

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

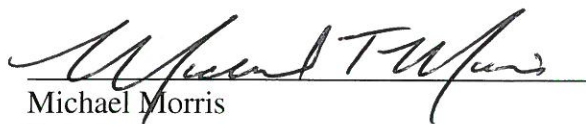
UNITED STATES POSTAL SERVICE
DRACUT, MA

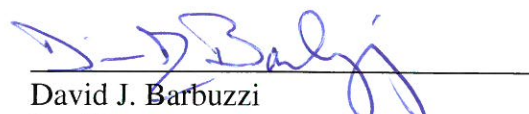
AND

NATIONAL ASSOCIATION OF LETTER CARRIERS
BRANCH 25

United States Postal Service
Dracut, MA
01826-9998

National Association of Letter Carriers
NALC Branch 25
NE Merged, MA


Michael Morris
Postmaster


David J. Barbuzzi
President

SECTION 1. Additional or longer wash-up periods.

Carriers will be granted reasonable wash-up time when performing dirty work or working with toxic.

SECTION 2. The establishment of a regular work week of five days with either fixed or rotating days off.

All Full-time regular carriers will be on a rotating work week schedule.

SECTION 3. Guidelines for the curtailment or termination of postal operations.

1. It is recognized by both parties that on occasions, emergency conditions may exist to cause management to consider curtailing services. In such cases, Management will take into consideration the following factors:
 - a. The safety and health of employees
 - b. The degree of emergency as stated by and acted upon by responsible United States Government Authorities.
 - c. The requirements of its customers.
2. Management will then consult with the Union, Branch President or Steward, and after consultation, determine and implement any action necessary.
3. Management will avail themselves of all public media to notify employees if necessary.
4. Management shall make every effort to clear relay and collection boxes of ice and snow.
5. When necessary, Management will notify the public through the news media to clear snow and ice from in front of mail boxes and also walks leading to mail boxes that are located on homes.
6. Management will attempt to notify carriers on the street by whatever means possible, scanner texts, cell phones etc.

SECTION 4. Formulation of local leave program.

Beginning the first Monday in February, carriers by seniority, will be allowed to bid their prime time vacation. Each carrier will have two (2) days to make their selection. Management will supply a calendar.

The second go-around of bidding will commence immediately upon completion of the first round. During the second go-around, each carrier by seniority will have one (1) day to make their second selection.

Employees will submit their vacation choices in duplicate, on PS Form 3971, and when approved by Management the duplicate will be returned to the employee.

Choice vacation shall be awarded as provided for in Article 10 Section 3.D.1,2,3 of the National Agreement and this LMOU. Choice vacation leave is to be granted on a seniority basis.

In case of cancellation, the full week must be cancelled, no partial week.

Employees will give Management two (2) weeks' notice if he/she cannot fulfill his/her choice bid. Any cancellation of vacation timely received will be promptly posted. A three (3) work day period will be allowed for bids by seniority for the cancelled time. It will be awarded to the senior bidder who has not been afforded leave in accordance with Article 10 Section 3.D,1,2,3 of the National Agreement.

In addition to the first and second bidding, carriers will be granted annual leave, in increments of eight (8) hours up to the maximum percentage allowed, providing no other leave has been granted, such as but not limited to jury duty, military leave, or convention leave. Sick leave for this purpose will only be considered if it is five (5) days or longer. Such requests will be approved or disapproved within 48 hours.

SECTION 5. Duration of the choice period.

The choice vacation period will commence on the first Sunday prior to Memorial Day and will continue for 18 total weeks. Additional weeks will be added if necessary.

SECTION 6. Beginning day of vacation period.

The vacation period will commence on Sunday and end on Saturday.

SECTION 7. Selections during choice period.

Employees at their option may request 2 selections during the choice vacation period in units of five (5) and ten (10) consecutive days or one selection of fifteen (15) consecutive days. The total leave approved, during these 2 selections, cannot exceed the number of days authorized in Article 10 Section 3 D.1,2, or 3 as appropriate.

SECTION 8. Union/Jury leave during choice period.

(One delegate only) The leave for National and State conventions shall be blocked off to insure that a delegate may be granted leave in accordance with Article 24, Section 2.B. of the National Agreement. Application for such leave should be submitted as soon as practicable. This leave will count towards the number of carriers on leave but will not apply towards the carrier's leave allowance under Article 10 of the National Agreement.

SECTION 9. Number of employees off during prime time.

Fifteen (15) percent of the carriers, including CCA's, on the rolls on February 1st, will be allowed off during the choice vacation period. Fraction of 0.5 or greater will be rounded to the next whole number.

During the choice vacation period, when 15% of the carrier work force have not bid choice periods, carriers will be allowed off up to the 15% in accordance with above in segments of eight (8) hours.

These percentages will include up to one employee on Military leave.

SECTION 10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

PS Form 3971's will be returned to the employee upon completion of the prime time calendar.

SECTION 11. Notification of leave year.

Consistent with National posting.

SECTION 12. the procedures for submission of applications for annual leave during other than the choice vacation period.

Leave shall be granted to 10% of the carriers, including CCAs, with fractions of 0.5 or greater rounded up to the next whole number.

Leave requests of 3 or more days may be submitted up to 6 months in advance by properly completing PS Form 3971 and turning it in to the appropriate supervisor.

Leave requests of less than three days may be submitted up to 45 days in advance by properly completing PS Form 3971 and turning it in to the appropriate supervisor.

