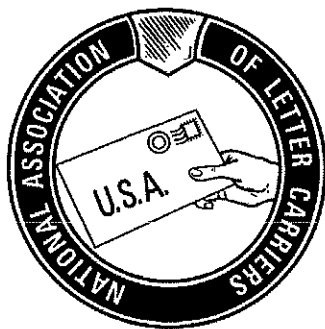


**LOCAL MEMORANDUM
OF UNDERSTANDING
BETWEEN THE
NALC, WEST COAST FLORIDA
LETTER CARRIERS
BRANCH 1477
&
THE U.S. POSTAL SERVICE,
PALMETTO, FLORIDA**

2019-2023



Local Memorandum of Understanding – Palmetto/NALC

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNITED STATES POST OFFICE
PALMETTO, FLORIDA**

AND

**NATIONAL ASSOCIATION OF LETTER CARRIERS,
AFL-CIO BRANCH 1477,
West Coast Florida Letter Carriers**

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on May 28, 2021 between the representatives of the United States Postal Service Palmetto, Florida and the designated agent of NALC Branch 1477, West Coast Florida Letter Carriers pursuant to the Local Implementation Provisions of the 2019 National Agreement.

This Local Memorandum of Understanding shall be in full force and effect until midnight May 20, 2023, 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.

<i>Jewachen</i>	<i>5/27/2021</i>	<i>M. D. Doherty</i>	<i>5/27/2021</i>
President	Date	Postmaster	Date
Branch 1477, NALC		USPS, Palmetto	

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ITEM #1 – ADDITIONAL OR LONGER WASH-UP PERIODS.

It is the position of the U.S. Postal Service that those employees in the Letter Carrier craft that perform dirty work or handle toxic materials should be granted such time as is reasonable and necessary for washing-up. This is to include the period of time prior to his/her lunch break. When requested by the employee and approved by the route examiner, reasonable and necessary time to wash-up will not be deducted from Street Time during the week of inspection except when the need was the result of an unusual situation.

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

All Full-Time and Part-Time Regular Letter Carriers in the Palmetto Florida Post Office shall continue to be on a rotating day off schedule with the regular work week running from Saturday through Friday.

ITEM #3 – GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

- 1. The suspension of operations under emergency conditions will be declared by the Postmaster or Designee after consultation with local authorities. Management will notify Carriers on the street when operations have been suspended, or dangerous conditions exist. In the event of any emergency condition or Act of God requiring the curtailment or termination of Postal Operations, management will issue official instruction to its employees through the Suncoast Hotline at 1-888-363-7462.*
- 2. Management shall not require a letter carrier covered under this agreement to work in any area where a riot or bomb threat emergency condition has been determined.*
- 3. Carriers may temporarily curtail mail delivery during a period of extreme lightning, or at any time weather conditions develop that are of a safety concern. Carriers are expected to use responsible, intelligent discretion when confronted with an imminent emergency. Safety will be the primary consideration in any emergency.*
- 4. Carriers covered under this agreement are reminded to continue to call ERMS for any absence after suspended service is re-instituted.*

ITEM #4 – FORMULATION OF LOCAL LEAVE PROGRAM.

- 1. The sign-up period for the New Year to determine that period(s) for Annual Leave shall begin the second Monday in December.*

