

LOCAL MEMORANDUM OF
UNDERSTANDING (LMOU)
BETWEEN
NALC BRANCH 869
AND
UNITED STATES POSTAL SERVICE
2021 - 2023



PREAMBLE

Memorandum of Understanding

Between

The San Juan, PR Post Office

And

Branch 869, National Association of Letter Carriers

This Memorandum of Understanding entered into on May 28, 2021. At San Juan, Puerto Rico, covering all employees of the San Juan Post Office, and all Post Offices represented by NALC Branch 869. The agreement reached therein through negotiations between Management and Branch 869 are entered into under the provisions of Article 30 of the National Agreement of May 28, 2021 and constitute a Memorandum of understanding between the Caribbean Division (herein called Management of Employer) and the Labor Organization (herein called Union or Branch 869) on local personnel policies, practices, and local terms and conditions of employment.

ITEM #1

ADDITIONAL OR LONGER WASH UP PERIODS

The employer shall grant a reasonable wash-up time, not to exceed five (5) minutes, on such occasions and upon completion of the performance of dirty work.



Carla I. Ortiz
USPS Representative



John K. Rivera
NALC Representative

ITEM #2

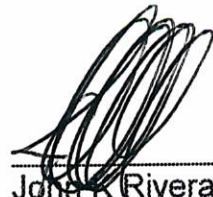
THE ESTABLISHMENT OF A REGULAR WORK WEEK OF 5 DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

Bidding for scheduled non-work days shall be conducted within groups of five (5) routes and their T-6, by seniority, every year in January, within the delivery units, with fixed non-work days. When a vacancy occurs in a group, Letter Carriers in that group will be assigned scheduled non-work days according to their preference (any day of the week) and in order of seniority before the position is posted. The vacant route shall be posted with the unassigned schedule non-work day remaining. In the absence of a T-6 route, the same ruling applies to a regular route.

The San Juan Installation will have rotating days off, except Parcel Post Carriers and Carriers on combination parcel post, relay and collections routes will be granted a non-scheduled work day on a rotating basis, except that those engaged in business or partial business areas that do not have a full Saturday delivery schedule shall have a Monday through Friday work week with Saturday as their non-scheduled day.

All Post Offices represented by Branch 869 will have the option of selecting either rotating or fixed days off.


Carla I Ortiz
USPS Representative


John K Rivera
NALC Representative

ITEM #3

GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDER OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANTS BECAUSE OF EMERGENCY CONDITIONS

It is agreed that the following guidelines are established for the curtailment or termination of postal operations by the Postal authority according to instructions given by Headquarters, District Manager and/or MPOO taking into consideration the needs of the Service, the welfare of the employees, orders of the Civil Defense, Weather Bureau bulletins, and local conditions because of an emergency situation.

The situation must be general rather than personal in scope and must prevent groups of employees from working, reporting to work, or reporting tardy.

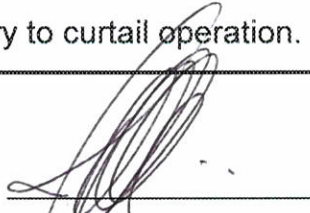
It is further agreed that the Postmaster recognize his responsibilities to reduce the loss of life, loss of property, and economic hardships under the established USPS procedures, due to hurricanes, severe local storms, fires, river, flash floods, bomb threats, and bio-chemical hazards. Any of the above-related conditions shall be deemed hazardous if it is declared an emergency by state or national civil authorities.

The criteria for curtailment of termination of postal operations shall be invoked by Headquarters, District Manager and/or MPOO when other organizations in the Metropolitan Area, engaging in services to the public are hampered by such inclement conditions. Also, the Postal Authority will take under advisement whether to curtail postal operations when the Governor declares a state of emergency.

Employees shall be notified through the USPS National Employee Emergency Hotline and may be notify by the local radio if necessary to curtail operation.



