.

**(H) SENIORITY ROSTER**

An updated roster listing all carriers in order of seniority shall be posted in all stations and branches twice each year.





## USPS-NALC Joint Step A Grievance Form

### INFORMAL STEP A - NALC Shop Steward Completes This Section

1. Grievant's Name (Last, first, middle initial) <u>OLGA ANTONIO</u>		2. Home Telephone No. <u>305-221-8869</u>	
3. Seniority Date (MMDDIYY) _____	4. Status (Check one) <input type="checkbox"/> FT <input type="checkbox"/> FTF <input type="checkbox"/> PTA <input type="checkbox"/> PTF <input type="checkbox"/> TE		5. Grievant's SSN _____
6. Installation/Work Unit <u>Miami Installation - FV</u>		7. Finance Number _____	
8. NALC Branch No. <u>1571</u>	9. NALC Grievance No. <u>MIA 10-548</u>	10. Incident Date (MMDDIYY) <u>3-30-16</u>	11. Date Discussed with Supervisor (Filing Date) <u>4-12-16</u>
12a. Companion MSPB Appeal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		12b. Companion EEO Appeal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13a. Supervisor's Printed Name and Initials (Completed by Supervisor) <u>CRIST MEMBRERO</u>		13b. Steward's Printed Name and Initials (Completed by Steward) <u>JUAN RODRIGUEZ</u>	

### FORMAL STEP A - Formal Step A Parties Complete This Section

15. Issue Statement/Provide Contract Provision(s) and Frame the Issue(s)  
Past Practice of Rounding up .50 % For Annual Leave for Letter Carriers in the Miami Installation City-wide

16. Undisputed Facts (List and Attach All Supporting Documents)  
This resolution applies in the identified Attachments?  No  Yes. Number CASES, MIA 10-133 and MIA 10-847.

17. UNION'S full, detailed statement of disputed facts and contentions (List and Attach All Supporting Documents)  
Resolved as follows. The parties agree that in the Miami Installation there was and still is a past practice city wide to utilize the .50% rounding up rule on more for carriers to be on annual leave periods.

18. MANAGEMENT'S full, detailed statement of disputed facts and contentions (List and Attach All Supporting Documents)  
in the Local Agreement beginning on JAN 1 of each leave year, thus the past practice is to continue. This settlement is reached in an effort to resolve this grievance at the lowest level and in dispute of the Postmaster letter to President Mike Gill dated 3-26-16 indicating there was no past practice city wide. The file reveals documentation which supports the Union's position.

19. Remedy Requested/Offered  
This grievance at the lowest level and in dispute of the Postmaster letter to President Mike Gill dated 3-26-16 indicating there was no past practice city wide. The file reveals documentation which supports the Union's position.

20. Disposition and Date (Check one)  
 Resolved  Withdrawn  Not Resolved  
 Date of Formal Step A Meeting (MMDDIYY) \_\_\_\_\_

21a. USPS Representative Name <u>A. Aguirre</u>	21b. Telephone No. (Include Area Code) _____
21c. USPS Representative Signature <u>[Signature]</u>	21d. Date (MMDDIYY) <u>10/1/10</u>
22a. NALC Representative Name <u>Lisa Bostic</u>	22b. Telephone No. (Include Area Code) <u>576-0464</u>
22c. NALC Representative Signature <u>Juan Bostic</u>	22d. Date (MMDDIYY) <u>10-1-10</u>

cont into 1a

cc: Javier Rodriguez-Varela  
 Cesar Benitez-Doral  
 (MIA 2010-133)

AGREEMENT BETWEEN  
THE  
THE UNITED STATES POSTAL SERVICE  
AND  
THE NATIONAL ASSOCIATION OF LETTER CARRIERS  
BRANCH 1071


FEB 01 1994  
RESOLVED  
BRANCH 1071 HEADQUARTERS

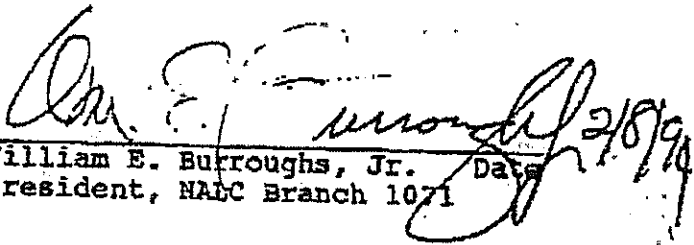
The following procedure provides for the manner in which annual leave is granted in conjunction with holiday scheduling, which will allow for a Letter Carrier not to be required to work their holiday, designated holiday, or non-scheduled day.

Annual leave must be requested for the day either immediately prior to or immediately after the day of the holiday. Annual leave must be for a full day (8 hours) period of time. Annual leave requests must be submitted prior to the posting of the holiday schedule (that is Tuesday of the week preceding the holiday) to be considered. Annual leave will be granted in accordance with the provision of the Local Memorandum of Understanding.

Once annual leave has been requested and approved prior to the posting of the holiday schedule, such annual leave cannot be canceled by either party if the subsequent holiday schedule posting requires carriers to be involuntarily scheduled to work. Management and craft members are cautioned that private "deal making" will not be tolerated.