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2. *The number of all Carriers on Annual Leave at any given time will not exceed fourteen (14%) percent or 10% as defined in Item # 9.1 (rounded to the next higher number for any fraction over .5) of Carriers available on rolls at the beginning of the selection period.*
3. *No later than December 1st, a copy of the vacation pick-list (a chart showing all employees names by seniority and the available leave "slots") will be posted in the delivery unit.*
4. *The total Annual Leave selections will not exceed 14% of the entire career Carrier work force, for each week for the leave year.*
5. *The Chart will list the Carriers, in groups of 14% in the following order: Full-time regular, Part-time flexible, Part-time regular and City Carrier Assistants in order of seniority for each classification. For this agreement, the relative standing of the City Carrier Assistants will be referred to as "seniority" throughout this agreement.*
6. *Each group of 14% of the Carriers from each group will be allowed a maximum of three (3) calendar days to make their selection from available periods.*
7. *Should any Carrier fail to make their selection during the allotted time, they must forfeit their right to select until all others have been afforded the opportunity to select.*
8. *Conflicts as to available period shall be decided by seniority. An employee may select up to the number of days provided for in Article X of the National Agreement.*
9. *Selection will be made by Carriers, submitting PS Form 3971's to the Supervisor who will post the Carriers names in the space selected on the pick list. Forms will be submitted in duplicate.*
10. *Carriers will be responsible for providing written information through either, their Union Representative or their Supervisor if they should be absent during the selection period.*
11. *Leave shall not be denied on the speculation that Sick Leave or overtime might be required.*
12. *Carriers may cancel their "Choice" Annual Leave request providing a written notice if intent to cancel has been submitted to the Unit Supervisor with a copy of the Union Steward. When this occurs, the Supervisor will post that time for other employees to apply for the leave time. When posted it will remain posted for three (3) days. Carriers with seniority below that of the relinquishing Carrier shall have the first opportunity to apply for that period.*

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13. Annual Leave over and above the 14% requirement may be granted at the discretion of the Management.

ITEM #5 – THE DURATION OF THE CHOICE VACATION PERIOD.

The Choice Vacation period shall begin the second Monday of January through the last full week of November.

ITEM # 6 – THE DETERMINATION OF THE BEGINNING DAY OF ANY EMPLOYEES VACATION PERIOD.

All Annual Leave of full weeks will commence on Mondays and expire on Sunday.

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

1. During the Choice Vacation period employees may at their option, request two (2) selections in units of either five (5) or ten (10) working days, as outlined in Article 10, of the National Agreement.
 - a. The total not to exceed ten (10) days for those who earn thirteen (13) days.
 - b. The total not to exceed fifteen (15) days for those who earn 20 or 26 days.

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

The time set aside for State or National Conventions or Jury Duty will not 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.

1. During the Choice Vacation period, at least 14% of the total Carrier workforce will be allowed on Annual Leave when requested as outlined in Article 30, Item 4. The actual number of Carriers to be granted leave will be determined by multiplying the total number of Carriers by 14% and rounding up when the number is .5 or higher and rounding down when the number is .49 and lower. In applying this agreement, it is agreed 14% will apply, except between the first full pay period in December to the first full pay period in January in which case 10% will apply.
2. The following provisions shall address the parties' agreement regarding the submission and approval provisions applicable to CCA Annual Leave during the Choice Vacation Period: CCA employees shall be granted up to ten (10) days of

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continuous Annual Leave during the Choice Vacation Period in accordance with Article 10.2.D of the National Agreement.

- a. *The Installation Head shall meet with the representative of the Union prior to the first day of submission for Choice Vacation Leave to determine the amount of Annual Leave accumulated by each Part-Time Flexible and City Carrier Assistant, to project the potential Annual Leave accrual during the appointment period of each CCA.*
- b. *The Installation Head and Representative of the Union shall determine the projected eligibility dates that each CCA employee will have sufficient leave balance to take a single block of Annual Leave during the Choice Vacation Period consisting of units of either five (5) or ten (10) working days, the total not exceeding the ten (10) days addressed in Article 10.3. D.1.*
- c. *The granting of previously approved Annual Leave is contingent upon the CCA having an adequate balance to support the approved request when the Annual Leave is used. In any case of previously approved Annual Leave request of a single selection consisting of the (10) working days in which the CCA does not have a sufficient Annual Leave balance available at the time the leave is to be taken, the CCA shall be granted a single selection of five (5) working days at their option within the previously approved ten (10) working day period provided they have a sufficient Annual Leave balance for the leave, at the time the leave is to be taken. The CCA leave cancellation policy shall be the same process as the career leave cancellation procedure.*

ITEM #10 – THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEUDLE APPROVED FOR SUCH EMPLOYEES.