Carla I Ortiz
USPS Representative

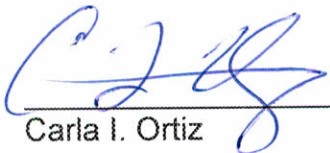

John K Rivera
NALC Representative

ITEM #5

THE DURATION OF THE CHOICE AND NON-CHOICE VACATION PERIODS)

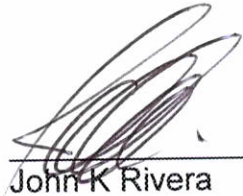
The choice vacation period shall begin with the first week of May and continue for a period of 21 consecutive weeks, ending with the last week in September until next LMOU negotiations. The non-choice vacation period shall begin with the first week of October until last week of April.

In December where non-choice vacation periods are not applicable, 5% of the Carriers workforce will have the right to take leave, in offices with less than 20 carriers only one (1) carrier is allowed. For instance, where computing the 5% the fractional result is not applicable.



Carla I. Ortiz

USPS Representative




John K. Rivera


NALC Representative

ITEM #6

**THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S
VACATION PERIOD**

Letter Carriers will start their vacation on a Monday and return to work on a Monday, following their vacation. Should that Monday be a holiday or a non-scheduled workday, they will return to work on the Tuesday following the end of their vacation.



Carla I. Ortiz
USPS Representative

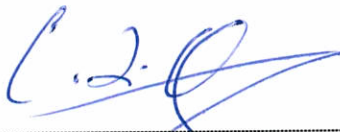
John K Rivera
NALC Representative

ITEM #7

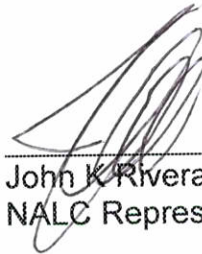
WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS
DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS

Employees at their option may take two (2) periods during the choice vacation period, in units of either five (5) days or then (10) days, the total not to exceed the ten (10) days of fifteen (15) days to which they are entitled.

After all Carriers have been given the opportunity, upon availability, employees may request a second period. The total days to which employees are entitled may be taken continuously even if they have to run into another period.



Carla I. Ortiz
USPS Representative



John K. Rivera
NALC Representative

ITEM #8

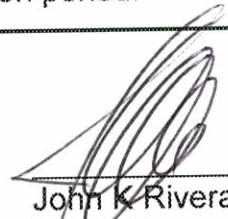
WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE
CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

A delegate attending a National or State Convention during the choice vacation period shall not be counted in the number of individuals scheduled during that period.

Letter Carriers on jury duty during the choice vacation period shall be eligible for another period within the choice vacation period.

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

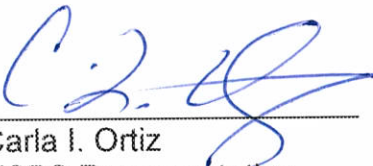

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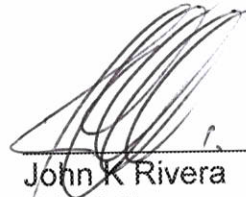
ITEM #9

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

The minimum number of carriers who shall receive leave each batch during the vacation period will be ten percent (10%) of the work force to the unit of section. In those instances where computing the ten percent (10%) does not result in a whole number and the fractional result is .1 or higher, the next whole number shall be considered the correct figure.



Carla I. Ortiz
USPS Representative



John K. Rivera
NALC Representative

ITEM #10

THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION
SCHEDULE APPROVED FOR SUCH LEAVE

An official notification of the approval of the choice vacation period must be given to the employee at least twenty (20) days prior to the beginning of the choice vacation period.

Employees will submit Form 3971, in duplicate, properly completed for their approved vacation period prior to beginning of approved leave.



Carla I. Ortiz
USPS Representative

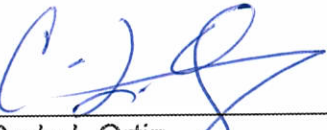


John K. Rivera
NALC Representative


ITEM #11

**DETERMINATION OF THE DATES AND MEANS OF NOTIFYING EMPLOYEES OF
THE BEGINNING OF THE NEW LEAVE YEAR**

Copies of the notice of the beginning date of the new leave year must be given to the President of the National Association of Letter Carriers (NALC), Branch 869. It shall also be posted on the Unit's bulletin board.