This agreement is reached on a non-precedent, non-citable basis and does not waive either parties position relative to situations of a similar nature and applies only to the Miami Post Office, and is in lieu of, entirely canceling, a long standing handshake agreement that was intended to protect employees' long weekends and holidays when coupled with annual leave. Manipulation of the original intent has resulted in a situation that has become operationally impossible.

  
Alan S. Bane  
Manager, Human Resources  
South Florida District  
2/8/94  
Date

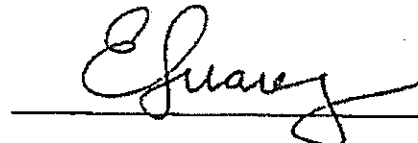
  
William E. Burroughs, Jr.  
President, NALC Branch 1071  
2/8/94  
Date

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
MIAMI POST OFFICE  
AND  
NALC BRANCH 1071

Employees who transfer from another installation or are converted to full time following the sign-up period to place their names on either the overtime desired list or work assignment list will have fourteen (14) days from the effective date of their assignment or conversion in the Miami Post Office to sign the overtime desired list or work assignment list.

 1/31/14

Michael J. Gill/President  
NALC

 1/31/14

Enrique Suarez/Postmaster  
USPS

# SOUTH FLORIDA LETTER CARRIERS

## BRANCH 1071

### National Association of Letter Carriers

14361 Commerce Way • Suite 203 • Miami Lakes, Florida 33016  
MIAMI DADE: 305-576-0464 • 305-576-0465 • FAX: 305-573-7337  
BROWARD: 954-467-6117 • 954-525-1071  
PALM BEACH: 561-737-9834 • 561-272-0059



**MARK TRAVERS**  
PRESIDENT

**JEANNETTE TRIANA**  
VICE PRESIDENT

**MARILYN RAY**  
SECRETARY

**EUGENIO PEREZ**  
EXECUTIVE VICE PRESIDENT

**STEPHON WALKER**  
TREASURER

**FREDDY FERNANDEZ**  
ASSISTANT SECRETARY-TREASURER

July 17, 2019

Stephen Kirkland/Postmaster  
Miami Post Office  
2200 NW 72 Avenue Room 514  
Miami, FL 33152-9998

RE: Local Memorandum

Enclosed is a copy of the award from Arbitrator Peter Clarke regarding the impassed items from the Miami Local Memorandum of Understanding. This award provides the mechanism for City Carrier Assistants to obtain approved annual leave.

Please ensure all offices in the Miami Installation are made aware of the process provided by Arbitrator Clarke.

Mark Travers  
President

CC: Area Managers  
All Miami Stewards  
File

Received

JUL 16 2019

Branch 1071-NALC  
HEADQUARTERS

**REGULAR ARBITRATION PANEL**

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In the Matter of the Arbitration

Between

UNITED STATES POSTAL SERVICE

And

NATIONAL ASSOCIATION OF  
LETTER CARRIERS.

---

)  
( Grievant: Class Action

)  
( Post Office: Miami, FL

)  
( USPS Case No: G16N-4G-I 18044406

)  
( NALC No.: UITEM 4

BEFORE:

PETER J. CLARKE, Arbitrator

APPEARANCES:

For the U.S. Postal Service: Luis Guerra, Labor Relations Specialist

For the Union: Francisco Pecunia-Vega, Local Business Agent

Place of Hearing:

Miami, Florida

Date of Hearing:

April 19, 2019

Date of Award:

July 5, 2019

Relevant Contract Provisions:

Items 4, 5, 7, 8, 9, and 12 of the Local Memorandum of Understanding; Article 30(B) of the National Agreement.

Contract Year:

National Agreement – 2016 – 2019  
Local Memorandum of Understanding – 2017

Type of Grievance:

Impasse

**Award Summary:**

Based on careful review of the evidence, the Arbitrator has decided to implement the Union's proposed language for Items 4, 5, 7, 8, and 12, but revised the language for Item 9 to better achieve the goals of the Union and the Postal Service.

*Peter J. Clarke*  
PETER J. CLARKE  
Arbitrator

## ISSUE

Whether the Postal Service's proposed language regarding Items 4, 5, 7, 8, 9, and 12 of the Local Memorandum of Understanding (LMOU) should be implemented? If not, what shall be the appropriate remedy?

## STATEMENT OF THE CASE

The hearing opened as scheduled on April 19, 2019 at 9:00 a.m. at the Postal facility located at 2200 NW 72nd Ave in Miami, Florida. The parties offered a Joint Exhibit (JX-2) consisting of forty-five pages. Additionally, the Postal Service provided eight exhibits (MX-1 – MX-8) and nine Arbitration Awards in support of its position. The Union provided nineteen Arbitration Awards in support of its position. Both parties were afforded time for opening, direct and cross-examination of witnesses, and closing arguments. The proceedings were taped to ensure the accuracy of the record. The record officially closed on April 19, 2019.