The official notice of approval of Annual Leave for Choice Period will be one (1) approved copy of PS Form 3971. Request(s) for Choice Period shall be submitted on PS Form 3971 in duplicate. One (1) copy retained by Management; one (1) copy returned to the employee.

ITEM #11 – DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEE OF THE BEGINNING OF THE NEW LEAVE YEAR.

No later than December 1st of each year Management shall post on the office bulletin board and announce at a safety talk the beginning date of the new leave year.

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

1. Fourteen percent (14%) or ten percent (10%) (as defined in Item # 9.1) of the total Carrier work force will be permitted to have "other" (incidental) leave.
2. Upon the completion of the selection period for Choice Leave identified in Item 4 of this Memorandum, the break in service for the City Carrier Assistants scheduled between October 15th and May 15th will be counted against the 14 % for "other" leave. In circumstances that a "slot" is held, and the break in service is impacted by conversion or separation, the leave slot will be made available throughout the year for "other" leave and its release will be communicated to the unit.
3. Request for leave other than that mentioned in Item #4 and above:
 - a. Shall be continued to permit the applicable leave percentage of the delivery unit to be absent on leave providing the employee then has leave available.
 - b. During the leave year, open leave days will be applied for by Tuesday prior to the service week for which leave is requested. Request for leave in a Holiday week must be submitted the Monday prior to the posting of the Holiday schedule. Applications will be considered on first-come basis.
 - c. Any Leave submitted after Monday/Tuesday preceding the work week will not be automatically denied and full consideration will be given.
 - d. Leave shall be granted on any given day for that day when replacements can be obtained without additional cost or impairment to the Service.
4. All leave applications for "other leave" will be submitted by the Carrier, in duplicate, and handed to the Supervisor who will initial the request at the time of submission. A copy will be given to the Carrier as a receipt.
5. Leave will not be denied based on the speculation that overtime may be required, or Sick Leave may be used, if the number permitted off has not been reached and the period is otherwise available.
6. Leave applications will be decided on within three (3) days, otherwise the Leave is approved.

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

Management will select Letter Carriers to work on Holidays in the following order:

1. All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.

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2. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday—by seniority.
3. City carrier assistant employees.¹
4. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day—by seniority.
5. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their non-scheduled day—by inverse seniority.
6. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their holiday or designated holiday—by inverse seniority.

Each unit Supervisor will obtain a list of volunteers by contacting all employees who are (1) non-scheduled during the designated Holiday, (2) whose Holiday it is. The Holiday schedule will be posted on Tuesday of the week preceding the week in which the Holiday falls. The posting will be made prior to employees end tour.

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

The Overtime Desired List will be established by craft within the installation, in accordance with Article 8, Section 5 of the National Agreement.

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

When a Light Duty assignment is requested, Management will provide work consistent with the Medical Limitations of the employee, when available.

ITEM #16 – THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENT SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED.

Prior to assigning Light Duty, Management will consult with the local Shop Steward or Alternate, so that no regularly assigned member of the regular work force will be adversely affected.

¹ When necessary to reach item #3 in the Holiday Pecking Order the City Carrier Assistants will be scheduled first as volunteers by seniority then non-volunteers by inverse seniority.

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

1. *It is agreed that Light Duty Assignments within the Palmetto Installation for Letter Carriers may include duties, where qualified and capable based on their restrictions, involving but not limited to the following:*
 - a. *Assisting Routes by setting up mail, casing, flat assistance, UBBM.*
 - b. *Collection Management System Quality Control.*
 - c. *Delivery of Express Mail and Collection Mail, if within physical limitations.*
 - d. *Auxiliary Assistance, consistent with restrictions.*
 - e. *Assist with DPS Quality Control.*
 - f. *CFS Review Mail to include assistance with forwardable mail (parcel post-acct mail).*
 - g. *Assist with Centralized Delivery Program.*

ITEM #18 – IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCEEDED TO THE NEEDS OF THE SECTION.

A section shall be defined as a zip code. Where there is more than one (1) delivery unit in a ZIP Code, then each delivery unit shall be considered a section for excessing an employee.

