

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

BRANCH 25
NATIONAL ASSOCIATION OF LETTER CARRIERS
AFL-CIO

AND

UNITED STATES POSTAL SERVICE

AT

BILLERICA, MASSACHUSETTS 01821-9998

2019-2023

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ITEM 1. WASH-UP TIME

Installation head shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials.

ITEM 2. BASIC WORK WEEK

A. All regular carriers shall be on a rotating non-scheduled work-day basis.

B. Unassigned regular carriers, shall be on a rotating non-scheduled work day basis, except, that when they bid a vacant assignment, they will take the non-scheduled day of that assignment.

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 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. This decision will be communicated to the local NALC representative.

ITEM 4. LOCAL LEAVE PROGRAM

A notice shall be posted by February 1st, notifying carriers that bidding for prime time vacation periods will begin February 15th. When a carrier is approached he/she will have 24 hours (maximum) to make their choice before the calendar goes to the next senior carrier.

The calendar will be controlled by the union steward or designee.

The second round of bidding will begin immediately upon completion of the first round, and is to be completed no later than April 1st.

On the first round carriers may select 5, 10, or 15 consecutive days in accordance with the National Agreement. Carriers may split their first choice for annual leave into increments of 5 and 10 or 10 and 5 days.

On the second round, carriers may bid any vacant weeks up to the three week maximum per the National Agreement.

Cancellation of annual leave must be in full week increments. Leave must be cancelled with 10 days' notice and said leave will then be posted for bid for 3 days with the Union awarding said leave.

ITEM 5. DURATION OF CHOICE PERIOD

Choice period of annual leave will be from the first full week in May and run for nineteen (19) consecutive weeks.

ITEM 6. BEGINNING DAY OF VACATION PERIOD

The employees' vacation shall start on a Monday and end on a Sunday.

ITEM 7. SELECTIONS DURING CHOICE PERIOD

Carriers will be allowed to bid 5, 10, or 15 days based on what he/she is allowed under Article 10, Section 3.D. 1 & 2 of the National Agreement.

ITEM 8. UNION/JURY LEAVE DURING THE CHOICE PERIOD

Leave for union, state, or national conventions will be in addition to the employee's choice vacation, but will be included in the quota of employees allowed off. Leave requests for Convention Leave will

take precedence over other requests for the same period. If an additional travel day is required, up to two employees will be granted leave above the complement towards full weeks. Should there be incidental leave cancellations, these 2 will count towards the complement.

ITEM 9 NUMBER OF EMPLOYEES OFF DURING THE CHOICE PERIOD

The A/L quota will be 16.5% of all career letter carriers on the roles as of February 1st of each leave year. Any fraction of .5 or greater will be rounded up to the next higher number. The CCAs will select leave in each round based on relative standing once the career carriers have made their selections. The CCAs will count towards the Billerica quota regardless of where they happen to be working when the leave is requested and or taken.

* Once the choice leave calendar has been completed, any vacant weeks will be available to all carriers, including CCAs that have a sufficient balance of A/L, regardless of how many weeks they have been awarded in choice period. However, ALL leave will apply towards the compliment of carriers allowed off.

ITEM 10 NOTIFICATION OF APPROVAL TO EMPLOYEES

Approval of the selected choice vacation will be returned to the selecting carrier within 7 days of the completion of the leave calendar. (PS 3971 should be prepared in duplicate).

ITEM 11 NOTIFICATION OF NEW LEAVE YEAR

Upon management's receipt of the Postal Bulletin defining the new leave year, a copy will be provided to the shop steward.

ITEM 12 OTHER THAN CHOICE VACATION PERIOD

A. Leave for 3 or more days may be requested up to 6 months in advance, leave for less than 3 days may be requested up to 90 days in advance. Leave requested on PS Form 3971 will be approved or denied within 48 hours, unless the time requested is for that same day or the following day. In that case, it will be approved or denied at the time of the request. The above will be on a first request basis. If 2 or more employees request leave on the same day for the same hours, seniority will prevail.

B. The number of employees permitted to take annual leave in other than prime time will be 11.5% of all career letter carriers on the roles as of January 1st of each leave year. Any fraction of .5 or greater will be rounded up to the next higher number. The CCAs will be able to select leave as long as they will have sufficient A/L when the leave is taken. The CCA carriers will count toward the Billerica quota regardless of where they happen to be working when the leave is requested and or taken.

ITEM 13 HOLIDAY SCHEDULING

The following sequence will be followed when scheduling employees to work on a holiday or designated holiday provided that such scheduling produces a work force which meets the operating skill requirements of the holiday or designated holiday.