## RELEVANT CONTRACT PROVISIONS

Based on the facts adduced at the hearing, the Arbitrator has determined that the relevant contract provisions are the following:

**Article 30(B) (Local Implementation) of the National Agreement states, in relevant part,**

There shall be a 30-day period of local implementation to commence October 16, 2017 on the 22 specific items enumerated below, provided that no LMOU may be inconsistent with or vary the terms of the 2016 National Agreement:

\* \* \*

4. Formulation of local leave program.
5. The duration of the choice vacation period(s).
9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

**Item 4 (Formulation of Local Leave Program) of the Miami Local Memorandum of Understanding (LMOU) provides,**

- (A) Annual leave shall be scheduled on the basis of city-wide seniority within each station or branch.
- (B) Annual leave during a vacation period shall be granted on a continuous basis.
- (C) Military leave shall not constitute part of the carrier's choice vacation period.

- (D) No letter carrier will be required to work while on annual leave except in an emergency situation.
- (E) Emergency leave will be considered and may be granted in individual cases even if the request may cause 15%/16% appropriation to be exceeded.
- (F) Letter carriers on temporary Light or Limited Duty who are assigned to a different work location other than their parent unit, will have their previously approved choice Annual leave granted.

For the purpose of establishing the choice vacation percentage, the percentage will be considered as part of the letter carrier's parent unit.

- (G) Percentage of Annual Leave in each unit will be established on the basis of the Complement in that unit as of January 1, of each new leave year.
- (H) 1. Annual Leave which is turned back will be removed from the vacation scheduled and will be made available to all other carriers at that unit provided it does not exceed the allowable percentages.  
2. If a carrier, with leave approved, bids from the delivery unit, that leave will be made available to all other carriers in that unit provided it does not exceed the allowable percentage.

**Item 5 (The Duration of the Choice Vacation Periods) of the Miami LMOU states,**

- (A) The letter carrier choice vacation period will be from May 15th through October 15th.
- (B) The choice vacation period shall prevail for the duration of the Memorandum of Understanding.

**Item 7 (Whether Employees at Their Option May Request Two Selections During the Choice Vacation Period, in Units of Either 5 or 10 Days) of the Miami LMOU provides,**

Letter carriers will be granted at least one selection during the choice period up to ten (10) or fifteen (15) days applicable based upon annual leave earned.

**Item 8 (Whether Jury Duty and Attendance at National or State Conventions Shall be Charged to the Choice Vacation Period) of the Miami LMOU states,**

- (A) Leave for State and National conventions will be in addition to the 15%/16% annual leave selection. The Union will provide the Postmaster with a list of delegates at least six (6) months in advance.
- (B) Jury Duty is not charged to the choice period.

**Item 9 (Determination of the Maximum Number of Employees Who Shall Receive Leave Each Week During the Choice Vacation Period) of the Miami LMOU provides,**

- (A) At least 15% of the letter carrier force in each station and branch will be granted annual leave during the above-specified choice period, if requested, except during the months of June, July, and August. During the months of June, July, and August 16% of the letter carrier force in each station and branch will be granted annual leave if requested.
- (B) Should a letter carrier be assigned to another station or branch after the choice annual leave periods have been assigned to that unit's letter carrier complement, he/she should be given the period assigned in the previous unit, provided it does not exceed 15% of the carrier complement at this unit except during the months of June, July, and August. During the months of June, July, and August, he/she shall be given the period assigned in the previous unit, provided it does not exceed 16% of the carrier complement of this unit.
- (C) In applying the percentages, any fraction of .50 or higher will be rounded up to the next whole number.

**Item 12 (The Procedure for Submission of Applications for Annual Leave During Other Than the Choice Vacation Period) of the Miami LMOU states,**

- (A) The remainder of the carrier's annual leave shall be scheduled at any other month of the year, with the exception of the choice vacation period and the period from December 1 through December 25. Leave requests submitted on the same day by 5:00 pm will be considered in order of seniority.
- (B) Request for annual leave during other than choice vacation period shall be submitted in duplicate on form 3971 from 1 day to 90 days in advance, except for those requests which incorporate a holiday which must be submitted at least 2 working days in advance (Sundays and Holidays are not considered working days), the requests must be submitted within 2 hours of the employee's beginning tour. Requests for leave beginning Monday must be submitted no later than 2 hours after the employee's tour on Saturday. Approval or denial of requests for annual leave submitted 6 to 90 days in advance will be given no later than 72 hours after submission of the leave request to a supervisor. Approval or denial of requests for annual leave submitted 1 to 5 days in advance will be given prior to the date of the requested leave.
- (C) Incidental leave shall be approved providing the request does not increase the vacation schedule to above 15%/16% of the carrier force. In applying the percentages any fraction of .50 or higher will be rounded up to the next number.
- (D) Letter carriers on temporary light duty or temporary limited Duty, for the purpose of administering incidental annual leave will be considered in the work location for which they are working light duty or limited duty at the time of the request for leave.



This provision will be administered in accordance with the LMOU negotiated between the NALC and USPS, Miami, Florida.

