

National Association of Letter Carriers

DOYLE S. ADAIR BRANCH 1690
1840 ALICE AVENUE
WEST PALM BEACH, FLORIDA 33406



PHONE (561) 967-0240
FAX (561) 963-9181
NALC1690@COMCAST.NET

NALC1690.COM

Formal A Settlement Agreement

The Parties agree that for the duration of the National Agreement ending on May 23rd, 2023 we agree on a trial basis that all City Carriers will be allowed to change their status on the ODL one time during the quarter. If they make a change from the ODL at any time during the quarter they will not be eligible to file a grievance for equitability. If neither side withdraws from this agreement before May 23rd, 2023, then it will become a permanent part of the LMOU.

Matthew Celona
Postmaster Fort Pierce
05////2021

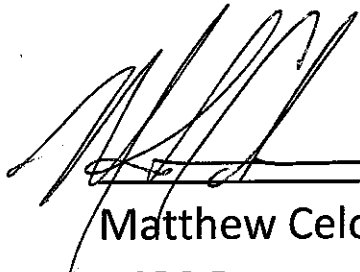
Jeffrey Wagner
President Br 1690
05////2021


Local Memorandum Of Understanding
Fort Pierce, Florida

National Association of Letter Carriers
Branch 1690

And

United States Postal Service
Fort Pierce, Florida


05/11/2021
Matthew Celona
USPS Postmaster


05/11/2021
Jeffrey Wagner
President NALC BR 1690

ITEM #1 ADDITIONAL OR LONGER WASH-UP PERIODS

Carriers will be granted reasonable time for wash up prior to the period of time prior to his/her lunch break and at the conclusion of their PM duties. (approximately 5 minutes under normal circumstances)

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

Full-time letter cares shall work five days each week with rotating days off. Assignments with fixed days off may be established with the approval of the NALC President or designee, provided they are not to the detriment of the T6 program.

ITEM #3 GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT 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 who will give due consideration to the safety and welfare of employees, such emergency conditions may be discussed with union representatives at their request.

When a decision has been reached to curtail or terminate Postal operations, to the greatest extent possible contact will be done through the hotline number for national emergencies. Depending on the severity of the emergency, Postal Service telephones will be open for employees to call for information.

ITEM #4 FORMULATION OF LOCAL LEAVE PROGRAM

In order to advise applicants in sufficient time for preplanning, it is necessary that employees including city carrier assistants make written application for the periods of their choice leave not later than January 15th of the leave year. Unit supervisors shall post the approved leave schedules on carrier bulletin boards no later than by the week that contains February 7th of the leave year but earlier, if possible.

PS form 3971 or locally agreed upon form shall be submitted in duplicate. The official notice of choice periods, a copy of PS form 3971 or locally agreed upon form will be returned to the employee no later than by the week that contains February 07th of the leave year. For vacation leave purposes, all letter carriers shall be assigned to a specific unit. A specific unit shall be defined as the following units for the Fort Pierce installation:

Fort Pierce Main Office
Orange Avenue Station

Upon formulation of a new delivery unit, that unit will be added to the above listing.

Should any new routes (combination such as parcel post and collections, and or delivery route and collection) be instituted, for leave purposes, the route shall be assigned to a specific unit.

Employees will carry their seniority choice selection of annual leave with them when they are assigned from one unit to another, either voluntarily or involuntarily. If that carriers choice selection exceeds the negotiated percentage in the gaining unit, the losing will not be required to make that selection available as incidental leave.

ITEM #5 THE DURATION OF THE CHOICE VACATION PERIODS

The Letter Carrier choice vacation period shall commence the week that contains February 7th and will end with the conclusion of the week that contains Thanksgiving Day. The days December 26th thru January 1st is available as a choice week with 14% allowed off.

ITEM #6 THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES VACTION PERIOD

Letter carriers choice vacation leave periods shall begin on Monday and return to work on Monday following their vacations, unless that Monday is a holiday or a non-scheduled workday, in which case, they will return to work on the Tuesday following the end of their vacation.

ITEM #7 WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE TO TEN DAYS

During the choice vacation period letter carriers, at their option may request either one selection in units of 10 or 15 days or two selections in units of five or 10 days in accordance with the amount of leave earned annually as described in Article 10 Section 3.D of the National Agreement. PTF'S and CCA'S may request and be granted annual leave selections provided that they will have sufficient annual leave to cover the absence at the time that the leave is taken.

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

Jury duty and attendance at National or State Conventions shall not be charged to the choice vacation period for vacationing planning.

ITEM #9 DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEE'S WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

The maximum number of employees and or CCA's who shall receive leave each week during the choice vacation period in each station shall be 14%. When applying the 14% requirement, any fraction of 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number.

Any employee on extended sick leave, continuation of pay, light duty, higher level, workers compensation or leave without pay status, will not be counted in the 14 percent of carriers who may be on leave. In addition, CCA'S on their 5-day break between appointments, will not be included in the allowable 14 percent on leave.

