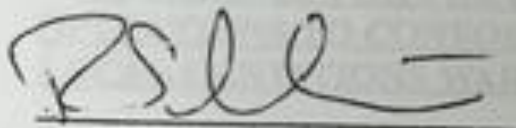


LOCAL MEMORANDUM OF UNDERSTANDING

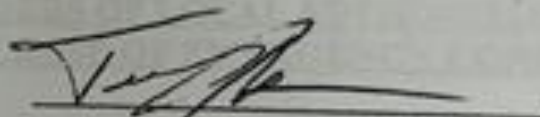
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into agreement on June 11, 2021 in Sarasota, FL 34230 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 2019 National Agreement.

Signed this 11th day of June, 2021.



Rory Sullivan
Postmaster
For the U.S. Postal Service



Teri Hughes
President, Branch 2148
For the Union

LOCAL MEMORANDUM OF UNDERSTANDING

ITEM #1

ADDITIONAL OR LONGER WASH-UP PERIODS

Installation Heads shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. Any documented continual needs for additional wash-up time will be included and counted as part of the Letter Carrier's duty. This includes the period prior to his/her lunch break.

ITEM #2

THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE (5) DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

All regular letter carriers will have rotating non-scheduled work days (with the understanding that certain part-time regular positions may dictate the need for fixed days off).

ITEM #3

GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONTITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS

The decision of the curtailment or termination of Postal operations conforms to the order 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 cooperation of local radio and television stations to inform employees.

ITEM #4

FORMULATION OF LOCAL LEAVE PROGRAM

Leave will be applied for and approved in the station in which each carrier is assigned. For the purpose of determining the 16% (14% during Holiday weeks) in each station (10% in December), T-6 positions working in more than one (1) station will be counted in the station where they have the most routes, and their subsequent choice selection will be made at that station. (Their incidental leave will be made at either stations.)

All carriers transferring from one (1) station to another station (Bidding, New Station created, etc.) will be granted their previously approved leave from the old station. If the new station has openings (under allowed percentages), the leave will be put in the new book and removed from the old book. If the new book is full, the leave will remain in the old book.

For incidental leave only, when the carrier has been approved for annual leave his/her non-scheduled day will be an available slot in the annual leave book.

Should a carrier become sick or injured for more than three (3) days during his/her choice vacation selection, he/she shall be entitled to another choice when available. Except in emergency conditions as defined in Article III, no letter carrier shall be required to work while on annual leave and no carrier shall be forced to forfeit leave once it is approved.

Except in emergency situations, requests by carrier to cancel approved leave will be left to the discretion of the supervisor. Cancelled incidental leave will be removed from the leave book. Cancelled choice leave will be removed from the book and immediately posted for bid for three (3) working days. Those carriers who have not yet used their choice selections as of the last day of posting may bid on this time by use of their seniority or relative standing. If being the successful bidder would cause them to exceed the provisions in item No. 7, they must give up a like amount of choice leave which would also be subject to bid.

ITEM #5

THE DURATION OF THE CHOICE VACATION PERIOD(S)

The annual leave choice period will extend from the first day of January to the last day of December, thus including the entire leave year.

ITEM #6

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

All choice annual leave will start on Sunday, with the understanding that in the case of Part-Time Flexible carriers, Part-Time Regular carriers and CCA carriers, they will not be scheduled on the Sunday after their choice period ends (unless the Sunday is a Part-Time Regular's regularly scheduled day). All choice annual leave selections begins on Sunday and end on Saturday.

ITEM #7**WHETHER EMPLOYEES AT THEIR OPTION, MAY REQUEST TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER FIVE (5) OR TEN (10) DAYS.**

Applications will be approved for one (1) or two (2) selections consistent with the following:

- A Carriers who earn thirteen days annual leave per year may either select one (1) ten day period or two(2) five (5) day periods.
- B Carriers who earn twenty or twenty-six days leave per year may either select one(1) fifteen day choice period, or one (1) period of ten (10) and one (1) five (5) day choice period.
- C There is no prohibition against a carrier taking a lesser period or less selections than he/she is entitled, providing that the Choice leave selections made are in units of five (5) days (Sunday through Saturday).
- D CCA employees may apply for annual leave during choice vacation periods. Granting leave under such provision must be contingent upon the employee having a sufficient leave balance when 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 Union Leave for conventions and conferences shall be charged to the choice vacation period provided such activities are known in advance.