**The City Carrier Assistant Leave Memorandum of Understanding (CCA Leave LMOU) provides,**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES POSTAL SERVICE  
AND THE  
NATIONAL ASSOCIATION OF LETTER CARRIERS,  
AFL-CIO**

**Re: City Carrier Assistant (CCA) Annual Leave**

Article 30 of the National Agreement and Local Memorandum of Understanding (LMOU) provisions do not apply to city carrier assistant employees, except as follows:

**In any office that does not have provisions in its current LMOU regarding annual leave selection for CCAs, the parties agree that, during the 2017 local implementation period, the local parties will, consistent with the needs of employees and the needs of management, include provisions into the LMOU to permit city carrier assistant employees to be granted annual leave selections during the choice vacation period and for incidental leave. Granting leave under such provisions must be contingent upon the employee having a sufficient leave balance when the leave is taken.**

**In the event a proposal(s) on this subject is appealed through the Article 30 impasse procedure, prior to a request for arbitration, such dispute(s) will be referred to an Alternate Dispute Resolution (ADR) team established by the national parties. The expectation is that the ADR team will reach an agreement that will allow city carrier assistants to plan for leave use while accounting for city carrier assistant absences, including during scheduled five-day service breaks.**

**Any office that currently has provisions in its LMOU regarding annual leave selection for CCAs will continue such provisions, unless modified during the upcoming local implementation period. Any impasses that arise under this paragraph will be processed in accordance with Article 30 of the National Agreement. (Emphasis Included).**

## RELEVANT FACTS

The City Carrier Assistant (CCA), a new category of non-career employee, was created by a three-person arbitration panel, led by to led by Arbitrator Shyam Das, to replace Temporary Employees.<sup>1</sup> The CCA position was added to the provisions in the 2011-2016 National Agreement.<sup>2</sup> The award, commonly referred to as the Das Award, states that a CCA will be a member of the letter carrier bargaining unit and will earn a pre-career appointment version of seniority called "relative standing."<sup>3</sup> The Das Award also established that annual leave "will be provided to CCA employees for rest, recreation, emergency purposes, and illness or injury."<sup>4</sup> The CCA role was revised in the 2016-2019 National Agreement. The updated language is identified from the original text with bold face type throughout the Agreement.<sup>5</sup>

The National Agreement between the United States Postal Service (Postal Service) and the National Association of Letter Carriers (Union) recognizes the impossibility that a single agreement, on the national level, could manage detailed matters relating to local conditions. To govern local matters, Article 30 of the National Agreement has designated a thirty-day negotiations period, which commenced on October 16, 2017, for the local Postal installations to negotiate a Local Memorandum of Understanding (LMOU) with the local branches of the Union. The LMOU is used to implement items pertaining to local matters such as overtime, leave, and holiday schedules.

The Miami installation consists of thirty stations. LMOU negotiations between Postal Management and the Union in Miami, Florida, were initiated in the last week of September 2017, in anticipation of the date designated by the National Agreement. The negotiations resulted in an impasse regarding proposed language for Items 4, 5, 7, 8, 9, 11, and 12 the LMOU; the parties

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<sup>1</sup> See Arbitration board issues award, sets terms of the 2011-2016 National Agreement, NALC.ORG, (Jan. 10, 2013)(<https://www.nalc.org/news/nalc-updates/arbitration-board-issues-award-sets-terms-of-the-2011-2016-national-agreement>)

<sup>2</sup> See 2011-2016 National Agreement Between the National Association of Letter Carriers and the United States Postal Service at 137.

<sup>3</sup> See Arbitration board issues award, sets terms of the 2011-2016 National Agreement, NALC.ORG, (Jan. 10, 2013)(<https://www.nalc.org/news/nalc-updates/arbitration-board-issues-award-sets-terms-of-the-2011-2016-national-agreement>)

<sup>4</sup> *Id.*

<sup>5</sup> See 2016-2019 National Agreement at vi.

appealed in November 2017.

Regional representatives from the Postal Service and the Union met to negotiate a resolution on the Items in question. The parties were unable to reach an agreement regarding the items in question and the grievance was then appealed to arbitration to be heard by this duly appointed arbitrator.

## DISCUSSION AND OPINION<sup>6</sup>

### The Union's Position

The Union contends that it made several fair and reasonable proposals to provide for Choice Vacation (CVP) and Incidental leave for the City Carrier Assistants (CCAs) throughout the negotiations process for the Miami Postal Facilities Local Memorandum of Understanding (Miami LMOU). The Union argues that the CCA position is not a supplemental workforce position, it is a flexible position comparable to the Part-Time Flexible Employee (PTF). The CCA position was created in the 2011-2016 National Agreement to accommodate the Postal Service while the PTF position was phased out.<sup>7</sup> The CCA classification was continued and expanded in the 2016-2019 National Agreement.<sup>8</sup> The Union asserts that incorporating the CCAs into the Carrier Complement for leave purposes will not impose an additional burden on the Postal Service. The CCAs have never had the contractual right to request and receive annual leave and are only allowed leave at the Postal Service's discretion; the expansion of the position in the 2016-2019 National Agreement has given the CCAs that right. The current memorandum states in part that "consistent with the needs of management and the needs of the employees, the local parties will include provisions in the LMOU to permit city carrier assistants to be granted annual leave selections during both the choice and incidental leave periods."<sup>9</sup> There is nothing discretionary about this language, no one at the local level should unilaterally disregard a national mandate.