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

No later than the week that contains February 7th of the leave year, unit supervisor shall return approved PS form 3971 to the employees and at the same time post the approved vacation schedule. A current, updated leave calendar shall be maintained on official bulletin boards. Management will be responsible for maintaining an accurate leave calendar.

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

The employer shall, no later than November 15th, publicize on bulletin boards and by other appropriate means, the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.

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

Incidental leave is available throughout the entire year and shall be granted to the percentages provided for in item 9, provided that the employee or CCA applies for such leave by the posting of the weekly schedule (Sat-Fri) it will still be considered for approval after the posting of the schedule based on the needs of the service and is not guaranteed. Request for leave must be submitted by the employee or CCA to his or her own supervisor on form 3971. This leave will be granted on a first come, first serve basis. In the event more than one employee submits his or her leave application on the same date, seniority will govern. Every consideration will be given to the request. The leave will be approved or denied within 72 hours of the request. If in the case management does not approve or deny said request the leave will automatically be granted as approved. The month of December is based on operational needs.

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

Holiday scheduling procedure: The supervisor will determine the skills, number and categories of employees needed for holiday work. A request for volunteers meeting those requirements should then be posted well in advance of holiday schedule requirements. Management will post the schedule by the Tuesday preceding the service week in which the holiday falls. As many full-time schedule employees as can be spared will be excused from duty on a holiday or day designated as their holiday.

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

1st Selection-Full-Time and Part-Time regulars who have volunteered to work on a holiday or their designated holiday. Selection of volunteers for each holiday shall be made on the basis of seniority.

2nd Selection-Part-Time Flexibles, even if overtime is necessary

3rd Selection- CCA'S and temporary employees, even if overtime is necessary.

4th 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.

5th 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.

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

The "sections" are categorized as follows:

Fort Pierce Main Post Office

Orange Avenue Station

Upon formation of a new delivery unit, that unit will be added to the category.

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

The number of light duty assignments within the carrier craft to be reserved for temporary or permanent light duty assignments shall be agreed upon between the union and the employer as the need arises for the assignment of ill or injured employees , until employee is released by doctor for regular assigned duty.

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

When a request for light duty is received, supported by medical evidence, the installation head or his/her designee will contact the local NALC President or his/her designee to determine the light duty assignment available. After such determinations, available work which has been identified as light duty will be assigned to the carrier who has submitted the request for light duty, provided no regularly assigned member of the regular workforce is adversely affected. The ultimate decision will rest with the installation head.

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

The identification of assignments that are to be considered light duty shall be defined as any available work which the ill or injured employee, as determined by a medical doctor is physically able to perform provided it does not adversely affect the workforce.

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

It is agreed that the Fort Pierce Post Office and its stations shall be known as an installation. Upon formation of a new delivery unit, that unit will be added to the above listing. It is further agreed that each of the following shall be considered a separate section for reassignment purposes:

Fort Pierce Main Post Office
Orange Avenue Station

ITEM #19 THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Parking spaces which the installation head determines are available in excess of the needs of the service, management personnel, administrative vehicles, and customer parking, will be available to be used by employees on a first come, first served basis.

If a new Postal facility is built, this office will abide by the recommendations of the National Study Committee on Parking regarding parking programs for the new facilities. Accordingly, efforts will be made to provide parking spaces for employee's contingent upon the area allowed for parking after the construction of the new facility. If at such time additional spaces become available, consideration will be given for the designated NALC official (s).

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

Annual leave to attend Regional, State, and National Union conventions will be included in the choice vacation schedule.

Branch 1690 will consult with management to block off the number of slots needed on the leave calendar for State and National conventions prior to leave choice selection period. Management will grant additional leave for Union training not provided for prior to leave board, not to exceed two carriers per event in the installation.

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

For the purpose of administering Section 2.B.4 of Article 41, the following are identified as units:

Installation wide

Those full-time assignments which are vacant for five calendar days or more and known by management in advance other than previously listed on the choice vacation schedule will be advertised for opt in a conspicuous place from the close of business Monday through Friday at conclusion of morning break of the week preceding the posting of the schedule in which the vacancy falls.

Reserve unassigned regulars, part time flexible and CCA letter carrier's may exercise their preference for those assignments in that unit by filling out a specific form designated by management and Union.

Assignments will be awarded in order of seniority. Successful applicants will remain in the assignment for the duration of the vacancy, unless the carrier bids a route or be assigned into a vacant assignment, however, the employees may voluntarily choose to end their hold down and assume the new assignment in this circumstance. In the event a PTF or CCA is a successful bidder and during the vacant period there is no identifiable assignment for reserve letter carrier, management reserves the right to move the PTF or CCA to other duties and allow the reserve letter carrier to serve that assignment for that day only.

