

LOCAL MEMORANDUM OF UNDERSTANDING

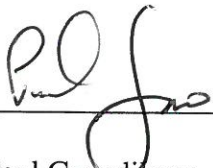
BETWEEN

UNITED STATES POSTAL SERVICE
NEWBURYPORT, MA 01950

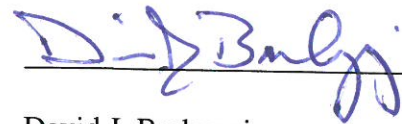
AND

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO
BRANCH 25

SEPTEMBER 2019 – MAY 2023



Paul Capodilupo
Postmaster, Newburyport P.O.



David J. Barbuzzi
President, Branch 25

ITEM 1. WASH-UP TIME

We will adhere to the National Agreement, Article 8 Section 9. (Reasonable wash-up time for those employees who perform dirty work or work with toxic materials.

ITEM 2. ESTABLISHMENT OF WORK WEEK

All letter routes will have rotating days off.

ITEM 3. GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS

The decision for curtailment or termination of postal operations to conform to the orders of local authorities, or as local conditions warrant because of local conditions, shall be made by the installation head.

Administrative leave will be granted in accordance with Section 519 of the ELM.

ITEM 4. LOCAL LEAVE PROGRAM

On March 1st the steward, or someone designated by the union will begin to complete the choice vacation period roster. This designee will go to the carriers, by seniority, and show them what is available. The carrier will have 24 hours to make his/her selection. The designee will then advance to the next senior carrier.

NOTE: If a carrier fails to make a selection within the 24-hour period, he/she will forfeit their standing in the seniority roster and will make his/her selections after the rest of the carriers.

Carriers who become ill while on annual leave during the choice period shall be allowed to have another selection during the choice period, provided selections are available and medical documentation in accordance with the ELM is provided.

All cancellations shall be re-posted as soon as management is notified of the cancellation. The NALC shall be responsible for awarding said cancelled weeks.

There shall be no exchanging of leave.

Military leave will not count as part of a carrier's selections for the choice period, nor will it count against the quota for the choice period.

Military leave will not count against the quota in the non-choice period.

FMLA leave, sick, or lwop, will not count as part of a carrier's selections for choice period, nor will it count against the quotas for choice or non-choice period.

ITEM 5. DURATION OF CHOICE VACATION PERIOD

The choice vacation period will run from the week including Memorial Day until the first full week after Labor Day.

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

Choice vacation weeks will begin on Sunday and end 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

Career employees and CCA'S may, at their option, request two selections during prime time in units of five or ten days, not to exceed fifteen days.

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

Jury duty will not be considered as part of the quota of carriers off during the choice vacation period.

Attendance at Union conventions shall not be charged as a vacation selection. At the beginning of each year when the conventions week has been determined, a slot shall be withheld for a funded delegate for the convention.

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

There shall be 15% of the career carrier work force allowed off during the choice vacation period. The 15% will be calculated based on the on the rolls complement when the new leave year begins. Any fraction of .5 or higher will be rounded to the next higher number. (*Although the quota is based only on career carriers, CCA's will be granted leave in accordance with Article 7 of this LMOU provided they will have sufficient leave accrued for their choice period selection)

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

A duplicate of the properly submitted 3971 will be returned to all employees for choice vacation periods. These will not be subject to the two-day return provision of non-choice time 3971's.

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

The leave year notice will be posted on the bulletin board when it is received in the office.

ITEM 12. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN CHOICE VACATION PERIOD

A. Leave slips for annual leave other than the choice vacation period may be submitted not more than 90 days prior to the date of the annual leave requested. Exceptions to this provision will be made when extraordinary circumstances apply (wedding, graduation, etc.) and the union approves the waiver of the 90-day limit.

B. Leave slips must be submitted 48 hours prior to the time requested. Approval of slips submitted less than 48 hours in advance will be at management's discretion, regardless of the quota.

C. The number of letter carriers allowed to take annual leave in other than the choice vacation period shall be 7% of all letter carriers (career and CCA) on the rolls complement at the time the PS Form 3971 is submitted,

for all non-choice excluding December. December will be 7% of career employees. Any fraction of .5 or higher shall be rounded up to the next higher number. Leave shall be granted daily by seniority. Nothing herein prohibits a CCA from taking leave during December if a slot is available.

D. All properly completed PS 3971's will be returned to the carrier within 48 hours of their completion and marked either approved or disapproved with proper reason if disapproved. "Needs of service" is not sufficient. If the 3971 is not returned within 48 hours, it will be considered approved, and the leave will be granted.

E. Only annual leave will apply to the quota.

ITEM 13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

A. All CCA'S and part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.

B. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday – by seniority.

C. All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day – by seniority.

D. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered to work on what would otherwise be their non-scheduled day – by inverse seniority.

E. Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their holiday or designated holiday – by inverse seniority.

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

For the purposes of this agreement, the Newburyport Post Office shall be considered one section and tour. Thus, all carriers placing their names on the OT desired list shall be grouped together.

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

The provisions of Article 13 of the National Agreement will be adhered to when light duty requests are received. Management will make every attempt to provide a light duty assignment to an affected employee.

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.

The provisions of Article 13 of the National Agreement will be adhered to.

ITEM 17. IDENTIFYING LIGHT DUTY ASSIGNMENTS

The provisions of Article 13 of the National Agreement will be adhered to.

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

The provisions of Article 12 of the National Agreement will be adhered to.

ITEM 19. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

Existing parking spaces will be allocated on a first come first served basis to all Newburyport employees.

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

Time to attend union activities will not be counted towards any leave quotas.

ITEM 21. CRAFT ITEMS

1. Each regular carrier will have a 3-day trial period on a new bid assignment during which they may return to their previous assignment without using a bid, provided there is no more than one position posted to a normal situation. (Retirement, transfer, resignation, etc.)
2. 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 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 routes or full-time duty assignments was abolished shall be posted for bid in accordance with the posting procedures in Article 12 of the National Agreement between the USPS and the NALC.

ITEM 22. SENIORITY, REASSIGNMENT AND POSTING

As soon as a hold down of five days or longer becomes available*, management will notify all eligible employees by either telling them directly, or posting such notice at the time clock. All eligible employees may express their desire, by seniority, to hold down such a position.

*For the purpose of this agreement, a hold down is available immediately upon management learning that an absence will exist. For instance, if a letter carrier leaves work Tuesday afternoon for emergency surgery, that hold down is available beginning Wednesday morning.