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<sup>6</sup> Even though no reference may be specifically made, the Arbitrator considered all of the parties' contentions and reviewed the evidence and arbitration awards submitted.

<sup>7</sup> See 2011-2016 National Agreement Between the National Association of Letter Carriers and the United States Postal Service at 137.

<sup>8</sup> See 2016-2019 National Agreement Between the National Association of Letter Carriers and the United States Postal Service.

<sup>9</sup> See National Agreement at 18-19.

The Union contends that the CCA is a part of the Carrier Craft and the language in the Miami LMOU should be changed to reflect the addition of the CCAs to the Carrier Craft. The Union proposes that the language "[t]his language applies to career and CCA employees" should be added to Items 4, 5, 7, 8, 9, and 12 of the Miami LMOU, in order to include the CCA in the Carrier Complement. The Union argues that although it is not necessary to include the language because nothing separates the CCAs from the City Carriers, the language must be changed to ensure that CCAs are able to bid on CVP and Incidental leave as part of the Complement, career and non-career letter carriers. Further, the Union argues that the language should be added because the position existed when the LMOU was written and implemented; this is evidenced by Item 13 of the current LMOU, which includes CCAs as part of the pecking order for Holiday Scheduling.<sup>10</sup>

The purpose of LMOU negotiations was to include provisions for CCAs to request CVP and Incidental leave as part of the Carrier Complement. The Union argues that the leave rights for the CCAs should be a part of the total pay and benefits package negotiated for the CCAs and will allow the Postal Service to retain CCAs for longer periods of time; which will benefit the Postal Service. The Union asks that its proposal to include "[t]his language applies to career and CCA employees" into Items 4, 5, 7, 8, 9, and 12 of the Miami LMOU be adopted in its entirety.

#### **The Postal Service's Position**

The Postal Service contends that CCAs should not be considered as a part of the Carrier Complement when determining the choice and incidental leave percentages. The Postal Service argues that all employee classifications are outlined in Article 7 of the National Agreement, which classifies the CCA as a supplemental work force of the Letter Carrier Craft. The Postal Service argues that, as the moving party, the Union has the burden to prove that a change is needed; in the instant case, the Union must show the need to include the CCA as a part of the Carrier Complement in Items 4, 5, 7, 8, 9, and 12 of the Miami LMOU. The Union must also address the existence of an issue with the current language and why it must be corrected.

The Union is attempting to amend that language, on the local level, to include CCAs into the full-time regular carrier percentage allowed off on leave during the established CVP. The

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<sup>10</sup> See Miami LMOU, IX-2 at 13.

Postal Service argues that adding the CCAs as part of the of the carrier complement will be difficult for Postal Management as they are already inundated with scheduling issues due to sick calls from employees, employees who are nonscheduled days off, and the 15%-16% of employees on annual leave during CVP. Allowing more employees time off would render Postal operations ineffective.

By suggesting that the CCAs should be included in the Carrier Complement, the Union is attempting to circumvent the National Agreement and allow the CCAs to bid for CVP, consistent with the needs of *all* Letter Carrier Craft employees, not just CCAs. This is unacceptable. The Postal Service argues that increasing the percentage of employees who are allowed leave will result in the creation of additional leave spots that are unnecessary and will have a negative impact on Postal Management, which will result in more overtime and impact service, especially during holiday weeks and Amazon Sunday deliveries.

In November 2017, the Postal Service offered three reasonable proposals which included provisions that permitted CCAs to be granted annual leave selections during the CVP and incidental leave for periods other than CVP.<sup>11</sup> The Proposals are as follows:

**Proposal 1:**

City Carrier Assistants, [CCAs], may apply for annual leave during the choice vacation period as follows:

In any week that an available slot or slots for regular carriers are not filled during the choice vacation period, a CCA shall be granted annual leave up to 10% of CCAs — but no more than available slots.

CCAs may apply for annual leave during the choice vacation period based on their relative standing.

The granting of choice vacation leave is contingent upon the CCA employee having a leave balance of at least 40 hours of annual leave.

CCAs will not be included in the calculations of percentage of carriers allowed off during each week of the choice vacation period.<sup>12</sup>

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<sup>11</sup> See Management Proposal, IX-2 at 17-19.

<sup>12</sup> See Management Proposal, IX-2 at 17.

**Proposal 2:**

City Carrier Assistants, [CCAs], may apply for annual leave during the choice vacation period as follows:

In any week that an available slot or slots for regular carriers are not filled during the choice vacation period, a CCA shall be granted annual leave up to 10% of CCAs — but no more than available slots.

CCAs may apply for annual leave during the choice vacation period based on their relative standing.

The granting of choice vacation leave is contingent upon the CCA employee having a leave balance of at least 40 hours of annual leave.

CCAs will not be included in the calculations of percentage of carriers allowed off during each week of the choice vacation period.

All incidental leave request made by CCAs during the choice vacation period will be submitted to the unit supervisor and approval/disapproval will be made at the unit.

