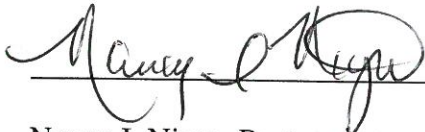


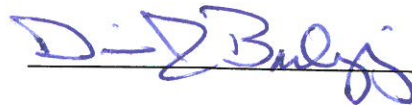
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
NATIONAL ASSOCIATION OF LETTER CARRIERS  
AND  
UNITED STATES POSTAL SERVICE  
ANDOVER, MA 01801

May 20, 2021

May 20, 2023



Nancy I. Nigro, Postmaster  
Andover Post Office



David J. Barbuzzi, President  
NALC Branch 25

## RECOGNITION

SECTION 1. The parties agree that the articles below are to be administered in accordance with the provisions of the National Working Agreement of September 20, 2019.

SECTION 2. The agreements reached herein through negotiations between management and Branch 25 are entered into to supplement the nationally negotiated working agreement of September 20, 2019 and constitutes a Memorandum of Understanding between the Andover Post Office (herein called management or employer) and the following Labor Organization (herein called Union or Branch 25) on local personnel policies and practices and local terms and conditions of employment.

SECTION 3. The memorandum of understanding covers the employees of the Andover Massachusetts Post Office in installations and facilities for which the National Association of Letter Carriers, AFL-CIO, has been recognized as the national exclusive bargaining representative at the local level with respect to wages, hours of employment, and other terms and conditions of employment unless otherwise superseded by the terms of the National Agreement of September 20, 2019.

SECTION 4. The following employees in the unit are not covered by this memorandum of understanding. Those Management personnel and employees specified in Article 1, Section 2 of the National Working Agreement of September 20, 2019.

SECTION 5. The word "EMERGENCY" shall be defined in this Memorandum of Understanding as an unforeseen circumstance or a combination of circumstances which calls for IMMEDIATE action in a situation which is not expected to be of a recurring nature.

## EMPLOYEE CLASSIFICATIONS, WORK ASSIGNMENTS AND COMPLEMENT

SECTION 1. The Union shall be notified promptly if the assignment of employees by management under Article VII, Section 1B of the National Agreement.

ITEM 1.

ADDITIONAL OR LONGER WASH-UP PERIODS.

Reasonable wash-up time will be granted when handling dirty or toxic material.

ITEM 2.

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

- A. All regular carriers will be on a rotating non-scheduled work day schedule. The rotation will not stop or change at Christmas period or any other time when regular carriers are used on overtime on their non-scheduled work day.
- B. Unassigned and reserve full time regular carriers will be on a rotating non-schedule work day basis except, when they bid a vacant assignment, they will take the non-scheduled day of the assignment.
- C. Every reasonable effort will be made, when as possible, to notify part time flexible employees of their non-service day prior to the beginning of the work week. It shall be clearly understood, however, that such notification will not, in itself, prevent a unilateral change in the employees non-service day without notice when required.

ITEM 3.

GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFROM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

- A. It is recognized by both parties that, on occasions, emergency conditions may exist to cause management to consider the curtailing of services. In such cases, management will take into consideration the following factors:
1. The safety and health of the employees.
  2. The degree of emergency as stated by and acted upon by responsible government authorities.
  3. The requirements of its customers.
- B. Once management has determined the action to be taken when practicable, management, after consultation with the Union, will determine the implementation of any such action.
- C. Management will avail themselves of all public media to notify employees.

ITEM 4.

FORMULATION OF LOCAL LEAVE PROGRAM

- A. Notice will be posted the first week in January notifying employees that bidding for choice Vacations will start on February first. Management will supply the NALC Steward with a copy of the seniority list and a vacation calendar. Each carrier will have 48 hours to make his/her choice. All employees on leave at the time of the calendar passing will be responsible for making their selections within the required time.
- B. There will be no exchange of approved choice vacation leave among carriers.

ITEM 5.

THE DURATION OF THE CHOICE VACATION PERIOD.

A. The choice vacation period will start the last full week of May and will run until the end of the first full week in September. If the above time is not sufficient to allow all carriers to use their allotted time there will be weeks added through the end of September.

ITEM 6.

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

A. Carriers' choice vacation period will begin on Monday and run through Sunday.

ITEM 7.