Carla I. Ortiz
USPS Representative

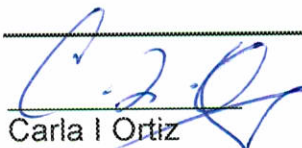


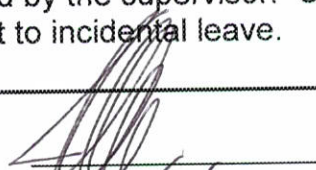
John K. Rivera
NALC Representative

ITEM #12

**THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE
DURING OTHER THAN THE CHOICE VACATION PERIOD**

- A. Applications for annual leave outside the choice vacation period will be made available to the employees not later than November 5.
- B. November 22 shall be the deadline for submission of applications for annual leave outside the choice vacation period.
- C. Letter Carriers will start their vacation on a Monday and return to work on Monday following their vacation. Should that Monday be a holiday or a nonscheduled workday, they will return to work on the Tuesday following the end of their vacation.
- D. Management shall post in each section, station/branch, and A. O., the vacation schedule of employees during the period other than the choice vacation period not later than December 20 of every year.
- E. Applications for annual leave for non-choice vacation batches will be honored according to seniority.
- F. The minimum number of employees who shall receive leave each batch during the non-choice vacation period will be the same as the choice vacation period.
- G. If for any reason a non-choice vacation period is cancelled, it shall be posted for bid within five (5) days of cancellation for the benefit of applicants who bided but were not awarded the vacation period. The first choice will be given to the senior applicants who bided but were not awarded a choice vacation period.
- H. INCIDENTAL LEAVE – Submission of PS Form 3971 Request for a Notice of Absence will be submitted to the Supervisor in duplicate. The original will remain with the Supervisor as an official document. The employee will be notified of the status of his/her PS Form 3971 approved or disapproved and with a proper reason if denied within 24 hours (next business day). If the supervisor does not provide the copy of the PS Form 3971 within 24 hours (next business day) of the leave requested, it will be considered approved. Letter Carriers must show evidence of PS Form 3971 was submitted or given to the supervisor with the PS form 3971 as signed and dated when received by the supervisor. CCAs with annual leave balance shall also have the right to incidental leave.


Carla I Ortiz
USPS Representative

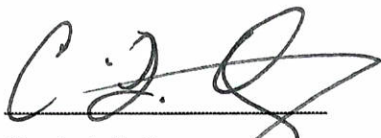

John K Rivera
NALC Representative

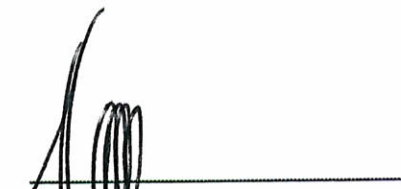
ITEM #13

THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

Management will select carriers to work on holidays and/or designated holidays and Sunday holidays in the following order:

1. All full-time qualified regulars who volunteer to work by seniority on a rotating basis.
 2. City Carrier Assistant employees (CCA) to the maximum extent possible even if overtime is required.
 3. PTF's to maximum extent possible even if payment of overtime is required.
 4. Part-time regular employees
 5. All full-time and part-time regular employees who possess the necessary skills and have volunteered to work on their non-scheduled day – by inverse seniority.
 6. Full-time regulars who possess the necessary skills and HAVE NOT volunteered on what otherwise be their holiday or designated holiday – by inverse seniority.
 7. Full-Time regulars who possess the necessary skills and HAVE NOT volunteered on what would otherwise be their non-scheduled day – by inverse seniority.
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Carla I Ortiz
USPS Representative


John K Rivera
NAEC Representative

ITEM #14

WHETHER "OVERTIME DESIRED" LIST IN ARTICLE 8
SHALL BE SECTION AND/OR TOUR

An "Overtime Desired" list shall be established for each individual Station/Post Office except all parcel post carriers and collections shall comprise a separate Section.

