

LOCAL MEMORANDUM OF UNDERSTANDING

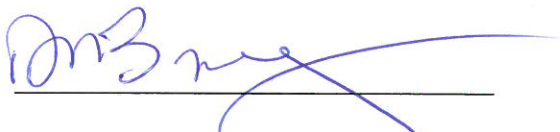
BETWEEN

UNITED STATES POSTAL SERVICE  
TEWKSBURY, MA 01876

AND

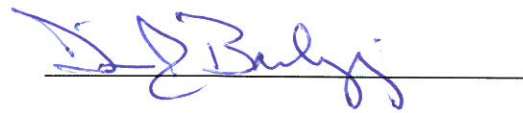
NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO  
BRANCH 25

This Local Memorandum of Understanding is entered into on this 18th day of May, 2021, between the representatives of the United States Postal Service, Tewksbury, MA 01876 and the designated agent of the National Association of Letter Carriers, Branch 25, pursuant to the local implementation provisions of the 2019 National Agreement. It is understood to be in effect from the date executed through the signatures of the parties' representatives and throughout the life of the 2019 National Agreement.



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David M. Branga, Postmaster  
Tewksbury Post Office



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David J. Barbuzzi, President  
NALC Branch 25

1. Additional or longer wash-up periods.

When a carrier performs dirty work or work with toxic materials, the employee will be allowed reasonable wash-up time before lunch and at the end of tour.

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

All regular carrier positions shall be on a rotating non-scheduled work day schedule. Such rotation of N/S days shall not stop or change during Christmas or any other time.

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.

Management shall consult with the President or steward of Branch 25, NALC and will be guided by warnings of weather authorities and consultations of local safety authorities, when considering the curtailment or termination of local postal operations. Management has the final authority. Decisions will be made known to the Union representative.

4. Formulation of local leave program.

By February 15<sup>th</sup>, each year, a bidding calendar and seniority list will be given to the shop steward. The shop steward will solicit on a carrier-to-carrier basis, by seniority, in multiples of two (2) or three (3) each time, the carriers choice vacation period selection until the junior CCA has made a selection. Each carrier will make his/her first selection within two (2) calendar days from the time the steward has presented the calendar to the carrier for his/her selection. After all initial selections have been made, the bidding calendar will be returned to the Carrier Supervisor, who will supply a calendar with the non-selected weeks and a repeat of the above procedure will take place.

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

City Letter Carriers by zone.

Any cancellation of choice vacation selection(s) must be canceled in full weeks, no partial-week cancellation(s) will be allowed. In the event a choice vacation week(s) is canceled, that week(s) will be posted for bid and any carrier may submit a bid for said week(s).

5. The duration of the choice vacation period(s).

Choice vacation period will begin on the Monday nearest May 1<sup>st</sup> and end on the Saturday nearest September 29<sup>th</sup>.

6. The determination of the beginning day of an employee's vacation period.

Employees' vacation period will begin on Sunday and end on Sunday.

7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

Employees may request 2 selections during choice vacation period, in units of 5, 10, or 15 consecutive days. The total leave approved cannot exceed the number of days authorized in Article 10 Section 3 D 1,2, or 3 as appropriate.

8. Whether jury duty and attendance at National of State Conventions shall be charged to the choice vacation period.

When an employee is called for jury duty, delegate to a National or State Convention (delegate only), and his/her attendance falls within the choice vacation period, the leave shall not be charged to the choice vacation period. The leave for National and State Conventions shall be blocked off to insure the delegates may be granted leave in accordance with Article 24, Section 2.B. or the National Agreement. The parties agree that any applications for leave in such circumstances must be submitted as soon as practically possible upon the applicant learning of the need to attend.

9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

The maximum number of carriers including CCA's to receive leave each week during the choice vacation period will be as follows:

At least 14% of the letter carrier workforce, including CCA's, will be granted annual leave each week during the choice vacation period, if requested. On a trial basis, during the weeks that include Memorial Day, Fourth of July, and Labor Day, one additional person will be allowed off. This provision will become permanent unless it is impassed in the next round of local negotiations.

All percentages above will be rounded to the whole numbers based on the following formula: .0 to .5 inclusive to the whole number below, and above .51 and above to the whole number above.

The complement to which the above percentages shall be applied will be determined on the Saturday prior to February 15<sup>th</sup> of each year, and will include all career carriers and CCAs.

