

Memorandum of Understanding

Between

NALC Branch 25; AFL-CIO

And

United States Postal Service

Beverly, Massachusetts 01915

2019-2023

## Article XXX

### Item #1

#### WASH-UP TIME

1. Article VII, Section 9, provides reasonable wash-up time for a letter carrier who performs dirty work.
2. It is the position of the U.S. Postal Service that any letter carrier should be granted such time as is reasonable and necessary for washing up after performing dirty work or incident to personal needs as currently established.

### Item #2

All regular carriers will be on a rotating work schedule, expecting those that are mutually agreed upon by the Union and Management.

### Item #3

Termination of Postal Operations to conform to orders of local authorities, or as local conditions warrant because of emergency situations, shall be based upon information available and received from local, state, national authorities, to postal inspection service. Management will consult with a designated union representative concerning the appropriate action to be taken where the emergency is of such a nature that advance notice is possible. The ultimate decision will be that of the installation head.

### Item #4

- A. On the First week in January management shall post a notice notifying all employees of the selection period, (1<sup>st</sup> and 2<sup>nd</sup> selections) for the choice vacation period.
- B. The following procedures shall be used in submitting applications for the employee's choice of leave.
  1. The submission of applications shall commence fourteen (14) days after the posting of the Choice Vacation Period. All employees must be ready to make their first Choice Vacation Period pick at this time. Selections will be made on a seniority basis. Any employee who declines to make his or her selection at the time of the leave schedule will be considered to have waived his or her seniority rights and will not be permitted to reclaim his or her seniority to the disadvantage of an employee who has made his or her selection during the interim. However, he or she may reclaim the choice rights at any time to make his or her selection.
  2. The second selection shall begin one (1) day after the completion of the first selection. Selections will be made on a seniority basis.

C. Carriers who become ill or injured while on annual leave during the choice period shall be allowed to have another selection on any open week, during the choice period. All cancellations due to illness or injury shall be reposted as soon as management is notified of the cancellation. Awarding of the reposted slot shall be by seniority. Awarding of an open week will be in accordance with Article 10, Section 3, D 1&2.

D. Any carrier transferring from one station to another will be granted his or her annual leave as previously scheduled in the station from which the carrier transferred, if it doesn't conflict with leave at the station. The service will exert every reasonable effort not to disrupt vacation plans for carriers affected by such changes in location.

E. No carrier will be called into work while on choice annual leave, except in serious emergency situations.

F. Military leave will not count as part of a carrier's selections for the choice or non-choice period, nor will it count against the branch's quota for the choice period.

G. Management will post the leave chart as it is being completed.

#### Item #5

The choice vacation period shall begin with the 3<sup>rd</sup> full week of May and continue for a period of 23 consecutive weeks.

#### Item #6

A. The beginning day of a full-time letter carrier's vacation period shall begin on a Monday at 0001 hours and end on a Sunday evening at 2400 hours.

B. Management will make every reasonable effort not to schedule part-time flexible carriers on a Sunday before their vacation period starts, but will guarantee part-time flexible carriers the Sunday following their week.

#### Item #7

A. Letter carriers, at their options, may request one (1) or two (2) selections during the choice vacation period in units of either five (5) or ten (10) or fifteen (15) days, total not to exceed ten (10) or fifteen (15) days on the first choice.

B. A second selection in units of 5, 10, or 15 days may be made following the initial exhaustion of the letter carrier roster for the 1<sup>st</sup> selection of choice vacation.

1. Second selection may be consecutive with 1<sup>st</sup> selection if available.
2. Second selection will be awarded on a basis of seniority.

C. A & B shall be in accordance with Article 10, Section 3, D 1&2 of the National Agreement.

D. After the exhaustion of the first and second rounds, if time slots are open, carriers with adequate leave remaining shall be allowed to request additional annual leave (weeks or days), as incidental leave.

#### Item #8

A. Jury duty leave will not be considered as part of the quota of carriers off during the choice vacation period.

B. A carrier attending a National, State, or Regional Convention (Assembly) during the choice vacation period will not be counted in the number of carriers scheduled off during that period.

#### Item #9

In the Beverly Post Office 16% of the career letter carriers on the rolls as of the 1<sup>st</sup> of the year will be allowed off each week during the choice vacation period. When the percentage is .5 and above the number is rounded up to the next whole number. When the percentage is .4 or below the number is rounded down to the next whole number.

CCA'S will not be calculated to determine the quota. They will select leave in each round based on their relative standing. CCA's must have leave available to cover their request by the time the leave will be taken. RE: CCA leave, management may, if they choose, grant a combination of a/l and lwop when a CCA has a balance of A/L that doesn't cover a full week.

#### Item #10

Each carrier will submit, following final selection of his or her choice (and non-choice, where applicable) vacation period(s), Form 3971 in duplicate, filling in all applicable items. A copy, signed by the responsible supervisor, (indicating receipt only) will be returned to each carrier craft employee within 2 working days (48 hours).

#### Item #11

No later than November 1<sup>st</sup> of each year, management will notify carriers through the General Orders of the beginning date of the new leave year. Or as Postal bulletin permits.

