

**U.S. Postal Service**

**Punta Gorda**

**Local Memorandum of  
Understanding 2016-2019**

The parties mutually agree to the Local Memorandum of Understanding provisions listed herein for the term of the 2016-2019 National Agreement, which expires September 20, 2019.

\_\_\_\_\_ Date: \_\_\_\_\_  
President  
Branch 1477, NALC

\_\_\_\_\_ Date: \_\_\_\_  
Postmaster  
USPS, Punta Gorda

## **Local Memorandum of Understanding – Punta Gorda/NALC**

---

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

A reasonable amount of wash-up time shall be granted for employees who perform dirty work or work with toxic materials based on individual circumstances. This is to include the period 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 Regular Carriers and Part-Time Regular Carriers in the Punta Gorda Post Office shall be on a rotating day off schedule with the work week running Saturday through Friday. Each route and Duty Assignment non-scheduled day shall be designated with a rotating Schedule #1 – 6, with Saturday being Schedule 1; Monday – Schedule 2; Tuesday – Schedule 3, Wednesday – Schedule 4; Thursday – Schedule 5, and Friday – Schedule 6.

### **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 CONDITION.**

- (1) The Punta Gorda Post Office will conform to all orders by local (city and county), State and Federal Officials regarding any emergency that may be an endangerment to life or limb of the letter carriers in the affected area.
- (2) 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.
- (3) 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.
- (4) 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.

## **Local Memorandum of Understanding – Punta Gorda/NALC**

---

- (5) 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 on November 10<sup>th</sup>.
- (2) No later than November 1<sup>st</sup>, 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.
- (3) 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.
- (4) Each group will be allowed a maximum of three (3) employee works calendar days to make their selection.
- (5) The pick-list will allow for second-round choices using the same procedure as listed above.
- (6) 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.
- (7) Conflict as to available periods shall be decided by seniority. The sign-up period for selecting Choice Vacations will be from November 10<sup>th</sup> through December 20<sup>th</sup>.
- (8) Selection will be made by Carriers, submitting a PS Form 3971 to the Supervisor who will post the Carriers names in the space selected on the pick-list. The PS Form 3971 will be submitted in duplicate. A separate PS Form 3971 will be used for each period selected as mentioned in Item #7.
- (9) Carriers will be responsible for providing written information through their Union Representative if they should be absent during the selection period. If the Union Representative should be absent, then to the person delegated by the Union Representative.
- (10) Leave to attend Union activities will be that set forth in Item #20, Article 30 of the National Agreement.

## **Local Memorandum of Understanding – Punta Gorda/NALC**

---

- (11) All advance commitments for granting leave must be honored except in serious emergency situations.
- (12) **ILL DURING VACATION:** Carriers who become ill while on Annual Leave during the vacation period shall be allowed to have another selection of the remaining time available on the leave pick-list consistent with the number permitted to be off during the Choice Period.
- (13) **CANCELLATION OF ANNUAL LEAVE:** Choice Vacation Leave may be cancelled in increments of a full week (40 hours) providing a written notice of intent to cancel has been submitted to the Unit Supervisor with a copy of the Union Steward or Alternate by Saturday of the work week preceding the week the leave was scheduled to start. The leave period cancelled shall be posted as available leave at that time of notice and remain posted for two working days.
- (14) **EXCHANGING OF LEAVE:** There may be no exchanging of Annual Leave except in extreme emergency situations and agreed to by the Postmaster and NALC President.
- (15) **MILITARY LEAVE:** Military Leave will not count as part of a Carriers selection for the Choice Period, nor will it count against the Branch's quota for the Choice Period.
- (16) When Letter Carriers change their assignment installation wide, they will retain their approved leave.
- (17) **EMERGENCY LEAVE:** Employees must notify the appropriate Supervisor of the emergency as soon as possible as to the nature of the emergency and the expected duration of the absences. On return to duty, the employee must submit PS Form 3971 and explain reason(s) for the emergency to their Supervisor. The Supervisor will approve or disapprove the leave. If disapproved, an alternate type of leave will be afforded in accordance with Part 512-412 of the ELM. Such leave will not be part of the percentage allowed off.

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

The period for Choice Vacation for all units in Punta Gorda Post Office will be The First Monday in January (after the week of New Year's Day) to the last Monday in November<sup>1</sup>. Eight (8%) will be allowed off the remainder of the year.

---

<sup>1</sup> In the 2018 Leave Year this would include Monday, January 8, 2018 to Sunday November 25, 2018

## **Local Memorandum of Understanding – Punta Gorda/NALC**

---

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

A Letter Carrier's vacation period will be Monday through Saturday.

