

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE  
ROCKPORT, MA

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO  
BRANCH 25

2019-2023

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#### ITEM 1

Letter carriers will be allowed reasonable wash-up time.

#### ITEM 2

All full-time letter carriers in the Rockport Post Office will have rotating days off.

#### ITEM 3

Any curtailment of operations due to an emergency is up to management. A letter carrier's safety supersedes any other consideration. A decision to curtail delivery may be made by management, who will at that time, consult with the union president or, his or her representative. Curtailment of service must be documented.

#### ITEM 4

The leave provisions of both choice period (prime time) and non-choice period apply to all letter carriers, both career and cca.

A. Primetime vacation will be requested using PS Form 3971. The primetime vacation selection process shall begin on January 15<sup>th</sup>. Selections will be made by seniority. Each letter carrier will have 48 hours to make his or her choice(s).

B. Whenever primetime vacation leave is cancelled by a letter carrier, management will notify the union steward. Whenever primetime leave is cancelled, it must be cancelled in weekly increments. Cancellation of any portion of primetime leave in less than one-week increments will not be permitted. Weekly increments will be determined as described in ITEM 6. The union steward will notify letter carrier craft employees of all cancelled primetime leave. This time will become available to letter carriers on a seniority basis, provided that three weeks of primetime leave have not already been granted to the senior letter carrier. In this case, it will then be made available to the next senior letter carrier.

C. Exchange of leave is not permitted, except under unusual circumstances and with the mutual consent of the union and management.

D. No letter carrier will be called off of annual leave.

E. Military leave will not count as part of a letter carrier's selection for primetime leave.

F. Letter carriers must provide two weeks' notice to cancel choice vacation leave.

#### ITEM 5

The primetime vacation period is from Memorial Day through Columbus Day.

#### ITEM 6

The primetime vacation week will run from Sunday through the end of tour on Sunday.

#### ITEM 7

Each letter carrier will be allowed to make primetime choices of 5, 10, or 15 days.

#### ITEM 8

- A. Jury duty will not be considered as part of the quota of letter carriers allowed off during the primetime vacation period.
- B. Two delegates may attend national and state union conventions. If only one delegate is attending a convention, this will not be charged to the quota of letter carriers allowed off during primetime weeks. If two delegates are attending a convention, one delegate's time will be charged to the quota of letter carriers allowed off during a primetime week.
- C. Management will make every reasonable effort to permit one union official to attend union Rap Sessions, training sessions, and seminars.
- D. Up to two hours or a reasonable amount of administrative leave will be afforded to a blood donor.

#### ITEM 9

Two letter carriers will be allowed off each week during the primetime vacation period.

#### ITEM 10

Each letter carrier craft employee will submit PS Form 3971 in duplicate. A copy signed by the responsible supervisor, will be returned to each letter carrier craft employee, informing him or her of their primetime vacation schedule by March 15<sup>th</sup> of each year.

#### ITEM 11

Management will notify letter carriers of the new leave year by November 1<sup>st</sup> through the duration of this contract.

#### ITEM 12

- A. All dates not included in primetime or choice period are considered non-choice period.
- B. The quota for non-choice period is one employee, with the exception that the week of February school vacation in Massachusetts there will be 2 employees allowed off.
- C. In addition to leave selected for primetime as indicated above, leave requests will be submitted no earlier than six months prior to the date requested.
- D. Leave requested on the same day will be granted by seniority. Other leave requests will be first come first served.
- E. Leave requests submitted by CCA's will be subject to the CCA being projected to accrue a sufficient leave balance to cover the leave requested.
- F. Leave must be canceled in the same increment that it is taken.

### ITEM 13

Management will select letter carriers to work holidays in the following manner:

1. City carrier assistants (CCA) to the maximum.
2. Part-time flexible (PTF) to the maximum.
3. Full-time regulars (FTR) who volunteer to work their holiday by seniority.
4. Full-time regulars (FTR) who volunteer to work their non-scheduled day by seniority.
5. Full-time regulars (FTR) who did not volunteer to work their non-scheduled day by inverse seniority.
6. Full-time regulars (FTR) who did not volunteer to work their holiday by inverse seniority.
7. All other non-volunteer full time regulars by inverse seniority.

### ITEM 14

The overtime desired list (ODL) for the letter carrier craft will be by section.

### ITEMS 15, 16, and 17

1. The postmaster shall make every effort to employ letter carriers in their own station(s) or branch(es) for light duty assignments.
2. Identification of light duty assignments: A “light duty” assignment is any assignment within the physical capability of an employee who is temporarily or permanently incapable of performing his or her normal duties as a result of illness or injury.
3. Identification of light duty assignments: It is agreed that light duty assignments within the stations and branches, for letter carriers, may include but not be limited to:
  - A. Assisting routes by setting up mail
  - B. Marking up forwarding mail
  - C. Relabeling letter carrier cases
  - D. Rewriting letter carrier route books
  - E. Coverage of suitable collection routes
  - F. Labeling inside of apartment mail boxes
  - G. Training new employees, when in fact, training is done at the station level by a craft employee (note: CC Grade 2 pay for trainer)
  - H. Carrier pick up mail
  - I. If necessary, light duty letter carriers will meet with their union steward and management to discuss any other light duty work that may exist.

