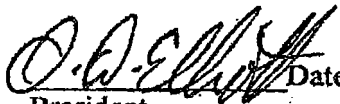


**U.S. POSTAL SERVICE  
ELLENTON**

**LOCAL MEMORANDUM OF UNDERSTANDING  
2001 - 2006 (November 20, 2006)**

The parties mutually agree to continue the current Local memorandum of Understanding provisions for the duration for the 2001 - 2006 National Agreement, which expires November 20, 2006.

 Date: 9-16-02  
President  
Branch 1477, NALC, AFL/CIO

 Date: 9-19-02  
Postmaster  
U.S.P.S., Ellenton

**RECEIVED**

SEP 19 2002

BRANCH 1477  
N.A.L.C.

**LOCAL  
MEMORANDUM  
OF  
UNDERSTANDING**

**ELLENTON  
FLORIDA**

**NALC - USPS**

**RECEIVED**

**1995 - 1998**

MAY 28 1996

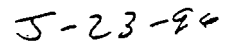
BRANCH 1477  
N.A.L.C.

## LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on March 12, 1996 at Ellenton, Florida, between the representatives of the United States Postal Service, and the designated agents of the National Association of Letter Carriers Union, pursuant to the Local Implementation Provisions of the 1995-1998 National Agreement.

  
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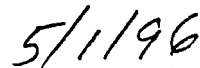
Accepted by: D. D. Marmon, Postmaster  
Ellenton, Florida

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Accepted by: John W. Bourlon, President  
Branch 1477, NALC, AFL/CIO

  
\_\_\_\_\_

Date

**ARTICLE 30**

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

It is the position of the parties that those employees in the Letter Carrier craft shall be granted such time as is reasonable and necessary for wash-up. This includes the period of time prior to his/her lunch period. When advised by the employee and noted by the Route Examiner during inspection, the time for wash-up will not be deducted from street time. Additional time may be necessary in unusual situations.

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

All Letter Carriers, Routers, Full-Time Reserve Carriers, Unassigned Regulars will have rotating non-scheduled days off. Part-Time Regular Carriers will have a fixed non-scheduled day off.

**ITEM #3 GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE 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 made to curtail Postal operations, to the greatest extent possible, Management will notify and seek the cooperation of local radio and television stations to inform employees. Depending upon the severity of the emergency situation and what is allowed by local authorities, under such a situation, Postal Service telephones will be open for employees to call for information.

During severe lightning storms, Carriers may temporarily seek shelter until the storm has subsided.

**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 10 November.

2. No later than 10 November, a copy of the vacation pick-list (a chart showing all Full-Time Regular and Part-Time Flexible employees names by seniority and the available leave times for the choice vacation period) will be posted in all work units. A separate chart and seniority roster will be maintained for Part Time Regulars. The pick-list will permit selection up to 14% of the employees in the following categories (PTF, FTR) (PTR) for each week from the second week in January through the last week of April and the first week in September through the last week in November. The first choice for these available weeks will be for FTR and PTFs by seniority. After the first choice among these carriers, the PTRs will be permitted to choose from the available remaining weeks. The pick-list will allow for second round choices. The pick-list will allow two (2) employees off for each week between the first week in May through the last week in August by seniority. Each group of 14% of the Carriers will be allowed a maximum of three (3) employee works calendar days to make their selection. As each group of Carriers make their selection, three (3) work days will be allowed each successive group of Carriers, in order of seniority, to make their selection from available periods. Should any Carriers 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. Conflict as to available periods shall be decided by seniority. The sign-up period for selecting choice vacations will be from November 10 through December 20 each year.
3. Selection will be made by Carriers submitting PS Form 3971 to the supervisor, who will post the Carrier's names in the space selected on the appropriate list. Forms will be submitted in duplicate. A separate PS Form 3971 will be submitted for each period selected, as mentioned in Item #7.
4. 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.
5. **CANCELLATION OF ANNUAL LEAVE**  
Choice vacation leave may be cancelled in increments of a full week providing a written notice of intent to cancel has been submitted to the unit supervisor with a copy to the Uion Steward by Friday of the work week preceding the week the leave was approved. The leave period cancelled shall be reposted as "Available Leave" at the time of notice and remain posted for two (2) working days. Carriers with seniority below that of the relinquishing Carrier shall have first chance to apply for that period and this leave will not be considered that of the prime time selection.

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

The choice vacation period for all Letter Carriers will be form the date the new leave year begins through November 30 each year.

**ITEM #6 THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD**

Except for "other" leave as set forth in Item 12, all annual leave for the Carrier's first and second choice shall begin on Monday 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**

Carriers may make two (2) selections during choice vacation period of either five (5) days or ten (10) days, not to exceed a total of fifteen (15) days in accordance with leave earned annually and Article 10 Section 4.D.

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

1. Jury duty shall not be charged to the choice vacation period.
2. Leave request to attend a Union Convention or Seminar shall not be charged to the choice vacation period.
3. Leave for Conventions and Seminars is referred to Item 20 of the Local Memorandum of Understanding.

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

Fourteen percent (14%) of the Carriers work force will be granted annual leave each week during the choice vacation period in accordance with Article 30, Item 4, Subparagraph 2.

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

The official notice of approval of annual leave for choice period will be one approved copy of Form 3971 in duplicate. One copy is retained by management. One copy return to the employee. Employees are required to personally give their request to a supervisor.