A. All CCA's and part-time flexible employees to the maximum extent possible, regardless of the necessity to pay overtime premiums.

B. All full-time regular employees who volunteer to work either their holiday or their non-scheduled day shall be combined into a single group, ranked in seniority order, and selected in seniority order.

C. All full-time regular employees who did not volunteer to work their non-scheduled day in inverse seniority order.

D. All full-time regular employees who did not volunteer to work their holiday in inverse seniority order.

E. When non-scheduled and holiday employees are required to work a holiday, the senior employee will be given his/her choice of assignment.

ITEM 14 OVERTIME DESIRED LIST

The overtime desired list shall be established by delivery unit.

ITEM 15 LIGHT DUTY (Number of Assignments)

Consistent with N/A.

ITEM 16 LIGHT DUTY-METHOD

Consistent with N/A

ITEM 17 LIGHT DUTY IDENTIFICATION

Consistent with N/A.

ITEM 18 ID ASSIGNMENTS WITHIN A SECTION

For purposes of Article 12 of the National Agreement, the entire Billerica installation will comprise a section.

ITEM 19 PARKING

Parking spaces in excess of USPS needs will be available on a first come first served basis. Additional parking is available in the lot directly across the street.

ITEM 20 ANNUAL LEAVE FOR UNION ACTIVITIES

Leave for Union activities will be in addition to the employee's choice vacation selection but will be part of the quota. Leave for state and national conventions may be requested prior to the bidding of prime time vacations.

ITEM 21 LOCAL CRAFT PROVISIONS

All vacant or newly established carrier routes will be posted for seven (7) days installation wide. Bids will be separated by delivery unit, with all bids from the delivery unit of the posted route being considered before any bid from the other delivery unit is considered. In other words, if a Billerica delivery unit is posted, Lowell and Chelmsford delivery unit bids will not be considered unless there are no eligible Billerica delivery unit bids and vice versa.

A letter carrier route will be posted when there is a change of more than one (1) hour in the starting time.

When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignments of the junior employee(s) is abolished at the delivery unit as a result of but not limited to, route adjustments, housing projects, highways, 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 assignments was abolished shall be posted for bid in accordance with the posting procedures in the Article.

In the event the regularly assigned carrier is requested to work his/her non-scheduled work-day, he/she shall be assigned to work his/her own route, if there is an opening in that string for the T-6 to move to. (For the purposes of this provision, an "opted" route is considered open). In this event, the T-6 will move to another route within that string. If there is more than one available route in a T-6's string under these circumstances, the T-6 will be allowed to choose which route he/she is assigned to for the day. The T-6 will not be moved off their string. However, under the limited circumstances of a T-6 being "bumped" when a regular carrier is assigned to work overtime, a T-6 may volunteer to work off his/her assignment to any available assignment in the delivery unit prior to that assignment being made available to a replacement carrier. A T-6 carrier who works his/her non-scheduled day shall be used to perform carrier work in his/her string of five (5) routes, provided there is a vacancy available on his/her string. A T-6 carrier may volunteer to work off his/her assigned swing on a non-scheduled day.

**ITEM 22 SENIORITY, REASSIGNMENT, AND POSTING;
MISCELLANEOUS PROVISIONS**

A. The senior applicant for a vacant assignment shall be placed in the new assignment within fifteen (15) days of the closing of the bids, unless on leave, except that during the month of December, he/she shall be placed in the new assignment within the first fifteen (15) days in January.

B. Successful bidders for posted vacant assignments shall accept the non-service days that accompany the new assignment.

C. T-6 and reserve carrier vacancies are to be posted and bid for in the same manner and subject to the same provisions as provided in this Article of the Memorandum of Understanding.

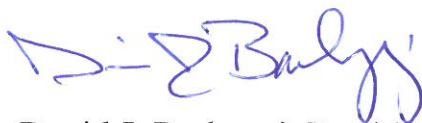
D. A locked bid box will be provided for the submission of bids to be opened by management in the presence of the shop steward or his/her representative.

E. The parties signatory to this agreement agree that the Billerica, Lowell, and Chelmsford delivery units will have their overtime desired lists, holiday schedules, and vacation calendars/quotas separated.

SEPARABILITY AND DURATION

This Memorandum of Understanding is entered into on May 12, 2021 at Billerica, Massachusetts between the representatives of the United States Postal Service and the designated agent of Branch 25, National Association of Letter Carriers, AFL-CIO, pursuant to the Local Implementation of the 2019-2023 National Agreement with the National Association of Letter Carriers.

By:



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Branch 25

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