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

A. Postings-no assignment properly held by a carrier will be re posted for bid by reason of change in starting time exceeding one hour except at the incumbent's request.

B. A copy of all posted notices affecting the letter carrier craft shall be furnished to the President of the local National Association of Letter Carriers.

C. Seniority roster -An updated roster listing all Carriers in order of seniority in this installation shall be posted semiannually on January 1st and July 1st. A copy of this roster shall be sent to the branch 1690 President.

D. Bidding-if automated bidding is not available letter carriers applying for an assignment shall submit a Form 1717 (bid) in the appropriate locked bid box of the installation during the period for which the notice is posted. Bids will be opened and reviewed in the presence of the shop steward.

E. When a Full-Time Regular carrier is called in to work on a non-scheduled day, he/she shall work his/her Full-Time duty assignment provided there is a vacant route on the string to which the Carrier Technician may be assigned. If that happens and there is more than one opening on Carrier Technicians group, he/she shall have the choice of route for the day. If there are no openings and a CCA or PTF is on the string on an Opt, then the Carrier Technician can bump them for the day and the CCA or PTF will not lose the Opt. The Opt will resume the next day. Otherwise, the Carrier working on a non-scheduled day will be assigned where needed.

F. When a letter carrier route or Full-Time assignment, other than the letter carrier route (s) or Full-Time duty assignment (s) of the junior employee (s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and Full-Time duty assignments at that unit held by Letter Carriers who are junior to the carrier (s) whose route (s) or Full-Time duty assignment (s) was abolished shall be posted for bid in accordance with the posting procedure in Article 41.3.0.

G. If a carrier removes their name from the ODL list it shall be effective the next day.

OLD
UPDATED
5-17-21

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No later than February 28th of the leave year, unit supervisor shall return approved PS form 3971 to the employees and at the same time post the approved vacation schedule. A current, updated leave calendar shall be maintained on official bulletin boards. Management will be responsible for maintaining an accurate leave calendar.

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~~OLD~~
UPP819D
5-17-21

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Fort Pierce Main Office
Orange Avenue Station

nalc1690@comcast.net

From: Celona, Matthew - Fort Pierce, FL <Matthew.Celona@usps.gov>
Sent: Monday, May 17, 2021 2:59 PM
To: nalc1690@comcast.net
Subject: RE: [EXTERNAL] LMOU

Looks fine. We can swap them out.

Matthew Celona
Postmaster
Fort Pierce, FL 34981-9998
(772) 460-0841

From: nalc1690@comcast.net [mailto:nalc1690@comcast.net]
Sent: Monday, May 17, 2021 2:48 PM
To: Celona, Matthew - Fort Pierce, FL <Matthew.Celona@usps.gov>
Subject: RE: [EXTERNAL] LMOU

CAUTION: This email originated from outside USPS. **STOP and CONSIDER** before responding, clicking on links, or opening attachments.

Mr. Celona, Jeff would like you to look over the two pages attached and let us know if they read correctly for you. If they are good and, if it is also ok with you, we can then print just the two pages and swap them out with the old.

Thank you,

Danielle Hernandez
Secretary
NALC Branch 1690
1840 Alice Avenue
West Palm Beach, FL 3346
P: 561-967-0240
F: 561-963-9181

From: Celona, Matthew - Fort Pierce, FL <Matthew.Celona@usps.gov>
Sent: Monday, May 17, 2021 1:48 PM
To: NALC-BRANCH 1690 <nalc1690@comcast.net>
Subject: RE: [EXTERNAL] LMOU

It should probably read "the week that contains February 7th" to conform with the first paragraph in Item#4 and use the same language in Item#10.

That's the date we agreed for the posting of the schedule.

Matthew Celona

Postmaster
Fort Pierce, FL 34981-9998
(772) 460-0841

From: NALC-BRANCH 1690 [<mailto:na1c1690@comcast.net>]
Sent: Monday, May 17, 2021 1:39 PM
To: Celona, Matthew - Fort Pierce, FL <Matthew.Celona@usps.gov>
Subject: [EXTERNAL] LMOU

CAUTION: This email originated from outside USPS. **STOP and CONSIDER** before responding, clicking on links, or opening attachments.

Hello, So it has been brought to my attention that there are some errors in the LMOU. Item #4 and #10 has some language that needs fixing. They all deal with 3971's being approved by Feb 28th. Would you be agreeable to change the language in #4 to read No later than Feb 1st of the leave year. Instead of no later than by the week that contains Feb 28th of the leave year. Item #10 change to No later than Feb 1st of the leave year instead of Feb. 28th. Please advise, Patty will be there Wed and I can complete those changes in LMOU. Thank you,

Jeff Wagner
President
NALC Branch 1690
1840 Alice Avenue
West Palm Beach, FL 33406
Office: 561-967-0240
Fax: 561-963-9181