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

A. The vacation calendar will be passed around twice by seniority to the carrier craft employees, including CCAs. The first time the list is passed around carriers will pick their vacation choices in increments of 5, 10, or 15 days to run concurrently. When the vacation list has been passed to the last to the junior carrier for the first time it will then be given to the delivery supervisor so that he/she may insure that there was no splitting of weeks on the first pass.

B. After receiving the list the supervisor will initial the list and return the calendar to the NALC Steward. After receiving the list the steward will start passing the calendar, for the second pass, only to the carriers, by seniority, who have not taken the maximum number of days allowed for in the National Agreement.

ITEM 8.

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

A. Jury duty will not be considered as part of the quota of carriers off during the choice vacation period. A carrier called to jury duty during his/her choice vacation period will be given another choice from the open weeks.

B. Carriers who are delegates to the National or State union convention shall use their seniority during the choice vacation period. In the case that their seniority is insufficient, sufficient slots will be withheld for the appropriate weeks. One union delegate will be allowed the time off without being charged to the carrier choice vacation quota.

ITEM 9.

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

A. During the months of July and August 15% of the carriers, including CCAs will be allowed off, not to exceed 7. Complement of carriers is as of January 31 of the leave year.

B. During the months of May, June, and September 13% of the carriers as of January 31 of the leave year, including CCAs, will be allowed off, not to exceed 6 carriers.

C. The percentages mentioned above in A and B will be rounded to whole numbers based on the following formula:

1. 0 to .5 rounded down
2. .5 and higher rounded to the next whole number.

D. All incidental or daily leave will be approved as follows:

1. Leave requested more than 48 hours in advance will be approved to 10% not to exceed 5.
2. Leave requested less than 48 hours in advance will be approved to 10% of all leave.

E. Management will grant additional leave when the work force is available.

#### ITEM 10.

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

A. After the second passing of the choice vacation calendar management will furnish, to the shop steward, a completed copy of the choice vacation calendar and will post a copy of said calendar on the union bulletin board. This will serve as an official notice of all approved leave.

#### ITEM 11.

#### DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR.

A. A notice shall be posted on the official bulletin board no later than January 1<sup>st</sup> notifying employees of the beginning of the new leave year.

#### ITEM 12.

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

A. Leave other than choice vacation leave, requested on form 3971, will be acted upon within 72 hours of a supervisor's receipt of said 3971, unless the request is for the same day or the following day. In that case, request for less than 8 hours same day leave will be granted by seniority at 8:15am. Request for next day 8 hour leave will be granted by seniority up to 9:00am, this leave will be granted on a first request basis. Emergency annual leave will take precedent over the above.

B. Copy of all 3971's will be presented to a supervisor in duplicate.

C. Requests for annual leave in other than choice vacation period will not be acted on no more than 30 days in advance unless proof of reservations are supplied.

D. There will be 10% of the carrier craft employees, including CCAs, allowed off each day during other than the choice vacation period. (not to exceed 4 carriers)

E. Leave requested less than 48 hours in advance will include all leave.

F. Additional leave will be granted if the work force can support it.

G. Holidays and designated holidays 2 employees will be allowed off.

#### ITEM 13.

#### THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY.

A. The following sequence will be followed when scheduling employees to work on a holiday or designated holiday provided that such scheduling provides a work force which meets the operating skill requirements of the holiday or designated holiday.

1. All casual and part time flexible carriers to the maximum extent possible, regardless of the necessity to pay overtime.
2. All full time employees who volunteer to work either their holiday or non-scheduled day shall be combined into a single group, ranked in seniority order, and selected in seniority order.
3. All CCA employees.
4. All full time carriers who did not volunteer to work their non-scheduled day in inverse seniority order.
5. All full time carriers who did not volunteer to work their holiday in inverse seniority order.
6. The holiday schedule will be posted by 5:00PM the Tuesday prior to the week the holiday falls in.

#### ITEM 14.

#### WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR.

A. Overtime desired lists for carriers will be administered by section. Section is defined as:

1. City letter carriers by zone. Andover has one zone 01810.

B. There will be two overtime desired lists as outlined in the national agreement.

C. In the event that a regular carrier is scheduled to work on his/her non-scheduled day he/she will work their REGULAR scheduled assignment. In the event that a regular carrier works his/her non scheduled day the T-6 will move to a vacant route within their string of 5 routes. If there is more than one opening within the string the T-6 will have the right to choose which job to perform. In the event that there is no open assignment within the T-6 string then the T-6 will move outside of the string. If there are no openings outside the string then the T-6 will perform other available duties, first being within their string of 5 routes.

