

## LOCAL MEMORANDUM OF UNDERSTANDING

The following is the Memorandum of Understanding between the US Postal Service and the National Association of Letter Carrier entered into on May 19, 2021 pursuant to the Local Implementation Provision, Article 30 of the National Agreement.

This Memorandum of Understanding will be in effect for the duration of the current contract which includes the period of September 2019 till May 2023 unless it is either terminated or modified in writing concurrent with the National Agreement. No verbal agreements have been made and the entire mutually agreed upon provisions of this Local Agreement are hereby contained in writing.

This agreement covers all NALC employees of the Haverhill, Bradford, Georgetown, Groveland, and Ward Hill Post Offices, which in its entirety is known as the Haverhill installation.



Keith T. Miller, OIC  
Haverhill Post Office



David J. Barbuzzi, President  
NALC Branch 25

I. Additional or longer wash-up periods.

The installation head shall grant reasonable wash-up time to those employees who perform dirty work or work with toxic materials. The amount of wash-up time granted each employee shall be subject to the grievance procedure. (Article 8, Section 9 of the National Agreement).

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

All full-time letter carrier routes and assignments in the Haverhill installation will continue to be on a rotating day off schedule, with the work week running from Saturday through Friday. The Employer will establish a rotating day off or a fixed day off for any new full-time letter carrier route or assignments that may be established in the future with input from the local Union.

The Employer will establish a rotating day off or a fixed day off for any new part-time regular letter carrier assignments that may be established in the future with input from the local Union.

III. 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.

Termination of postal operations to conform to orders of local authorities, or as local conditions warrant because of emergency conditions, shall be based upon information available and received from local, state, or national authorities. The final decision to curtail or terminate postal operations in an emergency situation will be that of the Postmaster or his designee.

IV. Formulation of local leave program.

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

Management will post the new leave year dates prior to January of each calendar year.

B. Miscellaneous Provisions for Prime Time and Non-Prime Time.

1. No letter carrier will be called in to work by the Employer (or scheduled to work by the Employer), for either straight time or overtime while on annual leave.

2. Military leave will not count against the quota of letter carriers allowed off on leave in either prime time or non-prime time.

3. The Employer will make every effort possible to grant annual leave or leave without pay (at the employee's option) to Union officials or their designees to attend Union activities during any portion of the year. Union activities will include, but are not limited to any legislative rallies, training seminars, rap sessions, etc., that are sponsored by the Union. Any employee(s) granted leave to attend Union activities will count against the quota of letter carriers allowed off on leave during that particular time of the year (whether prime time or non-prime time).

4. CCA'S shall be allowed to exercise their preference for annual leave in both choice and non-choice period. CCA'S relative standing shall determine their position on the carrier seniority roster. CCA leave shall count towards the allowed carriers off in both choice and non-choice period.

V. Prime Time Annual Leave.

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

1. The choice vacation period shall have as a quota 7 carriers allowed full weeks of leave plus 1 slot available for the "single day" pick in Haverhill.

2. The quota described in number 1 is based on Haverhill maintaining 5 or more cca's on the rolls as of January 31<sup>st</sup> of the year preceding the leave. Should the number of cca's fall below 5, the quota will be 6 carriers allowed off for full weeks plus 1 slot available for the single day pick.

B. The duration of choice vacation period.

1. The choice vacation period shall begin on the week containing the date of May 15 of each leave year and will end the week containing September 15 of each leave year.

2. Management will post a blank choice vacation period calendar specifying the exact dates of each bidding period in February of each year.

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

1. During the choice vacation period, letter carriers will start their vacations on Monday and end on Sunday.

D. Method for making prime time vacation selections.

1. No later than February 1 of each leave year covered by this Agreement, the Union President will designate a Union official (if not himself) who will be in charge of soliciting prime time vacation bids from letter carriers for that leave year.

2. Prime time vacation selections by letter carriers during the 1<sup>st</sup> and 2<sup>nd</sup> bidding will only be for weekly blocks of time (Mondays thru Sundays). Cancelled weeks will be reposted installation wide within 3 days for 7 days. These weeks may be bid in any increment of leave.

3. It is agreed to by the parties signatory to this agreement that for the purposes of choice vacation period only, the part-time regular letter carrier currently on the rolls in Haverhill will be assigned a seniority date of when he became a part-time regular carrier. He will then take his seniority date and be merged into the seniority roster of career letter carriers and make his choice period vacation selection(s) accordingly.

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

1. There will be two separate and distinct bidding periods of time for choice vacation weeks. 1<sup>st</sup> bidding will be conducted during the 1<sup>st</sup> three weeks of March. 2<sup>nd</sup> bidding will be conducted upon completion and posting of 1<sup>st</sup> bidding and shall be completed by April 15.