### ITEM 18

A section shall be defined as a delivery unit throughout the Rockport post office.

### ITEM 19

Management will assign at least one parking space to the NALC

## ITEM 20

One employee, recommended by the branch president, will be allowed to participate in union activities, provided that the request is submitted prior to the determination of primetime vacation selections. This will not be charged to the primetime vacation quota. However, the postmaster or designee may consider additional requests.

## ITEMS 21 and 22

- A. Smoking: Smoking is prohibited in all areas other than those specifically designated as smoking areas. No smoking area will be designated inside the postal facilities. There will be no smoking in any postal vehicle.
- B. Notices inviting bids shall be posted on an installation basis.
- C. A notice inviting bids for letter carrier craft assignments and for such other assignments to which a letter carrier is entitled to bid, shall be posted on the official bulletin board for five days. Copies of the notice shall be given to the union steward. When an absent employee has so requested, in writing, stating their mailing address, a copy of the notice inviting bids shall be mailed to the employee. This applies to full-time regulars (FTR) only.
- D. Letter carrier shall make their bids in writing to the manager in charge by the ending tour of duty on the final day. When more than one assignment is posted, letter carriers shall have the right to bid for all assignments, stating their preference as 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, etc. A steward or other union representative shall be present when the bids are opened.
- E. Letter carrier assignments may be posted when there is a change of more than one hour, at the letter carrier's option.
- F. Postings of letter carrier assignments shall include non-scheduled days.
- G. Posting and Opting of letter carrier craft assignments of five (5) days or more:
  - 1. Management shall post all temporarily vacant full-time duty assignments of anticipated duration of five (5) days or more.
  - 2. Full-time reserve, unassigned regular, full-time flexible (FTF), \*qualified cca's, and part-time flexible (PTF) letter carriers may indicate their preference for such assignments in accordance with bidding and posting procedures. \*Qualified means a cca who has completed 60 days of employment.
  - 3. The senior qualified letter carrier having indicated their preference shall be notified that they have been awarded the assignment.
- H. 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.
- I. In the awarding of all full-time route or other duty assignments, seniority shall prevail.
- J. Management, upon the hiring of each new career letter carrier craft employee, will update the letter carrier seniority roster. The union steward will post this roster on the union bulletin board.
- K. An assignment shall be posted for bid if it incurs a territory change of at least twenty-five (25) percent or more.

L. There shall be a five (5) day trial period on all routes posted for bidding. This trial bid shall be charged to the letter carrier's allowable bids per contract. If, after the trial period, the senior bidder does not wish the route, the next senior bidder and etc...shall have his or her trial period.

M. During the trial period the senior letter carrier's route, or assignment shall not be put for bid.

N. When a full-time regular (FTR) letter carrier is called in for overtime work on a non-scheduled day the following shall apply:

1. The full-time regular (FTR) shall be permitted to bump the letter carrier technician off of his or her regular assignment if, and only if, there is another opening on the technician's swing.

2. If there is not another opening on the technician's swing, the FTR letter carrier called in on overtime is not permitted to bump the letter carrier technician and will work other duties as assigned.

3. A part-time flexible letter carrier (PTF) that has opted and is on a hold down on the letter carrier technician's swing will constitute an opening for the purposes of this situation. The letter carrier technician will then be permitted to temporarily bump the PTF, who then becomes temporarily unassigned. (The parties recognize that a PTF on an opt would be scheduled for eight (8) hours of work. Every effort will be made to employ the temporarily bumped PTF for eight (8) hours on the day, or days, of the temporary bumping. The PTF will resume the opt when the temporary bumping has ended).

O. It is understood between the local parties that when a new employee is hired into the letter carrier craft, their first training at the station will be with a qualified On the Job Instructor (OJI). If a qualified OJI is not available to train the new employee at the station because of leave, detail work, or other reasons which prevent the OJI from being at the station, the union and management will consult and agree upon the new employee's initial training at the station level. As soon as a qualified OJI is available at the station, the new employee will be trained by the OJI.

P. The local Safety Committee will meet at least once each quarter. A copy of all Safety Committee meeting minutes will be posted.

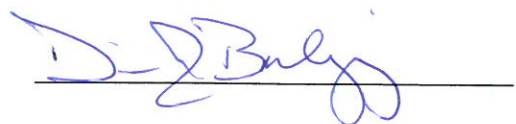
Q. No casual employees will perform letter carrier bargaining unit work, of any kind, at the Rockport Post Office.

This Local Memorandum of Understanding is entered into and agreed upon in good faith by the local parties at the Rockport, Massachusetts Post Office and National Association of Letter Carriers Branch 25.

May 19, 2021



Brian Adler, OIC



President Br. 25, David J. Barbuzzi