

Local Memorandum of Understanding Port St. Lucie, FL

National Association of Letter Carriers
Branch 1690

and

United States Postal Service
Port St. Lucie, FL


Gennaro Mascolo
President, NALC Branch 1690

8/27/18
Date

Patrick Cowley
USPS Postmaster

 8/29/18
Date

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 who perform dirty work or work with toxic materials should be granted such time as is reasonable and necessary for washing up. This includes the period of time prior to his/her lunch break. When requested by the employee and approved by the route examiner, reasonable time to wash up will not be deducted from the 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

Full-time letter carriers 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 T-6 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. When a decision has been reached to curtail postal operations, a Postal Service hotline will be available for employees to call for information. Employees involved in actual emergency situations will take immediate action to protect themselves and the mail. Under such circumstances, management will be advised as soon as possible. The installation head or his designee shall meet with local Union representatives to discuss such factors as:

- a) The degree of emergency as stated by and acted upon by responsible governmental authorities.
- b) The degree of unsafe conditions resulting from such emergency as it relates to employees performing their duties.

ITEM #4 FORMULATION OF LOCAL LEAVE PROGRAM

In order to advise applicants in sufficient time for pre-planning, it is necessary that employees including City Carrier Assistants-CCAs make written application for the periods of their choice leave not later than January 15 of the leave year. Unit supervisors shall post the approved leave schedules on carrier bulletin boards no later than February 15 of the leave year but earlier, if possible.

PS Form 1547/PS Form 3971 or locally agreed upon form shall be submitted in duplicate. The official notice of choice periods, a copy of PS Form 1547/PS Form 3971 or locally agreed upon form will be returned to the employee or CCA no later than February 15 of the leave year.

PS Form 3971 shall be completed by the employee or CCA and submitted in accordance with the F-21 and F-22.

For vacation leave purposes, all letter carriers including CCAs shall be assigned to a specific unit. A specific unit shall be defined as the following units for the Ft. Pierce installation:

Port St. Lucie Main Office
Midport 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 or CCAs may 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 carrier or CCA choice selection exceeds the negotiated percent in the gaining unit, the losing unit will not make that selection available as incidental leave.

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

The letter carrier choice vacation period shall commence on February 15 and end on November 30.

ITEM #6 THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEES CHOICE VACATION PERIOD

Letter carriers will start their vacation on a Monday and return to work on a Monday following their vacations, unless that Monday is a holiday or a non-scheduled work day, 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 OR TEN DAYS

Employees may select ten or fifteen days of continuous annual leave during the choice period in accordance with Article 10D.1, 10D.2 and 10D.3, of the National Agreement. Employees including CCAs may, at their option, request two selections during the choice period in units of either five or ten working days, not to exceed the aforementioned guarantees. Except that CCAs must have sufficient annual leave on the books at the time the leave is taken.

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

An employee who is called to Jury Duty during his/her scheduled choice annual leave period, or who attends a National, Regional, or State Convention (Assembly) during the choice annual leave period is eligible for another available period provided this does not deprive any other employee of the first choice for his/her scheduled annual leave.

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

Fourteen percent of the letter carrier workforce (including CCAs) in each classified station or branch and the main office will be granted annual leave for the choice period selections. 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.

This 14% includes military leave and the following provisions:

Any employee on extended sick leave, continuation of pay, light duty, worker's compensation, or leave without pay, will not be counted in the 14 percent of carriers who may be on leave. If it is definitely known at the time of placing the leave proposal for the year, that a carrier will not be available because of extended sick leave, he must be included in the allowable 14 percent on leave, provided a definite time for his/her return is specified. Those CCAs on their 5-day break between appointments, will be included in the allowable 14% on leave.

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

The unit supervisor shall return a copy of PS Form 1547/3971 or locally agreed upon form with the approved period annotated on the form and the supervisor's initials indicating approval.

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 15, 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

Excluding December, at least 14% of Letter Carriers including CCAs will be granted annual leave. Requests for previously unscheduled annual leave must be submitted by the employee or CCA to his/her zone supervisor on PS Form 3971 no later than the Tuesday prior to the service week (Saturday on a holiday week) in which annual leave is desired. This leave will be granted on a first come, first serve basis. In the event more than one employee submits his/her leave application on the same date, seniority/relative standing will govern. Every consideration will be given to the request with operational needs being the sole determinations as to whether the leave will be approved or denied within 72 hours of the request. If not notified within 72 hours, the employee or CCA can consider request approved. This guarantee is based solely on the basis that request is handed to the supervisor upon submission.

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 following order should be used for holiday scheduling:

- (a) All casual and part-time flexible employees to extent possible, even if payment of overtime is required.
- (b) All full-time regular employees who possess the necessary skills and have volunteered to work their holiday or their designated holiday by seniority.
- (c) CCA Employees, to the extent possible, will be scheduled for work on a holiday or designated holiday after full time volunteers are scheduled to work their holiday or designated holiday.
- (d) All full-time employees who possess the necessary skills and have volunteered to work on their non-scheduled day by seniority.
- (e) Full-time employees who have not volunteered to work on their non-scheduled day by juniority.
- (f) Full time employees who have not volunteered to work their holiday or their designated holiday by juniority.

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

"Overtime Desired" lists shall be maintained separately for each delivery unit.

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 determined by the installation head who shall consult with the union 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 work force.

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 and branches shall be known as an installation. It is further agreed that each of the following shall be considered a separate section for reassignment purposes:

Port St. Lucie Main Office
Midport 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 employees 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 not be included in the choice vacation schedule.

The following is a detail of the number of representatives which will be allowed off above the 14% in each of the units to attend the above mentioned conventions:

Port St Lucie Main Post Office 2
Midport Station 1

ITEM #21 THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT (ARTICLE 41, SECTIONS 1.A.3, 1.A.5, 1.B.2, 1.B.3, 1.C.4, 3.0)

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

Port St Lucie Main Post Office
Midport Station

Those assignments which are vacant for five (5) days or more and known by management at least seven (7) days in advance will be advertised for opting in a conspicuous place no later than Tuesday of the week preceding Wednesday of the succeeding week, the day the schedule will be posted. Reserve unassigned, part-time flexible and CCA letter carriers may exercise their preference for those assignments vacant for five (5) days or more by filling out a specific form designated by management and union. The advertisement will remain posted until 1600 hours on Friday of the posting week.

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. In the event a PTF or CCA is a successful bidder and during the vacation period there is no identifiable assignment for reserve letter carrier, management reserves the right to move the PTF to other duties and allow the reserve letter carrier to serve that assignment. That decision will be made on a day-to-day basis.

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

The carrier routes will not be posted for bid where is a change of one hour or more in starting time except at the incumbent's request. Bids will be opened and reviewed in the presence of an officer of NALC Branch 1690.

When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty 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.O.

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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

April 26th, 2021

This is to notify you that pursuant to the provisions of Article 30 of the National Agreement, Branch 1690 wishes to extend the current Local Memorandum of Understanding with the Port St Lucie Post Office through the term of the 2019-2023 National Agreement which ends May 23rd, 2023. If you agree to this extension, please sign at the bottom, and send back to my office. Please also make a copy for your records. This letter will be placed as the last page in the LMOU. Thank you.

Patrick Cowley
Postmaster Port St Lucie

Jeffrey Wagner
President Br 1690