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.<sup>13</sup>

**Proposal 3:**

City Carrier Assistants, [CCAs], may apply for annual leave during the choice vacation period as follows:

CCAs may apply for annual leave during the choice vacation period based on their relative standing.

The granting of choice vacation leave is contingent upon the CCA employee having a leave balance of at least 40 hours of annual leave.

CCAs will not be included in the calculations of percentage of carriers allowed off during each week of the choice vacation period.

All incidental leave request made by CCAs during the choice vacation period will be submitted to the unit supervisor and approval/disapproval will be made at the unit.

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.

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<sup>13</sup> See Management Proposal, JX-2 at 18.

The percentages will be reduced by 2% that are referenced in items 8, 9, and 12.<sup>14</sup>

The Postal Service argues that this proposal was consistent with the needs of the CCAs, Career Carriers, and Postal Management. Further, these three proposals complied with the requirements under the CCA Annual Leave MOU. The Postal Service requests that the Union's proposals be denied in their entirety and the Postal Service's proposed language be implemented in the Miami LMOU.

### Analysis

In matters of negotiations of Local Memorandum of Understanding (LMOU), Arbitrators are sometimes called upon to decide whether to implement either party's proposal, draft their own new language to the LMOU or simply retain the current language.<sup>15</sup> An Arbitrator must determine whether the proposal should be implemented as written or whether he must modify its language.<sup>16</sup> In this case, the Arbitrator is presented with a proposal from the Union to add "[t]his language applies to career and CCA employees" into Items 4, 5, 7, 8, 9, and 12 of the Miami LMOU, and three proposals, presumably for Item 9, from the Postal Service. Based on careful review of the evidence, the Arbitrator has decided to implement the Union's proposed language for Items 4, 5, 7, 8, and 12, but revise the language for Item 9 to better achieve the goals of the Union and the Postal Service.

### *The City Carrier Assistant as part of the Carrier Complement*

To decide what language to adopt into the Miami LMOU, the arbitrator must first decide if the CCA position is a part of the Carrier Complement. The Union argues that the CCA position should be included in the carrier complement. The Postal Service argues that the carrier complement should not include the CCAs.

The Postal Service contends that adding the CCAs to the carrier complement is barred by Article 7 of the National Agreement. The Postal Service submitted several Arbitration Awards in

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<sup>14</sup> See Management Proposal, JX-2 at 19.

<sup>15</sup> See Arbitrator Peter J. Clarke, H01N-4H-I 08065743 at 7 (June 2009) (citing Arbitrator Gold, B94-4B-I 96040113) (Deciding to implement the Union's proposed modification of Applications for Annual Leave with modification).

<sup>16</sup> See Arbitrator Peter J. Clarke, H01N-4H-I 08065743 at 7 (June 2009).

favor of their position that CCAs should not be included in the carrier complement. As the Arbitrator has previously stated, this argument is without merit.<sup>17</sup> First, as Arbitrator Tobie Braverman has stated, the new language of Article 30 no longer makes any reference to the Choice Vacation Period provision of Article 10.3.D. Arbitrator Braverman states, "[t]his deletion is significant, and appears to be clearly intended to broaden the rights of CCAs to make vacation selections . . . [t]he agreed upon language in the MOU thus no longer specifically excludes consideration of the CCA's in the complement for determining the number of carriers who may be off during choice vacation periods."<sup>18</sup> Other decisions made in favor of excluding the CCA from the carrier complement are relying on language from the 2011-2016 National Agreement and Q&As.<sup>19</sup> Reliance on the 2011-2016 National Agreement is unreasonable based on the amount of language that was added to the CCA Leave MOU in the 2016-2019 National Agreement. The 2011-2016 Agreement is outdated and should not be used to determine CCA leave that was addressed in the 2016-2019 National Agreement.

Second, according to Appendix B of the National Agreement, which is a reprinting of the Das Award, "[t]he CCA work force is comprised of noncareer, *city letter carrier bargaining unit employees*."<sup>20</sup> (Emphasis Added). The Das Award further explains that the CCA is the only non-career category in the NALC bargaining unit.<sup>21</sup> The language of the Das Award clearly states that the CCA is a position that is intended to be included in the letter carrier bargaining unit, which would support their inclusion in the carrier complement for purposes of determining the amount of employees allowed to take leave at the same time.

*Items 4, 5, 7, 8, and 12 of the Local Memorandum of Understanding*

As the Arbitrator has stated in the paragraphs above, the CCA is intended to be included in the Carrier Complement. The following items are used to define the formulation of the leave

<sup>17</sup> See Arbitrator Peter J. Clarke, G16N-4G-I 18051173 at 8 (November 4, 2018)(Deciding to include the CCA craft in the carrier complement for the purposes of choice vacation leave in the Pasadena, Texas Postal Facility).

<sup>18</sup> See Arbitrator Tobie Braverman, C16N-4C-1 18048665, 18058681 at 10. (July 16, 2018)(Deciding to permit the inclusion of the CCAs in the carrier complement).

