

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE
ACTON, MA

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO
BRANCH 25

2019 - 2023

This Local Memorandum of Understanding (LMOU) between the National Association of Letter Carriers Branch 25 and the United States Postal Service, Acton, MA shall remain in effect from September 20, 2019 through May 20, 2023.

Item 1. Wash up Time

Carriers will be allowed reasonable wash up time during their tour of duty.

Item 2. Work Schedules

All letter carrier routes in the Acton Post Office shall be on a rotating schedule, with the exception of those carriers currently having fixed days off.

Item 3. Curtailment of Postal Operations

Letter carriers shall not be required to deliver mail under the following conditions:

1. When the health and safety of the letter carrier may be endangered.
2. When a determination has been made that an emergency situation such as fire, flood, extreme weather conditions or any other situation that would prevent groups of employees from working or reporting to work, the Postmaster or his designee will consult with the shop steward or his designee as soon as possible as to the action to be taken regarding those workers affected.

While the advice of local authorities may be solicited, the decision as to the curtailment of services or termination of postal operations is the responsibility of the Postmaster.

Item 4. Leave Program

1. Vacation call in. No letter carrier shall be called in to work while on annual leave.
2. Military leave. Military leave will not be charged as part of a carrier's selection for the choice period, nor will it be charged against the quota for the choice period.
3. Vacation cancellations. The employer shall re-post all vacation cancellations as soon as it is notified.
4. Exchanging of leave. There shall be no exchanging of leave unless all letter carrier senior to either one of the carriers exchanging leave have had an opportunity to participate in the exchange.
5. Method of making choice vacation selections. The calendar method will be used to select choice vacation periods. Leave forms will be distributed and filled out upon completion of the selections.
6. Choice vacation schedule will be posted no later than May 1st.

Item 5. Choice Vacation Duration

Choice summer vacation period shall be from May 1st through September 30th.

Item 6. Beginning of Choice Vacation Period

The leave week during the choice vacation period shall be Monday through Saturday.

Exceptions may be granted by agreement among the employee, the union representative and the employer.

Carriers shall be allowed to take part of a week of annual leave provided it doesn't interfere with a carrier requesting the whole week.

Item 7. Number of Choice Vacation Periods

1. 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 on their first choice, in accordance with leave earned annually.
2. May request one period not to exceed 15 days during the choice vacation period.

Item 8. Leave Charged to Choice Period

1. Jury duty will not be charged against the choice period of the employee nor against the total number of employees allowed annual leave during the choice period.
2. National or State Conventions. A carrier attending a national or state convention shall be eligible for another available period within the choice vacation period.

Item 9. Number of Employees Off During the Choice Vacation Period

- A. The employer shall allow 17% of letter carriers, including city carrier assistants (CCAs), off during the choice vacation period.
- B. CCA's who request and are approved annual leave during the choice period who are unable to use annual leave due to being in their first 90 days after being converted to regular may choose to use LWOP in lieu of annual leave and those leave slots will be considered filled and no longer available.

Item 10. Prime Time Vacation Schedule Notice

1. Employees applying for vacation periods will submit such application on form 3971 in duplicate.
2. Management will furnish the employee the duplicate of form 3971 indicating approval of choice vacation period by May 1st.

Item 11. New Leave Year Notification

Management shall notify letter carriers of the beginning date of the new leave by posting the date on the carriers' bulletin board by November 1st during each year of this agreement.

Item 12. Other Than Prime Time

1. Requests for less than eight (8) hours same day leave will be granted by rotating seniority up to 9:00AM.
2. Letter carriers requesting annual leave during non-prime time will submit PS Form 3971 no more than thirty (30) days in advance and no less than the Tuesday prior, when possible, unless appropriate documentation such as airline tickets, hotel reservations, etc. is provided and agreed to by both management and the NALC.
3. It is understood that 17% of the letter carriers, including city carrier assistants(CCA's), will be allowed annual leave during the entire leave year.