- A. The "Overtime Desired" list will consist of two (2) columns:
 - 1. Overtime up to 12 hours
 - 2. Own work assignment
 - B. The "Overtime Desired" list will show the period covered.
 - C. In order to insure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated weekly.
 - D. All overtime hours worked by, and all opportunities offered to, employees on the "Overtime Desired" list, regardless of whether the overtime/opportunity is on or off the employee's own route, will be considered and counted when determining quarterly equitability.
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Carla I. Ortiz
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John K. Rivera
NALC Representative

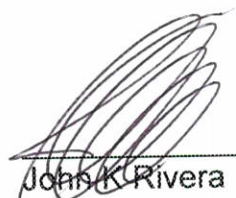
ITEM #15

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

When it is not possible to assign an ill or injured Letter Carrier to a permanent light and/or limited duty assignment within the Letter Carrier Craft, in accordance with Article 13 of the National Agreement, the installation head or his/her designee shall discuss the matter with the President of Branch 869 or his designee.



Carla I. Ortiz
USPS Representative




John K. Rivera
NALC Representative

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 Postmaster shall make every effort to employ the Letter Carriers in their own Station or Branch for light duty and/or limited assignments. It is agreed that light and/or limited duty assignments within the Stations and Branches, for Letter Carriers, may include but not be limited to.



Carla I. Ortiz
USPS Representative



John K. Rivera
NALC Representative

ITEM #17

THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT
DUTY WITHIN EACH CRAFT REPRESENTED BY THE OFFICE

1. Labeling cases.
 2. Performing services on auxiliary mounted routes, which the ill or injured employee may be able to perform.
 3. Normal Letter Carrier duties which the ill or injured employee may be able to perform.
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Carla I. Ortiz
USPS Representative

John K Rivera
NALC Representative

ITEM #18

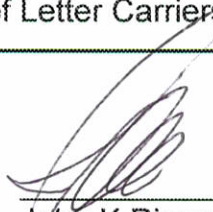
THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS
PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEE'S EXCESS TO
THE NEEDS OF A SECTION

It is agreed that the San Juan Post Office and its Stations and Branches shall be known as an Installation. It is further agreed that each of the following shall be considered a separate section for reassignment purposes:

- Caparra Heights Station
- Hato Rey Station
- 65 Infantry C.C.U. Station
- Old San Juan/Puerta de Tierra Station
- Catano Station
- Bayamon Gardens Station
- Bayamon Branch Station
- G.P.O. Station
- Cupey Station
- Trujillo Alto Station

Any other Station or Branch opened where a group of Letter Carriers may be assigned.


Carla I. Ortiz
USPS Representative


John K Rivera
NALC Representative

ITEM #19

THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

At each unit where space is available, the Employer shall allow use of available space for employee parking. Including such spaces vacated by Postal Vehicles. Management will not be responsible for damage to private vehicles while parked in such spaces on postal property. Assignment of such spaces will be negotiated at each unit between Management and Union Representatives. Management will allow parking within the controlled area of Stations to Branch 869 Representatives, while conducting official business with management officials. Parking will be on a first come, first serve basis.



Carla I. Ortiz
USPS Representative



John K. Rivera
NALC Representative

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
PERIOD

A Letter Carrier attending Union activities during the choice vacation period shall not be counted in the number of individuals scheduled during that period, if the request is submitted prior to the determination of the choice vacation period.