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

At least 16% of the work force at each station will be granted choice annual leave at any one time, except in the month of December (in the month of December the percentage changes to 10%). At least 14% of the work force at each station will be granted choice annual leave at any one time during the Holiday weeks, except in the month of December 10% will be granted choice annual leave. The 16%/14% (10% in December) is determined by the number of employees on the rolls at each station at the time the leave is requested. CCA employees assigned at each station will be included in determining the 16% (10% in December) with the following exceptions:

- A Only Career employees will be counted in determining the 14% (10% in December) during the (10) Holiday weeks each year. The Holiday week will be determined by the day of the week the actual Holiday falls on to coincide with the Sunday to Saturday choice leave week.
- B Newly hired CCA employees will not be counted in determining the 16% (10% in December) until the CCA employee has been employed for 120 days from their enter on duty date.
- C Upon completion of being employed for 120 days from their enter on duty date, the union will include CCA employees into the 16% (10% in December) at the beginning of the next quarter (January, April, July, October) and make the necessary adjustments to the leave book. Management will supply the branch President with the CCA Relative Standing information two weeks prior to the beginning of each quarter.

In determining the 16%/14% (10% in December), any fraction .50 or over will mean one (1) additional employee.

ITEM #10

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE.

During the first full week in January, person(s) designated by the Union will contact all Carriers, including CCA's, starting with the Senior Carrier in each Station and continue until all Carriers have had an opportunity to make their selections. Carriers must be prepared to make their Choice Leave selection when contacted. Applications for Choice Annual Leave will be made on Form 3971 in duplicate to the union designee. The Union designee will then make the approved entries into the Annual Leave book in RED, and submit the 3971's to the responsible supervisor in each station for approval. Once approved, the Union designee will then return the copy of the approved leave to the Carrier. Granting leave to CCA employees must be contingent upon the employee having a sufficient leave balance when the leave is taken.

ITEM #11

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

The Employee Bulletin Board at each station will have a notice posted by the First of November notifying employees of the beginning and end of the next Leave year, and the week that they will be contacted to make their Choice Annual Leave selections. The Annual Leave book for each station will always include the current seniority list and will be kept for review by the Employees at a place to be designated also by a notice on the Bulletin Board at each Station.

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

Incidental Leave will be granted by station. Sixteen (16%) percent of the work force in each station will be granted incidental leave at any one time, except in the month of December (in December, the percentage changes to 10%). Fourteen (14%) percent of the work force in each station will be granted incidental leave at any one time, during the Holiday weeks, per item 9. CCA employees assigned at each station will be included in determining the 16% (10% in December) with the following exceptions:

- A Only Career employees will be counted in determining the 14% (10% in December) during the (10) Holiday weeks each year. The Holiday week will be determined by the day of the week the actual Holiday falls on to coincide with the Sunday to Saturday choice leave week.
- B Newly hired CCA employee will not be counted in determining the 16% (10% in December) until the CCA employee has been employed for 120 days from their enter on duty date.
- C Upon completion of being employed for 120 days from their enter on duty date, the union will include CCA employees into the 16% (10% in December) at the beginning of the next quarter (January, April, July, October) and make the necessary adjustments to the leave book. Management will supply the branch President with the CCA Relative Standing information two weeks prior to the beginning of each quarter.
- D Only CCA employees will be counted in determining the 16% (10% in December) for Sundays in the leave year, excluding the 10 Holiday week Sundays as described in (A) above. LMOU Item 6 shall apply for the entire leave year.

When applying the 16%/14% (10% in December), any fraction .50 or over will mean one (1) additional employee.

Due to its small size and limited number of employees, the Annex Station will be limited to one (1) annual leave slot during the ten (10) Holiday weeks in the calendar year. Should the Annex Station consolidate with another station, then they will follow the annual leave rules based on the size of the combined work force as stated in this LMOU.

The 16%/14% (10% in December) that will be granted incidental leave shall include: all annual leave, military leave, convention leave, jury duty, the five day scheduled CCA service break at the end of their 360 day term with the exception of the 10 Holiday weeks as described in Item 12 (A) above, and LWOP taken for personal or union business. However, such LWOP will not be disapproved on the basis that some portion of the time requested is not available (such as maternity leave, union work, extended LWOP to attend school, etc).