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

As soon as possible after each carrier has made his/her selection(s) for leave in accordance with the above procedures, management shall post a notice on the official bulletin board detailing the vacation selections approved.

11. Determination of the date and means of notifying employees of the beginning of the new leave year.

A notice shall be posted on the official bulletin board not later than January 1<sup>st</sup> notifying employees of the beginning of the new leave year.

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

Non-choice period, 2 carriers shall be allowed Annual Leave.

Request for Annual Leave will be submitted on duplicate PS Form 3971 no earlier than 6 months in advance (unless the employee submits evidence of reservations made more than six months in advance) and, whenever possible, no later than the Tuesday prior to the service week in which the Annual Leave is desired.

Management recognizes its responsibility to act on such requests in a timely manner and will endeavor to approve or disapprove same within 48 hours of the employee physically handing a PS Form 3971 to management. It is understood, however, that any failure to act on a PS Form 3971 within 48 hour time frame specified above does not obligate the Postal Service to approve the leave, automatically or otherwise. Further, when such requests are approved, it shall be done on a first-come, first-served basis, and in the event requests are received on the same business day from 2 or more employees applying for the same day(s) off, seniority shall prevail.

13. The method of selecting employees to work on a holiday.

The following pecking order will be used for holiday scheduling:

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

B. All full-time and part-time regular employees who possess the necessary skills and have volunteered to work their Holiday, designated Holiday or their Non-scheduled day shall be combined in a single group, ranked in seniority order and selected in seniority order.

C. All CCA's to the extent possible, will be scheduled for work on a holiday or designated holiday after full and part time regular volunteers (as outlined in "B" above) are scheduled to work on their holiday or designated holiday.

D. Full-time and part-time regular non volunteer employees whose scheduled non-work day falls on the holiday and who possess the necessary skills, even though the payment of overtime is required, by juniority.

E. Full-time and part-time regular employees who have not volunteered to work their holiday, by juniority.

14. Whether "Overtime Desired" lists in Article 8 shall be by section and/or tour.

Overtime desired lists for carriers will be administered by section and tour.  
City Letter Carriers by zone.

17. The identification of assignments that are to be considered light duty within each craft represented in the office.

Listed below are duties or details considered to be light duty assignments for carriers at this office, which will be approved in accordance with Article 13 of the National Agreement.

Performing all work on his/her regular route, also available letter carrier work on other routes as designated by management, provided that such duties: (1) are consistent with the documented medical restrictions of the carrier (i.e. bring carrier route books up to date) and (2) do not result in the excessive use of hours in the carrier operation.

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.

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

19. The assignment of employee parking spaces.

Parking spaces in excess of USPS needs will be available on a first come first serve basis.

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.

Annual leave or leave without pay approved to attend Union activities prior to the granting of choice vacation period will be counted in the percentage provided for in Item #9 of this LMOU. Management will make a reasonable attempt to approve such request(s) when to do so would exceed the maximum percentages set forth in Item #9 of this LMOU.

22. Local implementation of this Agreement relating to seniority, reassignments and posting.

Carrier applying for an assignment shall make a bid and deposit it in the bid box. The successful bidder for a vacant assignment will be placed in the new assignment within 15 days of the closing bid, except in the month of December. Successful bidders shall work the duty assignment as posted.

All vacant assignments will be posted for ten (10) days. The shop steward or designee must be present during the opening of the bid box.

Assignments will be re-posted only under the following conditions:

1. On a carrier's route where the carrier's duties are changed by more than 50%.
2. When a letter carrier route or full-time duty assignment, other than the letter carrier route() 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 the 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 in accordance with the posting procedures in this Article.

3. Starting time changed of more than one (1) hour.

Assignment of utility carriers.

A. When a regular full-time carrier is called in on his/her non-scheduled day, he/she normally will service his/her own route or bid assignment; (this would not preclude the fact that he/she may also have to serve a portion of another route, if needed). All regulars will service their own route(s) even if their route(s) are being held down.

B. In the event of the above the T-6 then will be moved to an open route not previously assigned to another full time letter carrier.

C. Should two (2) routes be considered open on a particular day and the needs of the service will not be adversely affected, the T-6 may have his/her choice to one of the open routes. The T-6 must remain, if possible, on their designated assigned routes, this will be by seniority.