Leave requests will be approved or denied within 48 hours.

SECTION 13. The method of selecting employees to work on a Holiday.

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.

1. All part-time flexible employees and CCA'S to the maximum extent possible, regardless of the necessity to pay overtime premiums.
2. 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.
3. All full-time regular employees who did not volunteer to work their non-scheduled day in inverse seniority order.
4. All full-time regular employees who did not volunteer to work their holiday in inverse seniority order.
5. When non-scheduled and holiday employees either volunteer or are required to work a holiday, the senior employee will be given his/her choice of assignment.

SECTION 14. Whether "Overtime desired" lists in Article 8 shall be by section or tour.

The overtime desired list shall be by installation.

SECTION 15. Number of light duty assignments.

Consistent with National Agreement.

SECTION 16. Assignment of light duty.

Consistent with National Agreement.

SECTION 17. Light duty assignment identification.

Every reasonable effort will be made to provide light duty assignments when such work is deemed to be available.

The following will be considered Light Duty assignments for full time regular and part time flexible letter carriers by Branch 25 NALC. Assignment will depend on the physical conditions and capabilities of the individual who makes the request and availability of assignments:

1. Performing all the office work on his/her regular assignment, and in the cases of a part-time flexible or CCA, a vacant assignment.
2. Assisting in casing the mail of a temporarily heavy or over-burdened route or routes.
3. Parcel post, relays, and express mail duties.
4. Collections, depending on the physical condition of applicant.

These items will not preclude other available assignments.

SECTION 18. Identification of sections.

For purposes of applying Article 12 of the National Agreement, the entire installation shall be considered a section.

SECTION 19. Parking

Parking facilities will be made available to the employees.

SECTION 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.

Leave approved to attend Union activities prior to the granting of choice vacation period will be counted in the percentage provided for in section 9 of the Memorandum and in accordance with Item 8 of the Memorandum.

SECTION 21. Those other items which are subject to local negotiations as provided in the craft provisions of this agreement.

Article 41 Section 1.A.5: Letter carrier routes will be posted when there is a change in the starting time of more than one hour.

Article 41 Section 1.B.3: Vacant routes will be posted for seven (7) days.

Article 41 Section 1.C.4: A full-time regular scheduled to work on a non-scheduled day will be assigned to their current bid job. If a "T-6" is scheduled to work that position, he or she will be moved to a route of their choice within the swing that is vacant. If no routes are available within the swing, he or she will select from any remaining full-time open routes by seniority.

A carrier may make an exchange of the non-scheduled work day with another carrier, subject to the approval of the Shop Steward and the supervisor.

Blood leave will be approved consistent with the National Agreement.

SECTION 22. Seniority, reassignment and posting.

1. Full-time assignments will be posted for bid within 48 hours after becoming vacant.
2. The shop steward or his/her designee and management shall jointly open the bid box at the close of bidding for vacant carrier assignments.
3. Any regular carrier wishing to bid on a vacant route, on a trial basis, will be allowed to carry said route for two (2) days only. If, after the two (2) day trial period, the carrier does not want to accept said route, he/she shall have retreat rights to his or her original route.
4. Should the carrier bidding on a vacant route accept said route, then his/her original route shall be declared vacant and posted for bid.
5. Should a T-6 position become vacant, any regular carrier wishing to bid on it will be allowed. The trial period for a T-6 position will be 5 work days.
6. The senior applicant for a vacant assignment shall be placed in the new assignment within 15 days of the closing of bids, unless on leave except that during the month of December, he/she will be placed in the new assignment within the first five (5) work days in January.
7. Successful bidders for posted vacant assignments shall accept the non-work days that accompany the new assignment.

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.

Day to day seniority.

Daily carrier vacancies shall be filled by choice, by seniority amongst qualified carriers in the following manner.

A. Reserve regulars/unassigned regulars.

B. Seniority will be the guide for filling assignments of part-time flexibles and CCA's.

Management will make every attempt to equalize the number of work hours among PTF carriers on a weekly basis.

Vacancies of five (5) or more days:

Carrier vacancies of five (5) work days or more shall be filled by verbal bid, by seniority, as follows:

1. Reserve and unassigned carriers.

2. Part-time flexible carriers.

3. CCA's.

4. Successful bidders will take the non-scheduled days of the assignment bid.

Miscellaneous provisions.

A. Management agrees to allow the President or Steward to look over the schedule of overtime hours.

B. A committee of four members of the Dracut Post Office compromised of, two (2) from the NALC and two (2) from Management shall hold quarterly Safety and Health meetings to recommend measures to the Postmaster for action and/or adoption.

C. The parties to this agreement shall hold two (2) Labor Management meetings annually.

a. These meetings shall be by mutually agreed upon date and time.

b. Agenda: It is agreed that the agenda items for discussion at these meetings, shall be exchanged by the parties to this agreement at least two (2) full working days before the scheduled meetings. Items not placed on such agendas shall be discussed only by mutual consent of the parties.

The undersigned parties agree that there will be two delivery units within the Dracut installation. The terms of this LMOU for the purposes of posting of assignments apply separately to each delivery unit. All other terms (Seniority, holiday schedules, overtime, vacation leave and any miscellaneous provisions) apply to the Dracut installation as a whole.

Positions will be posted for bid or opt within the delivery unit prior to being posted installation wide.

The provisions of Article 12 of the National Agreement regarding excessing will apply to the entire installation as a whole, with no distinction between delivery units.