The employer shall grant leave (annual or LWOP), above and beyond the 16%/14% (10% in December) to any one (1) union official in each station to be designated by the Branch President or his/her designee for the purpose of attending union functions or needing to be scheduled off on union business. The name of the union official shall be placed below the 16%/14% (10% in December) quota line. This shall apply during the entire leave year.

The leave shall not be included in the 16%/14% (10% in December) for employees who have been or who can be reasonably expected to be on employee's compensation (OWCP) for more than 60 days, or for employees who are out of work due to short term sick leave lasting less than twenty (20) working days, or for employees who are out of work due to long term sick leave (or other leave in lieu of sick leave) lasting over twenty (20) working days.

In addition, any portion of the five day scheduled CCA service break at the end of their 360 day term which falls within any of the 10 Holiday weeks as described in Item 12 (A) above, shall not be included in the 14% (10% in December) and the name shall be placed below the 14% (10% in December) quota line. Any portion of the five day scheduled CCA service break at the end of their 360 day term which falls within any of the 42 Non-Holiday weeks shall be included in the 16% (10% in December) and the name shall be placed above the 16% (10% in December) quota line.

After the choice annual leave selections have been made, the remaining available slots in each station may be applied for and will be approved for any leave in the current leave year. All incidental leave requests must be submitted no later than 12 noon on the Tuesday prior to the service week in which the leave is desired. This does not preclude the granting of leave requested after Tuesday at noon, if scheduling to accommodate such a request can be made. Requests made after Tuesday noon will be granted at the discretion of the Zip Zone Supervisor after checking with the person in charge of the annual leave program.

Entries for incidental leave in the annual leave book will be made in a color other than red. Application for incidental leave will be made on Form 3971 in triplicate. The form should be properly and completely filled out and submitted to the employee's supervisor. At that time, the supervisor will acknowledge receipt of the application by recording the time, date and his/her signature on all copies. He/she will at that time return one copy to the carrier as proof of submission.

The application for incidental leave will be approved as soon as possible. If the carrier or his/her designee has not been notified (by return of the third copy) of either approval or denial of his/her request within 48 hours (except Sundays and Holidays), or within 120 hours (except Sundays and Holidays) for requests for LWOP exceeding eight (8) hours, then the leave will be considered approved. The carrier's copies of Form 3971 shall serve as proof of timeliness. The comments section of the 3971 may be used to denote the designee and / or the time and date the third copy is returned.

Incidental leave will be granted on a first come, first serve basis, within the provisions of this agreement. No leave shall be denied on the speculation that sick leave or overtime might be required. If more than one employee submits for leave at the same time, then the leave shall be granted by seniority.

City Carrier Assistant employees may request leave in accordance with Item 12 above, provided they will have sufficient annual leave to cover the period requested when the leave is taken.

ITEM #13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY OR DAY DESIGNATED AS A HOLIDAY ARE AS FOLLOWS

- 1 Part-time flexible employees
- 2 Full-time and part-time Regular employees who volunteer to work on their non-scheduled day by seniority.
- 3 Full-time and part-time Regular employees who volunteer to work on their holiday or day designated as their holiday by seniority.
- 4 City Carrier Assistant Employees
- 5 Regulars who did not volunteer on what would otherwise be their non-scheduled day by inverse seniority.
- 6 All other non-volunteer, Regular Carriers by inverse seniority.
- 7 If after the posting period a need develops for additional replacement employees, employees shall be selected according to the same order as above.

Solicitation for volunteers will be posted no later than the close of business one week prior to the Tuesday posting of the Holiday schedule.

ITEM #14

WHETHER "OVERTIME DESIRED LISTS" IN ARTICLE EIGHT (8) SHALL BE BY SECTION AND/OR TOUR

Each station established, from which carriers perform duties normally relating to carrier work, will be designated as a separate work location for the purpose of maintaining a separate overtime desired list for each station, regardless of the number of zones in each station.

A list with overtime hours worked by the carriers, including a notation by those hours which were work assignment only, and notation for leave, refusals, none offered, etc., will be maintained and kept posted for daily review so that Article 8 may be properly monitored. Such list will be updated weekly.