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

No later than 1 November, Management shall post on the bulletin board of all work units, the beginning of the new leave year.

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

1. After the period for selecting the choice vacation has been closed, Carriers may, at their option(s), select additional leave providing they have leave on the books.
2. Fourteen percent (14%) of the total Carrier work force will be permitted to have leave other than Choice Vacation except ten percent (10%) will apply during December and the first two weeks in January. The fourteen percent (14%) and ten percent (10%) of this article include the percentage applied to choice vacation period.
3. Application for leave will be accepted on the first-come, first-served basis. Applications shall all have a time clock ring, showing the date and time submitted. Where applications are received at the same time, they shall be decided by seniority.
4. 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.
5. Requests for annual leave, other than choice vacation period, must be submitted on PS Form 3971 no later than close of business Monday prior to the work week in which the annual leave is requested for the percentages in Item 12.2 to apply. Any leave submitted after Monday preceding work week will be considered.
6. Leave applications will be decided on within three (3) days, otherwise the leave is approved.

**ITEM #13 THE METHOD FOR SELECTING EMPLOYEES TO WORK ON HOLIDAY**

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

1. PTF Carriers even if the payment of overtime is necessary.
2. Casual employees even if payment of overtime is necessary.

3. Full-Time Regulars who have volunteered to work (whether it's their non-scheduled day or holiday). Selection will be by seniority.
4. Part-Time Regulars who have volunteered to work (whether it's their non-scheduled day or holiday). Selection will be by seniority.
5. Part-Time Regulars who did not volunteer to work the holiday and whose holiday it is not. Selection will be by juniority.
6. Part-Time Regulars who did not volunteer and whose holiday it is. Selection will be by juniority.
7. Full-Time Employees who did not volunteer and whose holiday it is not. Selection will be by juniority.
8. Full-Time Employees who did not volunteer and whose holiday it is. Selection will be by juniority.

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" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR**

Overtime lists will be by sections.

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

The number of light duty assignments will be at least one (1) within the Carrier unit. The work assignments will be that as identified in Article 30, Item 17.

**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**

- A. Carriers requesting a temporary or permanent light duty assignment must make a written request to the Postmaster. Request must be supported by medical evidence. If the employee cannot be reassigned. The Postmaster shall notify the concerned party as to the reason for his inability to reassign. Time to evaluate the request and make assignments shall be completed within a reasonable time.

- B. The assignment of light duty will not adversely affect that of the full-time regular employee. No work will be taken from a regular assigned Carrier for the purpose of making work available for light duty. Work in excess of eight hours for full or part-time Carriers should be assigned to the light duty assignments to prevent the excess use of overtime. Other provisions used to determine light duty assignments shall be governed by

Article 13 of the National Working Agreement, even if that assignment will not be within his normal scheduled working hours. If work is not available within his work unit, every effort will be made to reassign the employee to the work unit where work is available. If the request is for permanent light duty assignment and no work in the Carrier craft is available, consideration to another craft will be considered as set forth in Article 13 D.

- C. Reasonable amount of training or instruction shall be provided when needed in the performance of light duty assignments.

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

Within the Letter Carrier craft, the following may be considered light duty assignments but will not be limited to:

- A. Relabeling Carrier cases.
- B. Rewriting Carrier route books.
- C. Labeling inside of apartment boxes.
- D. Collections.
- E. Rewriting Carrier P.S. Form 3982.
- F. Perform services on auxiliary routes.
- G. Casing of any mail.
- H. Any other work that management may deem appropriate and within the employee's medical capability to perform.

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

Employee parking shall be first-come, first-served in available designated spaces.

**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 one (1) Letter Carrier from this office attending Union activities during the choice vacation period will be counted in the number of Carriers scheduled 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 requests falls within the choice period and submitted after the determination of the hchoice vacation period schedule, the employer will make every effort to grant the request. The request wil 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 Item #4, Article 30.

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

1. A Letter Carrier route will be posted for bid when the starting time is changed more than one hour, at the option of the Carrier assigned to route.
2. Bidding on vacant assignments shall be citywide. Sectional bidding will be applied only when and where full-time duty assignments are abolished or when full-time employees are declared excess to the needs of a section and retreat rights applied in accord with Article 12, Section 5, C.4c.
3. Notices involving employees to bid on vacant full-time assignments will remain posted for six (6) calendar days.
4. The following provisions without modification shall be made a part of a local agreement when requested by the local Branch of the NALC during the period of local implementation; provided, however, that the local Branch may on a one-time basis during the life of this agreement elect to delete the provision from its local agreement.

"When a Letter Carrier route of 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 procedures in this Article."

That provision may, at the local NALC Branch's request during local implementation, be made applicable (including the right to delete it) to selected delivery units within an installation. For purposes of applying that provision, a delivery unit shall be a Postal Station, Branch, or ZIP Code Area. Any Letter Carrier, in a higher level craft position, who loses his/her duty assignment due solely to the implementation of that provision shall be entitled to the protected salary rate provisions (Article 9, Section 7) of this Agreement.

5. When filling vacant assignments of Reserve Carriers, Unassigned Regulars, and PTF Carriers, seniority will be used as a guide in filling these assignments and will be used when employees in these categories are displaced from their regular assigned work locations due to the lack of work. Such re-assignment must be made day by day and by inverse seniority.
6. The NALC Branch President shall be provided with a copy of all postings pertaining to the bidding on routes and announcements of successful bidders.