ITEM #19 – THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

1. *Management will provide parking for employees only on those existing spaces which are excess to the needs of the Postal Service. Priority will be given for Postal owned or leased vehicle.*
2. *The NALC President will be permitted to park in a space available basis in a non-designated space in the Customer Parking Lot.*

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ITEM #20 – THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION SCHEUDLED IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN.

Full or Part-Time employees will be granted Annual Leave or Leave Without Pay at the election of the employee to attend National, State and Regional Union Conventions (Assemblies) provided that a request for leave has been submitted by the employee to the Installation Head as soon as practicable and provided that approval of such leave does not seriously adversely affect the service needs of the installation. This leave will not be considered a part of the Choice Vacation plan but will be considered as part of the maximum number of employees to be on leave.

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

1. *When there is a change in a route of more than one (1) hour in starting time, the route will be reposted at the option of the Carrier.*
2. *The length of time for posting notice of vacancies is six (6) days.*
3. *When a Letter Carrier Route or Full-Time Duty Assignment, other than the Letter Carrier route(s) or Full-Time Duty Assignments of the junior employees, is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, and housing projects, all routes and Full-Time Duty Assignments at that unit held by Letter Carriers who are junior to the Carrier(s) whose route(s) or Full-Time Duty Assignments was abolished shall be posted for bid in accordance with the posting procedures in this article.*
4. *Overtime Equitability: during quarter, all overtime hours worked by, and all opportunities offered to employees on the "Overtime Desired" list (worked on and/or off the ODL carrier's duty assignment) will be posted weekly in the delivery unit for review.*
 - a. *Upon request in writing for official time the unit steward will be afforded time each week to review the Equitability Report posting and discuss with the supervisor the distribution of the overtime.*
 - b. *As necessary, the parties will jointly meet with the unit supervisors and stewards to clarify questions that may arise in the fair distribution of overtime throughout the quarter.*
5. *The T-6 Utility Carriers shall work their assignment as bid during the posting period, in proper sequence, except as follows:*

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- a. *When the regular Carrier on one of the T-6/Utility Carriers routes is called or scheduled in on their n/s day, the T-6/Utility Carrier will move to an open route within his/her swing.*
- b. *If no open route exists, the T-6 will bump a Full-time Regular, Part-time Flexible or City Carrier Assistant holding a temporary bid (the junior Carrier, if more than one) on one of the routes in his/her swing.*
- c. *If there is no open route and no routes being served on the temporary hold-down within the T-6/Utility Carriers swing of five (5) routes, the T-6 may be used outside his/her swing of five (5) routes.*

ITEM #22 – LOCAL IMPLEMENTATIONS OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTINGS.

1. *Seniority will be a guide, but not the sole determining factor in filling vacant assignments on a day-to-day basis.*
2. *When a reduction in force is necessary in a unit, the reduction will be by juniority in the craft.*
3. *When filling assignments which will be temporarily vacant for five (5) or more working days, the senior unassigned Carrier who provides a properly completed union provided bid form to the Supervisor by the close of business on Tuesday prior to the service week, will be awarded that assignment.*
4. *Reassignment will be kept to a minimum. Prior to an employee being reassigned for the bid, unit Management will survey to determine if there is sufficient work in the unit to prevent the reassignment.*
5. *All bid postings and bid award notices will be supplied to the NALC President for review.*
6. *Signing Overtime Desired Lists: In the Palmetto Installation, it is agreed that when employees transfer from another installation or part-time flexible carriers or city carrier assistants are converted to full-time regular after the sign-up period for listing their names on the Overtime Desired or Work Assignment Only list, the local steward and supervisor will describe the requirements and restriction of each list designation to the employee.*
 - a. *At that time, the employee will be given 3 working days to make the selection and place their name on the appropriate list.*
 - b. *It is agreed, Carriers electing to sign the ODL, will have their name added to the ODL Tracking Chart and only the time spent on the list will be*

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considered when determining equitable issues for the remainder to the quarter as outlined in Article 8