### **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, at their option, may request two selections during the Choice Vacation period in units of either five (5) ten (10) or fifteen (15) days in accordance with leave earned annually.

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

- (1) Jury Duty shall not be charged to the Choice Vacation Period.
- (2) Leave requests to attend a Union Convention shall not be charged to the Choice Vacation Period, provided the request for such leave is made prior to the end of the Choice Vacation selection period.

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

- (1) Fourteen percent (14%) of carriers on the rolls in each unit will be permitted leave for vacation for the Choice Vacation Period and eight (8%) of each unit or the authorized complement, whichever is higher, will be permitted leave for vacation for the 6 consecutive weeks beginning the first week after Thanksgiving. In applying the percentage, fraction of .50 and higher will permit one additional person off. Under .50 will be discarded. Sections/Units shall consist of Zones 50/80/83, and 52.
- (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 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/PTF.

## **Local Memorandum of Understanding – Punta Gorda/NALC**

---

- 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.
- d. CCA employees converted to career status during a leave year shall retain any Annual Leave period previously approved. Those Newley Converted CCA's choosing to take approved Choice Leave will be allowed to take the time (having been paid out the terminal balance of their CCA leave account) unpaid, when the period falls in the 90-day period of conversion. See Article 10.2 of the National Agreement.

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

The responsible unit Supervisor will return one (1) approved copy of PS Form 3971 to each employee after the leave has been posted to the leave chart.

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

No later than November 1<sup>st</sup> of each year, Management will notify all Carrier craft employees of the beginning date of the new leave year.

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

- (1) 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 whose breaks fall between October 15<sup>th</sup> and May 15<sup>th</sup> will be counted against the 14 % for “other” leave. If multiple “breaks” are scheduled in the same facility in the same week only one (1) slot will be restricted. In circumstances that a “slot” is held, and the break in service is impacted by conversion or

## **Local Memorandum of Understanding – Punta Gorda/NALC**

---

separation, the leave slot will be made available throughout the year for “other” leave and its release will be communicated to the unit.

- (2) 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. Leave shall be granted on any given day for that day when replacements can be obtained without additional cost or impairment to the Service.
- (3) 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.
- (4) Leave taken under the provisions of the Family and Medical Leave Act will not count as part of a carrier’s selections for choice vacation period, nor will it counted against the percentage of carriers allowed leave during the “Other” leave percentages in Item #12.
- (5) The 14% will include long Term Sick Leave for “Other” Leave for incapacitation of the Carrier where it can be reasonably projected that such extended periods occur. Leave will not be denied on the speculation that Sick Leave might be required. Such Sick Leave will include Annual Leave or Leave Without Pay when used in lieu of (absence) Sick Leave.
- (6) Leave applications for other leave shall be decided on within three (3) working days to included Saturday.
- (7) Application for other leave throughout the leave year submitted after that leave specified in Item #12.2 above will be decided based on seniority when submitted consistent with Item #12.3. No applications will be acted on until 10:00 a.m. except where the provisions of Item #12.7 apply.
- (8) Leave application will be decided on within 72 hours; otherwise, the leave is approved.
- (9) Leave on any given day shall be granted to any applicant if the percentage has not been reached and replacements are available, providing the work can be accomplished without additional cost or impairment to the Service.



## **Local Memorandum of Understanding – Punta Gorda/NALC**

---

- (10) CANCELLATION OF INCIDENTAL LEAVE: Incidental Annual Leave may be cancelled by providing a written notice of intent to cancel has been submitted to the Unit Supervisor with a copy to the Union Steward or Alternate by Tuesday of the work week preceding the week the leave was scheduled to start or Monday if the impacted week is a holiday week. The leave calendar will be immediately updated to reflect the cancellation.

### **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.
- (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.<sup>2</sup>
- (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.

---

<sup>2</sup> 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.



**Local Memorandum of Understanding – Punta Gorda/NALC**

---

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

Overtime Desired Lists will be by sections. Sections shall consist of:

- a. Zone 50/80/83
- b. Zone 52

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

Both parties have agreed to follow the procedures of Article 13 of the National Agreement.

**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.**

Both parties have agreed to follow the procedures of Article 13 of the National Agreement.

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

Light Duty will be granted to injured employees who make written requests consistent with Article 13 of the National Agreement and who provide supporting Medical Documents setting forth physical limitations, where work is available.

**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.**

Both parties have agreed to follow the procedures of Article 12, Section 5 of the National Agreement.

**ITEM #19 – THE ASSIGNMENT OF EMPLOYEE PARKING SPACES**

The assignment of employee parking spaces shall be on a first come first served in available designated spaces.