Carla I. Ortiz
USPS Representative



John K. Rivera
NALC Representative

ITEM #21

THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

SECTION 1 – MISCELLANEOUS

1. A Letter Carrier shall have the right to inspect his/her Electronic Personnel Folder (e-OPF) anytime. He/She may authorize in writing that a Union Representative Inspect his/her e-official personnel folder.
2. No employees will be required to sign any statement until explained and advised of the reasons why his/her signature is required. Safety or Service talks will not be required to be signed.
3. No letter carrier shall be required to wear uniform when just casing of a route is involved. All shirts have to be with sleeves.
4. Management shall provide a bulletin board at the installation having letter carrier for Union use.
5. Upon notification and permission from the Postmaster/Manager/or Manager Designee in charge, the Union Representative shall be permitted access to the use of the public address system to make announcements of postal related issues. Management will be informed in advance as to the topic to be discussed.
6. Schedules:
 - a. Rest day for PTF shall be posted at the end of tour of duty, the previous day.
 - b. All Letter Carrier schedules shall be posted the Tuesday prior to the workweek being posted.
7. The Letter Carriers at the delivery unit will receive two ten (10) minute break periods. A.O.'s, Stations and Branches may annually opt to have either:
 - A. Both breaks in the street or;
 - B. One ten (10) minute break in office and one ten (10) minute break on street.

Continue Item #21

SECTION 2 – SAFETY COMMITTEE

1. A Safety and Health Committee shall be established as provided for in Article 14 of the National Agreement. The Local President or his designee shall serve as a committee member. Meetings of the Safety and Health Committee shall be held on official time on a quarterly basis. Special meetings of the Safety and Health Committee may be convened by the Chairman.
2. No vehicle will be assigned to a Letter Carrier unless it can be reasonably expected to conform to recognize safety standards. It is the Employer's intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washes.

SECTION 3 – LABOR/MANAGEMENT COMMITTEE MEETINGS

1. A joint Labor/Management Meeting shall be held with a designated Representative of the Union the fourth (4) week of every month except during the month of December. During the month of November of each year, a Joint Labor/Management Committee Meeting will be held for the purpose of discussing the Christmas operations.

SECTION 4 – UNION ACTIVITIES

1. A Letter Carrier attending Union activities during the choice vacation period shall not be counted in the number of individuals scheduled during that period, if the request is submitted prior to the determination of the choice vacation schedule.
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Carla I. Ortiz
USPS Representative



John K. Rivera
NALC Representative

ITEM #22

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENT, AND POSTING

SECTION 1 – ROUTE ABOLISHMENT

- A. When a Letter Carrier route of 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.
- B. Whenever a route is abolished, the local branch will meet, on a case by case basis, with management and will have the option of negotiating whether routes will be posted installation wide or by affected station or section.

SECTION 2 – METHOD OF POSTING

- A. Letter Carriers shall make their bids using the new telephone bidding system in those places where this technology is in place. In places where the telephone bidding is not in place; carriers shall make their bids in writing no later than the date and hour as posted on the bid assignment.
- B. A vacant or newly established duty assignment not under consideration for reversion shall be posted within fourteen (14) working days from the day it becomes vacant or is established.
- C. Regular Letter Carriers assignment shall be posted for bids if a change in starting time of more than one (1) hour is made and the Letter Carrier objects to the change.
- D. The successful bidder shall work the duty assignment as posted. A fulltime regular carrier called in to work in a non-scheduled day will be assigned to work where needed and will not bump the Carrier Technician scheduled to work the

Continue Item #22

route that day. Except in unanticipated circumstances, Carrier Technicians will be scheduled to work their routes in the regular rotation.

- E. At each work location, management shall post all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more.
 - F. Full-time reserve, unassigned regular, part-time flexible and CCA letter carriers may indicate their preference for such assignments. The Letter Carrier may indicate their preference of the assignment on a blank paper and may be signed by a union steward or witness and a Management Official. The bidding carrier shall have until the last day prior before an assignment commences to place their opt/Hold-down and Management shall have until the day prior to award the assignment to the senior bidder. The senior carrier shall be notified of his/her awarded assignment, Management shall certify the assignment by providing a signed copy to the carrier. The requested hold-down shall be approved by Management official.
 - G. If no one is awarded the temporary vacant full-time craft duty assignment it shall remain up for bid until its awarded or the regular carrier comes back, or a new carrier is assigned through the bidding process.
 - H. The above shall not apply where assignments become available upon less than twenty-four (24) hours' notice. In such circumstances, management shall inquire as to the preference of each employee and award the assignment to the senior employee who indicates a preference.
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Carla I. Ortiz
USPS Representative


John K. Rivera
NALC Representative