

MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO  
BRANCH 25

AND

UNITED STATES POSTAL SERVICE  
AMESBURY, MA 01913

SEPTEMBER 2019 – MAY 2023



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United States Postal Service  
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Branch 25

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Local Memorandum of Understanding Article 30

USPS Amesbury, MA 01913

And

Northeast Massachusetts Merged Branch 25, NALC

1. WASH-UP TIME

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

2. BASIC WORK WEEK

All regular carriers in the Amesbury Post Office will be in a rotating day off schedule.

3. CURTAILMENT OF OPERATIONS

The word "EMERGENCY" shall be defined in this Memorandum of Understanding as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

4. FORMULATION OF LOCAL PROGRAM

On the first work day following January 1, management will post notice stating that for planning purposes only, selection of the prime-time vacation period will start on the second Monday in February.

All choice vacation awards will be on a seniority basis.

Any cancellation of vacation time will be posted and a two (2) work day period will be allowed for bids. Cancelled leave must be approved by management. Cancellation of leave must be equal to the leave requested.

Request for annual leave which coincides with a holiday schedule should be submitted no later than the Monday prior to the beginning of the service week in which the holiday falls. Such request(s) will be approved up to the percentage allowed for that day. Request submitted after the Monday prior will be approved or disapproved at management discretion, to the maximum extent possible.

5. THE DURATION OF THE CHOICE VACATION PERIOD

The Choice Vacation Period (Prime Time) will begin with the second Monday in May and continue for 20 consecutive weeks.

6. BEGINNING DAY OF VACATION PERIOD

Vacations will start on Sunday and end on Saturday.

7. SELECTIONS DURING CHOICE VACATION

Employees who earn thirteen (13) days annual leave per year shall be granted up to ten (10) days of continuous annual leave during the choice period.

Employees who earn twenty (20) or twenty-six (26) days of annual leave per year shall be granted up to fifteen (15) days of continuous leave during the choice period.

1. First Bid:

A. Leave will be taken in blocks of five (5) days with the leave week being Sunday through Saturday.

B. These blocks of five (5) days may be used as five (5) days, or ten (10) days, or fifteen (15) days, or five (5) and five (5) days, or five (5) and ten (10) days.

C. A carrier may not split his vacation over more than two (2) weeks or three (3) weeks period if it prevents another carrier from having his vacation during the choice period.

D. A three (3) work day period will be allowed for selection of vacation period. The employee must return the leave selection form to a supervisor or the postmaster within this three (3) workday period. The supervisor or postmaster will then ensure that the next person on the leave list receives the list.

2. Second Bid:

A. Leave will be taken in blocks of five (5) days with the leave week being Sunday through Saturday.

B. A one (1) work day period will be allowed for selection of second bid.

During the choice vacation period, when 15% / 20% of the carrier work force have not bid choice periods, carriers will be allowed off up to the 15% / 20% to the maximum extent possible, in segments of eight (8) hours. The request for 5 days or more will take precedence over less than 5-day annual leave requests.

8. UNION, JURY, AND MILITARY LEAVE DURING PRIME-TIME

Leave for jury duty, attendance at union, state, or national conventions or regional seminars, or armed forces service, in addition to the employee's choice vacation time will be included in the quota for prime and non-prime periods.

9. NUMBER OF EMPLOYEES OFF DURING PRIME-TIME WEEKS

Up to 20% of the carrier craft (to include cca's, provided the cca will have accrued the leave by the date he or she is requesting off) will be granted annual leave for the last 3 weeks in July through the end of August. The other 13 weeks, up to 15% of the carrier force will be granted annual leave.

#### 10. NOTIFYING EMPLOYEES THEIR CHOICE IS APPROVED

3971's will be completed in duplicate by the employees for the appropriate time they have bid a prime-time vacation. Management will approve the 3971 and return it to the employees in a reasonable time frame.

#### 11. NOTIFICATION OF NEW LEAVE YEAR

The USPS will post within the Amesbury facility for the life of this agreement informing employees the beginning/ending dates of each leave year.