<sup>19</sup> See Arbitrator Joseph W. Duffy, E16N-4E-I 18044774 at 6 (June 4, 2018)(Deciding that the CCA is not part of the carrier complement).

<sup>20</sup> See National Agreement at 130.

<sup>21</sup> See National Agreement at 131.



program, when the CVP period begins and ends, and the number of selections that can be made by each carrier. Adding the additional language to provide for the CCAs, as proposed by the Union, will ensure that the CCAs are included in the in the carrier complement. The LMOU should include the following language:

**Item 4 - Formulation of Local Leave Program**

This following language applies to City Carriers and City Carrier Assistants.

- (A) Annual leave shall be scheduled on the basis of city-wide seniority within each station or branch.
- (B) Annual leave during a vacation period shall be granted on a continuous basis.
- (C) Military leave shall not constitute part of the carrier's choice vacation period.
- (D) No letter carrier will be required to work while on annual leave except in an emergency situation.
- (E) Emergency leave will be considered and may be granted in individual cases even if the request may cause 15%/16% appropriation to be exceeded.
- (F) Letter carriers on temporary Light or Limited Duty who are assigned to a different work location other than their parent unit, will have their previously approved choice Annual leave granted.

For the purpose of establishing the choice vacation percentage, the percentage will be considered as part of the letter carrier's parent unit.

- (G) Percentage of Annual Leave in each unit will be established on the basis of the Complement in that unit as of January 1, of each new leave year.
- (H) 1. Annual Leave which is turned back will be removed from the vacation scheduled and will be made available to all other carriers at that unit provided it does not exceed the allowable percentages.  
2. If a carrier, with leave approved, bids from the delivery unit, that leave will be made available to all other carriers in that unit provided it does not exceed the allowable percentage.

**Item 5 - The Duration of the Choice Vacation Periods**

- (A) The letter carrier choice vacation period will be from May 15th through October 15th.
- (B) The choice vacation period shall prevail for the duration of the Memorandum of Understanding.
- (C) This language applies to City Carriers and City Carrier Assistants.

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

- (A) Letter carriers will be granted at least one selection during the choice period up to ten (10) or fifteen (15) days applicable based upon annual leave earned.
- (B) This language applies to City Carriers and City Carrier Assistants.

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

- (A) Leave for State and National conventions will be in addition to the 15%/16% annual leave selection. The Union will provide the Postmaster with a list of delegates at least six (6) months in advance.
- (B) Jury Duty is not charged to the choice period.
- (C) This language applies to City Carriers and City Carrier Assistants.

**Item 12 - The Procedure for Submission of Applications for Annual Leave During Other Than the Choice Vacation Period.**

- (A) The remainder of the carrier's annual leave shall be scheduled at any other month of the year, with the exception of the choice vacation period and the period from December 1 through December 25. Leave requests submitted on the same day by 5:00 pm will be considered in order of seniority.
- (B) Request for annual leave during other than choice vacation period shall be submitted in duplicate on form 3971 from 1 day to 90 days in advance, except for those requests which incorporate a holiday which must be submitted at least 2 working days in advance (Sundays and Holidays are not considered working days), the requests must be submitted within 2 hours of the employee's begin to-ir. Requests for leave beginning Monday must be submitted no later than 2 hours after the employee's tour on Saturday. Approval or denial of requests for annual leave submitted 6 to 90 days in advance will be given no later than 72 hours after submission of the leave request to a supervisor. Approval or denial of requests for annual leave submitted 1 to 5 days in advance will be given prior to the date of the requested leave.
- (C) Incidental leave shall be approved providing the request does not increase the vacation schedule to above 15%/16% of the carrier force. In applying the percentages any fraction of .50 or higher will be rounded up to the next number.
- (D) Letter carriers on temporary light duty or temporary limited Duty, for the purpose of administering incidental annual leave will be considered in the work location for which they are working light duty or limited duty at the time of the request for leave.
- (E) To ensure that City Carriers (full-time and part-time regular) and CCAs have an equal opportunity to take incidental leave, the ratio of employees on leave should be as follows:

According to the percentage of City Carriers and CCAs in the complement; however, the amount of CCAs on leave must not

exceed ten percent (10%) of the total number of employees allowed leave on any given day. If necessary, accepted rounding procedures will be followed.

This provision will be administered in accordance with the LMOU negotiated between the NALC and USPS, Miami, Florida.

*Item 9 of the Miami Local Memorandum of Understanding*

The City Carrier Assistant Leave Memorandum of Understanding (CCA Leave LMOU) does not give instructions to local installations on the number of employees allowed leave at any given time. The CCA Leave LMOU reserves the formulation of the leave program to the local parties, which should include the procedure for leave and address the number of employees allowed on leave. Therefore, it is imperative that the leave program is negotiated by the local parties and included in the local LMOU. In the instant case, the Miami LMOU states that the number of slots available for each week of vacation is based on fifteen (15) to sixteen (16) percent of the carrier complement. The current version of Item 9 reads:

- (A) At least 15% of the letter carrier force in each station and branch will be granted annual leave during the above-specified choice period, if requested, except during the months of June, July, and August. During the months of June, July, and August 16% of the letter carrier force in each station and branch will be granted annual leave if requested.
- (B) Should a letter carrier be assigned to another station or branch after the choice annual leave periods have been assigned to that unit's letter carrier complement, he/she should be given the period assigned in the previous unit, provided it does not exceed 15% of the carrier complement at this unit except during the months of June, July, and August. During the months of June, July, and August, he/she shall be given the period assigned in the previous unit, provided it does not exceed 16% of the carrier complement of this unit.
- (C) In applying the percentages, any fraction of .50 or higher will be rounded up to the next whole number.