#### Item #12

### Non-Prime Time Annual Leave Policy

1. In the Beverly Post Office the non-choice vacation period will consist of all weeks not included in the choice vacation period. For the weeks of February school vacation and April school vacation, 11.5% of the career letter carriers on the rolls as of the first of the year will be allowed off. For a all other non-choice vacation period weeks 6% of the career letter carriers on the rolls as of the first of the year will be allowed off. (And when computing percentage .5 or

more will add one). Although CCA'S are not calculated into the quota, they will be granted leave and will count against the quota as follows.

2. Annual leave requested for 5 days or more, for more than thirty days prior to requested date.

- A. Requests must be made no longer than one year from date requested.
- B. Requests must be made for full weeks; full weeks must be utilized.
- C. Submission date (date appearing in "date submitted" block of Form 3971) will dictate priority number.
- D. Ties (requests submitted on same working day) will be assigned priority number by seniority.
- E. All request over 30 days must be signed by the Union.

3. Annual leave requested for 1 day or more within thirty days of requested date.

- A. Annual leave requests will be accepted up to thirty (30) days prior to requested date.
- B. Submission date (date appearing in "date submitted" block of Form 3971) will dictate priority numbers.
- C. Ties (requests submitted on same working day) will be assigned priority number by seniority.
- D. Predated requests will take precedence over the "same day" annual leave policy.

4. The following procedure will be followed for granting same day annual leave, if available.

- A. Request will be considered on punched clock ring on Form 3971.
- B. No clock ring will be accepted if it is greater than 5 minutes (8 units), prior to scheduled starting time.
- C. There will be a 5-minute (eight unit) breakdown to allow for congestion at the clock.
- D. In the event of a tie within this breakdown period, leave will be granted on a seniority basis.
- E. The steward on the floor will settle any disputes over selections made.

#### Item #13

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 CCA's and 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 order, and selected in seniority order.
- C. All full-time regular employees who did not volunteer to work their non-scheduled day in inverse seniority order.
- D. All full-time regular employees who did not volunteer to work their holiday in inverse seniority order.

Item #14

- A. The overtime desired list will be installation wide.
- B. The union will be provided on a daily basis the overtime usage from the previous work day.
- C. Both management and the union will maintain their own overtime desired lists.
- D. The Union will monitor the overtime desired list and be provided time to update their records on a bi-weekly basis. The Union will also be provided time to review management's chart to insure a fair distribution and to ensure that both charts reconcile.
- E. A quarterly report of overtime hours will be given to the union.

Item #15, #16, and #17

Light duty assignments shall consist of the following duties and shall not be limited to those specified.

- 1. Maintenance of carrier bulletin boards.
- 2. Inventory of carrier forms in the form rack in the carrier section.
- 3. Bring change of address Form 3982 up to date, one card per row.
- 4. Re-letter carrier racks.
- 5. Case circular cards in carrier racks.
- 6. Assist VOMA in moving vehicles.
- 7. Vehicle maintenance checks on unassigned vehicles.
- 8. Assist in USPS public relations work where applicable.
- 9. Assist in training new carriers.
- 10. Conduct tours for visiting groups.
- 11. Setup routes for delivery.
- 12. Assist CMU clerk on forwarding mail, if clerk craft agrees.
- 13. Assist in janitorial duties, if the custodial craft agrees.
- 14. Collections and relays.
- 15. Answer telephone.
- 16. Cover unassigned jobs within medical restrictions.
- 17. Update edit books.
- 18. Install case labels.

It is understood that the above duties will not be of a make work nature and be consistent with good business practice. The employee will conform to his/her medical restrictions while on light duty.

This notice will be posted on the safety bulletin board.

Item #18

The entire Carrier Craft of the U.S. Post Office of Beverly, MA 01915 will be known as one section.

#### Item #19

Management will make a determined effort to obtain parking facilities for letter carrier's personal vehicles. Management will investigate every suggestion by the carrier craft in regard to space that might be available for parking. Two (2) parking spaces will be made available for the Stewards and alternate stewards.

#### 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 or choice period vacation selections. This will not be charged to the choice vacation period quotas. Additional request may be considered by the Postmaster or designee.

#### Items #21 & 22

##### Section A:

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, highways, 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 assignments was abolished, shall be posted for bid in accordance with the posting procedures in this Article.

##### Section B:

Representatives of Northeast Merged Branch 25 shall have the right to use, with prior authorization, the Post Office telephone in the Post Office or in any classified station for the purpose of performing and engaging in official union duties and business related to collective bargaining agreement and the Local Memorandum of Understanding. Phone calls made in the above mentioned manner shall not be charged to the USPS, but will be charged to the local union. Conversations shall be held to a minimum.

##### Section C:

Since letter carriers are susceptible to injury on the job and must depend on workman's compensation to provide income, management must give compensation cases top priority in all job related injuries so far as reporting same to the Office of Federal Employee Compensation and including follow-up.