#### 12. OTHER THAN CHOICE VACATION LEAVE

During periods other than the twenty (20) weeks identified as prime time vacation, up to 15% of the carriers (to include cca's, provided the cca will have accrued the leave by the date he or she is requesting off) will be allowed off.

During the Other Than Choice vacation period, when 15% of the carrier work force have not bid the period, carriers will be allowed off up to the 15% to the maximum extent possible, in segments of eight (8) hours. The request for 5 days or more will take precedence over less than 5-day annual requests.

In addition to leave selected for prime time as indicated above, leave will be submitted no earlier than 60 days prior to the date of the request, unless it is for leave for a trip or special occasion which will be documented at the time of the request.

Leave other than Choice Vacation Leave, requested on form 3971, in duplicate, shall be approved or disapproved within 48 hours. If the form 3971 is not returned to the employee completed in the time frame stated, the leave request will be granted.

Leave of less than 8 hours requested on the same day will be granted at management discretion. Request for less than eight (8) hours, same day leave will be granted by seniority up to 8:15 am.

Request for next day eight (8) hours annual leave, will be granted by seniority up to 10:00 am. Following 10:00 am this request will be granted on a first request basis to the maximum extent possible.

#### Determination of percentage off

It is agreed that should the percentage of employees result in a fraction of .5 or over, the number will be one (1) more.

#### 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 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, and selected in seniority order.

C. All CCA'S

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

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

#### 14. OVERTIME DESIRED LIST

Overtime desired list shall be established by tour.

#### 15-17. LIGHT DUTY

#### 18. SECTIONS FOR REASSIGNMENT

#### 19. PARKING

#### 20. UNION LEAVE PRIOR TO CHOICE SELECTION PERIOD

Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule will be a part of the total choice vacation period.

#### 21. CRAFT PROVISIONS

21-1

21-2 Letter Carrier route assignments will be posted when there is a change of more than one (1) hour in start time

21-3

21-4 All vacant assignments shall be posted for five (5) days.

21-5 The T-6 carrier will work in his/her string of five (5) routes. The T-6 owns the route of his/her scheduled day. The T-6 may accept a route other than their string of five (5) routes if they approve.

21-6 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.

#### 22. SENIORITY REASSIGNMENTS AND POSTING

22-1 A representative of Management and the NALC will be present at the opening of all bids.

22-2 The senior applicant for a vacant assignment shall be placed in the new assignment within fifteen (15) days of the closing of bids, unless on leave, except that during the month of

December he shall be placed in the new assignment within the first five (5) working days in January.

22-3 Utility assignment vacancies, Unassigned regular and full-time reserve regular, and any other regular eight (8) hour tour, are to be posted and bid for in the same manner subject to the same provisions as provided in this article of this Memorandum of Understanding.

22-4 The successful bidder shall have retreat rights to his prior assignment with three working days after he is assigned to the new assignment.

#### MISCELLANEOUS PROVISIONS

During the first week in December, the same number of representatives of management and of Branch 25 shall meet for the purpose of consulting and preparing the policies to be established in the local Christmas operation. This meeting shall be on the clock.

An employee shall be notified in writing when any material is to be placed in his personnel folder. Said employee shall also receive a copy of the material referred to in this section.

Exchange of n/s days can be made between carriers subject to management approval.

PTF "tentative" work schedule should be posted in advance for three (3) days. PTF'S will check the schedule each day for changes to the schedule.

During each pay period, every effort will be made to distribute equitably the number of hours per week for PTF carriers.

Supervisor shall provide the Union Steward a copy of any disciplinary action upon issuance.

An employee shall, upon request, have the right to inspect his personnel jacket. The Shop Steward or Branch President may accompany him, if the employee so request.

#### SEPARABILITY AND DURATION

This Local Memorandum of Understanding shall continue in full force and effect for the duration of the National Working Agreement of September 2019. However, it shall be extended to the close of any period of local negotiations or be reopened for local negotiations by mutual consent of the parties signing.

This Local Memorandum of Understanding is entered into on May 24, 2021 at Amesbury, 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 National Agreement with the National Association of Letter Carriers.