The Postal Service has written three proposals to add language to Item 9 of the LMOU.

The Proposals are as follows:

**Proposal 1:**

City Carrier Assistants, [CCAs], may apply for annual leave during the choice vacation period as follows:

In any week that an available slot or slots for regular carriers are not filled during the choice vacation period, a CCA shall be granted annual leave up to 10% of CCAs — but no more than available slots.

CCAs may apply for annual leave during the choice vacation period based on their relative standing.

The granting of choice vacation leave is contingent upon the CCA employee having a leave balance of at least 40 hours of annual leave.

CCAs will not be included in the calculations of percentage of carriers allowed off during each week of the choice vacation period.<sup>22</sup>

**Proposal 2:**

City Carrier Assistants, [CCAs], may apply for annual leave during the choice vacation period as follows:

In any week that an available slot or slots for regular carriers are not filled during the choice vacation period, a CCA shall be granted annual leave up to 10% of CCAs — but no more than available slots.

CCAs may apply for annual leave during the choice vacation period based on their relative standing.

The granting of choice vacation leave is contingent upon the CCA employee having a leave balance of at least 40 hours of annual leave.

CCAs will not be included in the calculations of percentage of carriers allowed off during each week of the choice vacation period.

All incidental leave request made by CCAs during the choice vacation period will be submitted to the unit supervisor and approval/disapproval will be made at the unit.

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.<sup>23</sup>

**Proposal 3:**

City Carrier Assistants, [CCAs], may apply for annual leave during the choice vacation period as follows:

CCAs may apply for annual leave during the choice vacation period based on their relative standing.

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<sup>22</sup> See Management Proposal, JX-2 at 17.

<sup>23</sup> See Management Proposal, JX-2 at 18.

The granting of choice vacation leave is contingent upon the CCA employee having a leave balance of at least 40 hours of annual leave.

CCAs will not be included in the calculations of percentage of carriers allowed off during each week of the choice vacation period.

All incidental leave request made by CCAs during the choice vacation period will be submitted to the unit supervisor and approval/disapproval will be made at the unit.

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.

The percentages will be reduced by 2% that are referenced in items 8, 9, and 12.<sup>24</sup>

The Union has only requested to include "[t]his language applies to career and CCA employees" into the current language of Item 9. The Union has not made any arguments in changing the language to ensure that CCAs will be granted CVP. Expanding the carrier complement to include the CCAs would merely increase the number of slots available for vacation which would undoubtedly be taken by carriers with more seniority. Implementing the language proposed by the Postal Service would interfere with the CCAs right to use their newly appointed leave; however, implementing the Union's proposed language would burden the Postal Service with the covering an increased amount of regular employees on leave.

As such, the Arbitrator feels that the following language should be adopted:

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

- (A) At least 15% of the letter carrier force, including City Carrier Assistants, in each station and branch will be granted annual leave during the above-specified choice period, if requested, except during the months of June, July, and August. During the months of June, July, and August 16% of the letter carrier force in each station and branch will be granted annual leave if requested.
- (B) Should a letter carrier be assigned to another station or branch after the choice annual leave periods have been assigned to that unit's letter carrier complement, he/she should be given the period assigned in the previous unit, provided it does not exceed 15% of the carrier complement at this unit except during the months of June, July, and August. During the months of June, July, and August, he/she shall be given the period assigned in the previous unit, provided it does not exceed 16% of the carrier complement of this unit.

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<sup>24</sup> See Management Proposal, IX-2 at 19.

- (C) CCAs may apply for annual leave during the choice vacation period based on their relative standing. The granting of choice vacation leave is contingent upon the CCA employee having a leave balance of at least 40 hours of annual leave.
- (D) In applying the percentages, any fraction of .50 or higher will be rounded up to the next whole number.
- (E) To ensure that City Carriers (full-time and part-time regular) and CCAs have an equal opportunity to pick Choice Vacation Periods, the ratio of employees on leave should be as follows:

According to the percentage of City Carriers and CCAs in the complement; however, the amount of CCAs on leave must not exceed ten percent (10%) of the total number of employees allowed leave on any given day. If necessary, accepted rounding procedures will be followed.

#### **AWARD**

Based on the foregoing, the Arbitrator has decided to implement the Union's proposed language for Items 4, 5, 7, 8, and 12, but revise the language for Item 9 to better achieve the goals of the Union and the Postal Service. The new language as stated herein regarding Items 4, 5, 7, 8, 9 and 12 shall be substituted for the previous language in the Miami LMOU.

July 5, 2019

PETER J. CLARKE  
Arbitrator