

**LOCAL
MEMORANDUM
OF
UNDERSTANDING**


**PUNTA GORDA
FLORIDA**

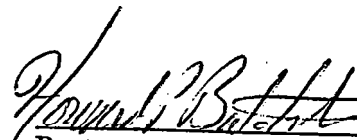
**NALC - USPS
1995 - 1998**

U.S. POSTAL SERVICE
PUNTA GORDA

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: 9-6-02
President
Branch 1477, NALC, AFL/CIO

 Date: 9/26/02
Postmaster
U.S.P.S., Punta Gorda

LOCAL MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on March 2, 1996 between the representative 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 1995 National Agreement.

Raymond A. Bernicchi 3/18/96

Raymond Bernicchi, Officer in Charge
U. S. Postal Service
Punta Gorda, Florida

Johnny W. Bourlon 3/13/96

Johnny W. Bourlon, President
Branch #1477
National Association of Letter Carriers

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.

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 days 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 OF OPERATIONS OR TERMINATION OF POSTAL OPERATIONS TO CONFORM 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 reached to curtail postal operations, 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 telephone will be open for employees to call for information. Employees involved in actual emergency situation will take immediate action to protect themselves and the mails. Under such circumstances, management will be advised as soon as possible. When operations are curtailed, the President of the NALC will be advised.

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. This item referred to impasse February, 1996.
3. Selection will be made by Carriers, submitting 3971 to the supervisor who will post the Carriers' names in the space selected on the pick-list. Forms will be submitted in duplicate. A separate P S Form 3971 will be used for each period selected as mentioned in Item #7.

4. Carriers will be responsible for providing written information through their Union Representative if they should be absent during the selection period. In the event that the Union Representative should be absent, then to the person delegated by the Union Representative.
5. Leave to attend Union activities will be that set forth in Item #20, Article 30, of the National Agreement.
6. All advance commitments for granting leave must be honored except in serious emergency situations.
7. **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.
8. **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 to 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. The applicant applying for this leave must apply for the full week (40 hours). This leave, when properly applied for, shall be awarded to an applicant junior to the person who cancelled the leave. If no junior applicant applies, it may be granted to an applicant senior to the person cancelling the leave. Only after the above has been applied, will the period cancelled be open for application for days or hours less than the full week (40 hours).
9. **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.
10. **MILITARY LEAVE:** Military Leave will not count as part of a Carrier's selection for the choice period, nor will it count against the Branch's quota for the choice period.
11. When Letter Carriers change their assignment installation-wide, they will retain their approved leave.
12. **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 absence. On return to duty, the employee must

submit P S 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 leave will be afforded in accordance with Part 512-412 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 the Punta Gorda Post Office will be 14% from the first full week in February through the last week in November. 8% will be allowed off the remainder of the year.

ITEM #6 - THE DETERMINATION OF THE BEGINNING DAY OF ANY EMPLOYEE'S 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.

A. Jury duty shall not be charged to the choice vacation period.

B. 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 ANNUAL LEAVE EACH WEEK DURING THE "CHOICE VACATION PERIOD".

14% of each unit will be permitted leave for vacation for the period from the first full week in February through the last full week in November. In applying the percentage, fraction of .50 and higher will permit one additional person off. Under .50 will be discarded. 8% of each unit will be permitted leave for vacation for the remainder of the year. Sections/units shall consist of Zone 50, 52, and 80/83.

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

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 EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

No later than November 1st 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 THE CHOICE VACATION PERIOD.

1. After the period for selecting the choice vacation has been closed, Carriers may, at their option(s), select additional leave. Beginning at the time the majority of regular Carriers begin their tour of the first work day after the close of the choice period selection time, a second round selection will be allowed in increments of 5 or 10 days. These selections will be by seniority in the work unit. This will enable some employees to add on to their original choice of annual leave to lengthen their vacation without depriving others of a prime time choice. The period for these selections will last through the end of the last regular work day prior to New Year's Day. Approval of this leave will be given no later than the beginning of the new leave year.
2. 14% of all Carriers, as defined in Article 4, Section 2, will be permitted other leave from first full week in February through the last full week in November. 8% of each unit will be permitted leave for vacation for the remainder of the year. In applying the percentage, fraction of .50 and higher will permit one (1) additional person off. Under .50 will be discarded. Sections/units shall consist of Zone 50, 52, and 80/83.
3. Application for other leave throughout the leave year submitted after that leave specified in Item 12.1 above will be decided based on seniority when submitted consistent with Item 12.4 below. No applications will be acted on until 10:00 A.M., except where the provisions of Item 12.6 applies.
4. All requests for incidental leave must be received the Monday prior to the beginning of the service week, except as provided in Item 6.
5. Leave application will be decided on within 72 hours; otherwise, the leave is approved.

6. 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 at straight time.

ITEM #13 This item referred to Impasse February, 1996.

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

Overtime desired lists will be by sections. Sections shall consist of:

- A. Zone 50
- B. Zone 52
- C. Zones 80/83

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

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 A 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 - THE 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.