D. A T-6 scheduled to work his/her non-scheduled day will first work within their string of 5 routes or follow the same guidelines as outlined above.

#### ITEMS 15,16, AND 17.

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

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

A. When a letter carrier makes a written request for an assignment of light duty and is eligible in accordance with Article XIII, Assignment of Ill or Injured Regular Work Force Employees, Postmaster will review the needs of the employee and the availability of work.

B. Any carrier recuperating from a serious illness or injury will be allowed to do all office work on his/her route for all scheduled work days each week, plus any other available carrier duties that can be performed.

C. To assist in the implementation of A and B above, it will be the responsibility of union officials and delivery supervisors to seek out and suggest to the postmaster any light duty assignments in each case.

D. It is the responsibility of the injured employee to provide updated medical documentation.

#### ITEM 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.

A. For the purpose of applying Article XII of the National Agreement, the entire installation shall be considered a section.

#### ITEM 19.

#### THE ASSIGNMENT OF EMPLOYEE PARKING SPACES.

A. One parking space will be provided for the union steward in the upper parking lot at the Andover Post Office.

#### 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 PLAN.

A. Attendance to union activities will not be included in the choice vacation plan. One union official will be allowed off over the compliment.

#### ITEM 21.

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

A. All carriers will be allowed to clock in or out in accordance with FLSA regulations.

B. Safety and Health Committee:

A committee of at least three members, one from Branch 25, one member from the local APWU, and one member from management will meet once every three months to recommend safety and health measures to the postmaster, Branch 25 President, and the APWU President for action and adoption.

Management agrees that during one meeting each year a representative from the local level of Branch 25 (Safety Officer) be present for safety and health meetings.

The above mentioned meetings will be on official time during the months of January, April, July, and October for up to two hours.

#### C. Carriers' Safety:

Carrier safety shall supersede any other consideration. No carrier shall be required to enter any premises, drive any vehicle, or perform any duty which he/she sincerely feels might result in bodily harm. In the event of a disagreement with the above; the steward, employee, and supervisor will discuss the matter.

Carriers will not be required to finger mail while driving or walking, except as required in Section 125.6 of the M-39 handbook.

#### D. Grievance Procedure:

When an employee or the steward approaches a supervisor for the purpose of discussing a grievance or seeking information to find out if a grievance exists and the supervisor cannot grant the time necessary on that day it will be documented, dated, and signed by the supervisor, employee and/or steward. It shall be agreed that if it develops that there is a grievance it will be deemed to have been filed on the first day of contact for the purpose of the 14 day time limit.

At the local level extensions on the time limits shall be permitted only by mutual agreement of management and the steward. This shall be put in writing and signed by both parties concerned.

#### E. Discipline Policy:

The postmaster shall purge each carriers personnel folder of any adverse action, disciplinary action, or any adverse documents every two years. All cited discipline will continue in accordance with the National Agreement. Management shall provide the union representative with copies of all disciplinary actions prior to issuance.

#### F. Representation, Organization's Rights and Communications

##### Section 1. Communications:

A copy of letters, posted notices, or communications issued by the postmaster to his supervisors or the employees relating to policies or matters which affect the employees and or the letter carrier craft shall be furnished to the President of Branch 25 prior to or at the time of issue.

##### Section 2. Steward's Rights:

The President and/or steward shall be afforded prompt, proper, and due recognition by all supervisors and management officials in carrying out their duties, responsibilities, and obligations under this memorandum of understanding and the National Agreement.

##### Section 3. Quarterly Labor Management Meetings:

A. The parties to this agreement shall meet once every three months during the third week of January, April, July, and October.

B. These meetings shall start at 1:30PM on an agreed upon date and will be on the clock for up to two hours.

C. Three members from Branch 25, NALC, shall be permitted to attend these meetings, but only one member will be on official time.

D. Agenda:



1. It is agreed that the agenda items for discussions at these quarterly meetings shall be exchanged by the parties to this agreement at least two full working days before the scheduled meetings. Items not placed on such agendas shall be discussed only by mutual consent of the parties.