O.D.L. And W.A.O. carriers transferring from one (1) station to another will be allowed to transfer their current O.T. designation to the new station's overtime lists.

ITEM #15

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

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

Management will assign letter carriers to available light duty consistent with the employee's limitations in accordance with Article XIII.

ITEM #17

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

Light duty will be given to employees based on their limitations. Assignment will not create the possibility of a potential injury to the employee or others.

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

In the event that during the life of this contract, stations are established from which carriers will perform all the duties normally related to carrier work, each station will then be designated as a section for the purpose of reassigning within the installation employees in excess of the needs of a section. Any carrier holding a route bid that is reassigned will maintain the same route at the new station.

ITEM #19

THE ASSIGNMENT OF EMPLOYEE PARKING PLACES

The employee parking will be on a first come, first served basis.

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

The annual leave percentages will include all annual leave that pertains to Union activities prior to determination of the choice vacation schedule, provided such activities are known in advance.

ITEM #21

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

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

The posting for bid of routes and full-time duty assignments in the circumstances described immediately above shall be restricted to the affected delivery section. This shall be an exception to the procedures for posting duty assignments provided in Article 41 of the National Agreement and in this Local Memorandum of Understanding.

A copy of all posted notices affecting the letter carrier craft shall be furnished to the designated agent of the NALC.

When there is not a suitable place to take a comfort stop on the route, a letter carrier shall have the right to travel outside his/her route to a place to take a comfort stop. The carrier must utilize the facilities requiring the least amount of travel.

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

A T-6 may not be involuntarily bumped outside of his/her string of five (5) routes by a regular called into work. When the regular route carrier is called in on his/her off-day to work his/her own route, he/she bumps the T-6 carrier to one of the other four (4) routes in his/her string of routes. To enable the T-6 carrier to achieve the essence of his/her bid assignment, he/she will be allowed to displace an employee who has opted to cover an assignment under the provisions of Article 41, Section 2.B3, 4 and 5 as long as such route is one of the T-6 carrier's string of routes and if none of the other routes in his/her string are available, as per STEP 4 decision M-00154.

TEMPORARY BID PROCEDURES

Full-time reserve, unassigned regular, full-time and part-time flexible letter carriers, by use of their seniority, and City Carrier Assistants by use of their relative standing, may bid on temporarily vacant full-time craft duty assignments when such vacancy is of anticipated duration of five (5) days or more, in the station where they are assigned to work.

Temporary bid cards should be placed in the designated temporary bid box. The successful bidder will assume the hours and non-scheduled days of the assignment (assuming the carrier has not had a prior non-scheduled day the service week of the bid's effective date), and will work the assignment for its duration.

Vacancies will be posted by 10:00 A.M. on Wednesday and close the following Saturday at 9:00 A.M. the week prior to the service week that the assignment is vacant. Vacancies not known that far in advance will be posted as soon as they become known for a period of three (3) days if possible. Otherwise, the bid must be posted for at least two (2) days and the successful bidder will assume the bid the day after the award even if the vacancy is in progress.

The Union and Management will open the bids and determine the successful bidder at each station.

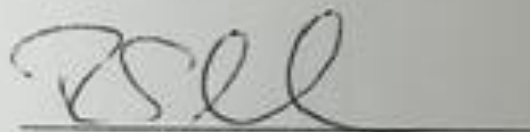
CARRIER CITY-WIDE PERMANENT JOB BIDS

A vacant or newly established duty assignment not under consideration for reversion shall be posted within twenty-one (21) calendar days from the day it becomes vacant or is established, unless a longer period of time is negotiated locally. In addition, the duty assignment of a carrier with an established retirement date may be posted up to seven (7) days prior to the established retirement date. In the event a perspective retiree does not retire, his/her duty assignment posting shall be rescinded.

Where there is more than one (1) assignment posted simultaneously, a carrier may bid as many assignments as he/she wishes, stating his/her preference as first choice, second choice, etc.

The successful bidder must be placed in the new assignment with fifteen (15) days except in the month of December. The fifteen (15) day period begins on the date the notice of the successful bidder is posted.

Letter Carrier Assignments shall not be posted when there is a change in starting time of more than one (1) hour.



Rory Sullivan
Postmaster
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Teri Hughes
President, Branch 2148
For the Union