##### Section D:

Blood leave will be granted as soon as possible but within 30 days of the request. Postal employees will be excused for that period of time deemed reasonably necessary to cover any absence from regular tours of duty to make voluntary blood donations. The time necessary includes the time required for travel and the time required by the medical facility to process the blood donation. Necessary time also includes any additional time recommended by the blood bank.

Section E:

In order to create a well-trained work force, Union and Management agree to create a training program. To start with but not limited to, spending a day in the office being trained on office duties. The guidelines to follow will be one eight (8) hour tour on each of the following types of routes; walking, park and loop, and drive. Management will also train new employees on express mail and all collections within ninety (90) days of their employment.

Section F:

1. When a route becomes vacant it will be posted for a seven (7) day period.
2. The successful bidder of a route will be granted a six (6) calendar day trial period. At any time within the trial period the carrier may return to his or her previous route by giving his or her wishes in writing to his or her supervisor. The carrier may then return to his or her previous route. The route will then be awarded to the next senior bidder, with no trial period.
3. Letter carriers shall make their bids in writing to the manager in charge by 10:00AM 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 1<sup>st</sup> choice, 2<sup>nd</sup> choice, and 3<sup>rd</sup> choice. A steward or other union representative shall be present when the bids are opened.

Section G:

In accordance with Article 41 Section 4 of the National Agreement, if there are an over abundant number of available private vehicles a rotation system is to be used as to give all carriers equal opportunity to earn extra money. This system will be setup by the VOMA and monitored by the Union.

Section H:

All carriers will receive their paychecks after two (2) PM on Thursday.

Section I:

All routes that have their starting times changed by more than one (1) hour will be posted for bid (if agreed to by the carrier) and Section F will be followed.

Section J:

The establishment of a part-time flexible carrier council (Herein after referred to as P.T.F. council).

1. The council will consist of three (3) members. A chairperson and two (2) vice chairpersons.
2. They will be elected by a vote of all P.T.F. carriers on a yearly basis (or sooner if one or more leave the office or make regular).
3. The chairman (or in his/her absence vice chair) will be a spokesperson for P.T.F. carriers, able to approach management in the company of a union steward to discuss a problem(s) pertaining to P.T.F.'s on management's clock.
4. The council chairman or vice chairman will also be present during all local negotiations to represent P.T.F. interest.



Section K:

Upon a request by either party, there will be a regular Labor-Management meeting (at least once a quarter).

1. Meeting will be as close to the third Friday as possible.
2. Chief steward and steward (if both are available) P.T.F. chairperson and safety officer.
3. In addition to a management representative, management will provide someone to take minutes of the meetings if available.
4. Management will provide a file cabinet and office space for the Union.

Section L:

Management will be responsible for establishing a local Safety and Health Committee, which will be scheduled to meet quarterly, Union and Management will also comply with Section 7 of the Article XIV and Article XVI of the National Agreement.

1. Any vehicle that is deemed unsafe, the vehicle card will be removed from the rack by the VOMA and shall not be replaced until the vehicle is deemed safe.
2. It shall be the operator's responsibility to see that no vehicle is left running and unattended at the loading platform and management will see that this is adhered to.
3. The Carrier Safety Captain, in conjunction with the Safety Officer will investigate safety problems or complaints within the carrier craft on the clock.

Section M:

Posting and bidding craft assignments of five (5) days or more.

1. Management shall post a designated location to be mutually agreed by the parties, all temporary vacant full-time craft duty assignments of anticipated duration of five (5) days or more.
2. Full-time reserve, unassigned regular and part-time flexible letter carriers and cca's may indicate their preference for such assignments until twenty-four (24) hours before an assignment commences.
3. Twenty-four (24) hours before the assignment commences, the senior carrier having indicated his or her preference shall be notified that he or she is awarded the assignment.
4. Upon less than twenty-four (24) hours, notice current procedures shall prevail.


Section N:

A full-time regular carrier called into work on a non-scheduled day shall work his or her full-time duty assignment provided there is a vacant route on the string to which the T-6 may be assigned. Otherwise the carrier working on a non-scheduled day will be assigned where needed, unless the T-6 volunteers to move off of his string.

We, the undersigned, agree to all the provisions set forth in the memorandum of understanding between Northeast Merged Branch 25 and the United States Postal Service.

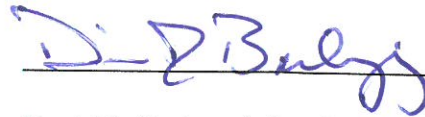
This memorandum of understanding is entered into May 14, 2021 at Beverly, MA 01915, between the representatives of the National Association of Letter Carriers local branch 25 pursuant to local implementation provisions of the 2019-2023 National Agreement.

FOR THE  
UNITED STATES POSTAL SERVICE

A handwritten signature in black ink, appearing to read "Anthony Leccese", written over a horizontal line.

Anthony P. Leccese, Postmaster

FOR THE  
NATIONAL ASSOCIATION OF  
LETTER CARRIERS BRANCH 25

A handwritten signature in blue ink, appearing to read "David J. Barbuzzi", written over a horizontal line.

David J. Barbuzzi, President