## **Local Memorandum of Understanding – Punta Gorda/NALC**

---

### **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.**

- (1) A maximum of two (2) Letter Carriers from the installation attending Union activities during the Choice Vacation period will not be counted in the number of Carriers schedule off during the period provided.
- (2) All requests for leave by delegates to attend Union activities will be submitted as soon as the delegates have been chosen.
- (3) If the request falls within the Choice Period and submitted after the determination of the Choice Vacation period schedule, the employer will make every effort to grant the request. The request will not be denied on speculation that overtime or Sick Leave may be used.
- (4) The selection of leave for Union activities will not be the employee's Choice for Vacation under Article 30, Item #4.

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

- (1) When starting times are changed more than one (1) hour, on a permanent basis, the route will be posted for bid at the option of the Regular Carrier.
- (2) Bidding on vacant assignments shall be Installation wide.
- (4) Notices involving employees to bid on vacant Full-Time Duty Assignments will remain posted for six (6) calendar days.
- (5) All bid postings and bid award notices will be supplied to the NALC Local President for review.
- (3) All Letter Carrier routes or Full-Time Duty Assignment other than the Letter Carrier routes or Full-Time Duty Assignments of the junior employee is abolished at a delivery unit identified in Item #18 as the result of, but not limited to route adjustments, highways, housing projects, all router and Full-Time Duty Assignments at that unit held by Letter Carriers who are junior to the Carrier(s) whose route, or Full-Time Duty Assignment(s) were abolished shall be posted for bid in accordance with the Posting Procedures of Article 41.3.0 and the provisions of this LMOU.

## **Local Memorandum of Understanding – Punta Gorda/NALC**

---

- (6) A router will work the bid assignment as posted until complete of all router reference mail or router reference time for that router assignment as shown on the router control form and PS Form 1840. A router may not be moved from the bid assignment except in emergency situations as referred to in Article 3.F of the National Agreement. If there is insufficient route reference mail for a full tour of duty (8 hours), upon completion of the available router reference mail, the route may be assigned additional duties to insure a full eight (8) hours work, after first being offered the option of using Annual Leave or Leave Without Pay (LWOP) for completion of his/her tour of duty.
  
- (7) Signing Overtime Desired Lists: In the Punta Gorda Installation, it is agreed that when employees transfer from another installation or part-time flexible carriers and 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 considered when determining equitable issues for the remainder to the quarter as outlined in Article 8
  
- (8) 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.

### **ITEM #22 – LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY REASSIGNMENTS AND POSTING.**

- (1) City Carrier Assistant Choice and incidental leave requests as well as opting opportunities will be afforded in the units they are assigned
  - a. Zone 50/80/83
  - b. Zone 52
  
- (2) Application for temporary bids days will be applied for by Tuesday prior to the service week for which the OPT is requested. Request for an OPT in a Holiday week must be submitted the Monday prior to the posting of the Holiday

## Local Memorandum of Understanding – Punta Gorda/NALC

---

schedule. When possible temporary vacancies of five (5) days or more shall be posted on the bulletin board for two (2) days and after the two (2) day period, shall be awarded to the senior applicant.

- (3) When unknown vacancies occur after the beginning of the weekly schedule such vacancy will be filled upon request if possible or offered in the following schedule as listed above.
- (4) The T-6 shall work their assignments as bid during the posting period, in proper sequence. If all five (5) routes are being served by the Full-Time Regular Assigned Carrier, the T-6 may be moved to a vacant assignment. Unanticipated circumstances as defined in Article 3.F of the National Agreement may require a temporary change in assignment.
  - a. It is agreed that when the Regular Carrier for a Route is called or scheduled in to work his/her non-scheduled day, they “bump” the T-6. The T-6 may in turn bump either a Reserve or City Carrier Assistant holding a temporary bid on a Route in the T-6 swing, if one of the other Routes on the T-6 swing is not open. No bumping will be permitted if a Route in the swing is “open” in which case, the T-6 would be assigned to the “open” route. If there is more than one (1) open route on the T-6 swing, the T-6 would have his/her choice. When bumping occurs, the junior person holding a temporary bid will be bumped. (The person bumped will be assigned to other vacancies or available work).
  - b. If a T-6 has routes in more than one (1) “work-unit” or “station” and is “bumped”, he/she would be limited to serving an “open” or temporary bid route on their swing “only” in the unit or station to which regularly assigned that day.
  - c. If a T-6 is called or scheduled in on his/her non-scheduled day, he/she would serve an “open route or “temporary bid” route as indicated in [A] & [B] above.