2. If all agenda items are not disposed of, answered, or settled an additional meeting will be scheduled within two weeks.

3. Any agreements reached, questions answered, interpretations of Local or National Agreements settled will be reduced to writing, signed and a copy given to the President of Branch 25, NALC.

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

#### G. Bulletin Boards and Literature Racks

Section 1. Bulletin Boards: Branch 25, NALC, shall be permitted to have a bulletin board on the work room floor for its exclusive use. The location and type shall be by mutual agreement.

Section 2. Literature Rack: Branch 25, NALC, shall be permitted to have a literature rack in the swing room for the use of the carriers. The location and type shall be by mutual agreement, such board is to be furnished by Branch 25.

#### H. INSPECTION OF PERSONNEL JACKET

Section 1. A carrier shall, upon request, have the right to inspect their personnel jacket in accordance with the ELM section 313.731. If the carrier so requests, the steward or Branch President may accompany them.

Section 2. A letter carrier shall be notified in writing when any material is to be placed in their personnel jacket together with the reasons for placing said materials in their personnel jacket. Said letter carrier shall also receive a copy of the material referred to in this section.

#### I. ARBITRATION DECISIONS;

1. It is agreed that any arbitration decision instituted by the National or Local Union shall become Part of and added to this contract.

#### J. SEPARABILITY AND DURATION:

Section 1. This Memorandum of Understanding shall continue in full force and effect for the duration of the National Working Agreement of September 20, 2019. However, it shall be extended to the close of any period of local negotiations by mutual consent of the parties signing.

Section 2. Any dispute between the parties to this Memorandum of Understanding as to its interpretation may be initiated as a grievance under Article XV of the National Agreement.

#### ITEM 22.

#### LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING.

A. Assignments will be reposted only in the following conditions:

1. On carrier routes the street time is changed by over 50%.

2. When a letter carrier route or full time duty assignment other than the letter carrier route(s) or

fulltime duty assignment(s) of the junior employee(s) is abolished at the delivery unit as a result of

but not limited to: route adjustments, housing projects or highways; all routes and full time duty assignments at that unit held by letter carriers who are junior to carrier(s) whose route(s) or full time duty assignment(s) was abolished will be posted for bid in accordance with the posting procedures in this article.

B. Daily carrier vacancies will be filled by choice by seniority in the following manner:

1. Full time reserve and unassigned regulars.
2. Part time flexible carriers. This will not be used to prevent management from trying to equalize the available time among all part time flexible carriers.

C. Carrier vacancies of 5 work days or more will be filled by written bid by seniority as follows:

1. Full time reserve and unassigned regulars.
2. Part time flexible carriers.
3. CCAs

D. Temporary vacancies for T-6 or other higher level carrier assignments of 5 work days or more shall be posted for bid as follows:

1. Qualified level 1 regular carriers.
2. Qualified part time flexible carriers.

E. For the purpose of C and D above:

1. The senior bidder will take the non-scheduled day of the assignment.
2. Carrier vacancies of 5 days or more shall be carried for the duration of the vacancy.

## POSTING

A. Carriers applying for a posted assignment shall make duplicate bids. One copy for the bid box and the second for the shop steward.

B. The senior applicant for a vacant assignment will be placed in the new assignment within 15 days of the closing of bids.

C. Successful bidders for posted vacant assignments will accept the non-scheduled days that accompany that assignment.

D. Utility assignment vacancies, full time reserve regulars and any other regular 8 hour tour are to be posted and bid for in the same manner and subject to the same provisions as provided in this article of the Memorandum of Understanding.

E. All vacant assignments will be posted for seven working days.

F. The successful bidder will have retreat rights to their prior assignment within three (3) working days after they are assigned to the new route.

G. The successful bidder will have retreat rights to their prior assignment within five (5) work days after they are assigned to the assignment when it entails a swing position (T-6 position).

## REASSIGNMENT:

A. Except in an emergency or the regular assigned carrier working, T-6 carriers will serve their bid assignment on a daily basis.

B. Carriers will be allowed to exchange their non-scheduled days within their group with advance notice and the permission of the supervisor and shop steward to benefit the carriers' needs only. Any request for a temporary change must be for the carriers convenience only.