Item 13. Holiday Scheduling

The employer will select carriers to work on holidays in the following order:

1. PTF'S
2. FTR who volunteer to work on their n/s day by seniority.
3. FTR who volunteer to work on their holiday or day designated as their holiday by seniority.
4. CCA'S
5. FTR who did not volunteer to work their n/s day by inverse seniority.
6. FTR who did not volunteer to work their holiday or designated holiday by inverse seniority.

If after the posting period a need arises for additional or replacement employees, selection will be according to Item 13.

Item 14. Overtime Desired List.

The overtime desired list shall be by section. For the purpose of definition, section will be the letter carrier craft.

Item 15, 16, 17. Light Duty Assignments

Light duty assignments shall be assigned to ill or injured employees to utilize them to their fullest ability without detriment to any craft.

No light duty assignment will be assigned to an ill or injured employee that would be harmful to his health and well-being.

Item 18. Identification of Sections.

A section shall be defined as a delivery unit throughout the Acton Post Office.

Item 19. Employee Parking.

Parking on postal premises shall be limited to one vehicle per employee within designated areas, on a first come first serve basis.

Item 20. Annual Leave to Attend Union Activities.

Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule will not be part of the total choice vacation period.

Item 21. Craft Provisions.

1. Scope and method of posting and bidding.
 - a. Notice inviting bids shall be posted on an installation basis.
 - b. Notice inviting bids for letter carrier assignments and to such other assignments to which a letter carrier is entitled to bid shall be posted on the official bulletin board for 10 days. Copies of the notice shall be given to the shop steward or designee. Shorter bid periods shall be agreed upon by management and the union.

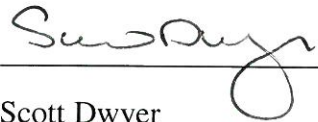
- c. When an absent employee has so requested in writing, stating his or her address, a copy of any notice inviting bids shall be mailed to the employee.
- d. Letter carrier assignments shall be posted when there is a change of more than one hour.
- e. When a temporary position exists for the PTF letter carriers, it shall contain the following:
 - i. Upon selecting by seniority an available duty assignment of five (5) days duration or longer, the senior PTF letter carrier shall assume the starting time and non-schedule day of the assignment so selected.
- f. In the event a regular assigned carrier is requested to work his/her non-scheduled day, the carrier shall be assigned to work his/her own route. The T-6 (NALC 2) will move to a route vacant within his/her string. If more than one route is open, the T-6 (NALC 2) may choose which route to move to. If there is no route vacant in the T-6's string, the T-6 may bump a carrier who has opted for a temporary vacancy within the T-6's string. If there is no vacant route in the T-6's string being held by an opting carrier, the T6 will follow the same bumping procedure as above outside his/her string. In the event the T-6 is requested to work his/her non-scheduled day, the T-6 shall be assigned to cover his/her choice among vacant routes within his/her string. If there is no vacant route in his/her string the T-6 may bump an opting carrier from a route in his/her string. If no routes are available in the T-6's string the T-6 may follow the same bumping procedure outside his/her string. Any opting carrier, who is bumped because of this, will be guaranteed 8 hrs. for the day bumped, and may be used in the best needs of the service for that day.
- g. 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 procedures in this Article.

Item 22. Addenda to Local Memorandum of Understanding.

- 1. Management will provide a designated smoking area for letter carriers.
 - a. Designated smoking areas are the carrier loading dock and the mail transport platform.
- 2. Food and drink will be allowed at carrier cases providing it does not interfere with normal casing of mail.
- 3. The designated employee smoking locations shall be next to the shed in the main parking lot and the shed adjacent to the back door in rear parking lot.

The parties agree that the terms and conditions of this LMOU will remain in full force and effect until the parties open negotiations in a future implementation period. If the LMOU is not opened there will be no changes to the terms and conditions herein.

USPS



Scott Dwyer

Postmaster

Date: 5/20/2021

NALC



David J. Barbuzzi

President

Date: 5/20/2021