2. During either 1<sup>st</sup> or 2<sup>nd</sup> round of bidding, a letter carrier may select 5, 10, or 15 days of consecutive leave, not to exceed the limits outlined in Article 10.D of the National Agreement. (A carrier may take 6 days of leave during his/her 6-day work week).

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

1. Any letter carrier(s) scheduled for jury duty during the prime-time vacation period, or on stand-by status after prime-time bidding has been completed, will not count as part of the quota of letter carriers allowed off during any week of prime time.

2. Any letter carrier(s) who selects any week(s) of vacation during the prime-time vacation period (during 1<sup>st</sup> or 2<sup>nd</sup> bidding), and subsequently is called and serves on jury duty during that period of time, will be allowed to make another selection for prime-time vacation for weeks that have not reached the quota of letter carriers allowed off.

3. Attendance at National or State Union Conventions during the prime-time vacation period will count as part of the quota of letter carriers allowed off during that particular period of prime time.

G. The determination as to whether annual leave to attend Union activities requested prior to the determination of the choice vacation schedule is to be part of the total choice vacation plan.

1. At the beginning of each year when the Convention week(s) and/or day(s) has been determined and before the start of 1<sup>st</sup> bidding for prime-time vacation weeks, sufficient letter carrier vacation slots for all eligible delegates will be withheld by the Employer for the appropriate week(s) and/or day(s) upon request by the Union.

2. Any letter carrier(s) who will be attending a National or State Union Convention during the prime-time vacation period will not be charged with a vacation selection for that particular week during 1<sup>st</sup> bidding.

3. Attendance at National or State Union Conventions during the prime-time vacation period will count as part of the quota of letter carriers allowed off during that particular period of prime time.

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

1. After management review and agreement, the designated union representative will post the prime-time calendar after the completion of the 1<sup>st</sup> bidding and again after completion of the 2<sup>nd</sup> bidding.
2. All carriers will submit completed Forms 3971 for prime-time selections in duplicate to management following the final posting of the prime-time schedule and no later than May 1.
3. A carrier may only cancel his/her vacation selection(s) with the joint approval of the designated union official and management.

#### I. Reposting of Canceled Prime Time Vacation Weeks

1. Once a letter carrier has submitted his or her vacation selections to a Union official (during 1<sup>st</sup> or 2<sup>nd</sup> bidding), he/she may only cancel his/her vacation selection(s) with the joint approval of the designated Union official and the designated Carrier Supervisor who are in charge of administering the prime-time vacation selection process for that particular year.
2. At the end of the posting period, the Employer will award the vacation slot to the senior letter carrier bidding the slot, who is junior to the letter carrier who gained the final vacation slot for that particular week, during 1<sup>st</sup> or 2<sup>nd</sup> bidding. If no "junior" letter carrier bids for the vacation slot as stated above, then the senior letter carrier who has bid for the slot shall be awarded such time.
3. A letter carrier who wishes to request to cancel a prime-time vacation selection, in accordance with Section H.3, must inform the Union and the Employer representatives of the desire no later than two weeks prior to the time that he/she wants to cancel so that there will be time to implement the posting procedures described above.

#### J. Miscellaneous Provisions for Prime Time

1. There will be no mutual swapping of posted vacations by any letter carriers.
2. Military leave will not count as part of a letter carrier's selections for prime-time vacation in either 1<sup>st</sup> or 2<sup>nd</sup> round of bidding.
3. The Employer will make every effort to grant sort and go leave requests during prime time and if approved, the leave will count towards the quota off.

#### K. Incidental Leave During Prime Time

After 1<sup>st</sup> and 2<sup>nd</sup> bidding for prime-time vacation weeks has been completed, incidental leave for prime time shall be available to letter carriers.

#### VI. Non-Prime Time Annual Leave

- A. All dates not included in the prime-time period dates are considered non-prime time dates.

B. Determination of the maximum number of employees who shall receive leave each week during the non-prime time period.

1. Quota: The Employer will grant scheduled leave to 4 letter carriers for each day of the non-prime time portion of the year. Only annual leave will be applied toward the quota.
2. Management will make every effort to grant sort and go leave requests during non-prime time and if approved, the leave will count towards the quota off.

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

1. Letter carriers may submit Forms 3971 for 3 or more days up to 6 months in advance.
2. Letter carriers may submit Forms 3971 for less than 3 days up to 90 days in advance.
3. Leave requests submitted with less than 48 hours' notice will be approved at management's discretion.
4. If a letter carrier submits a request for a block of days and at least one of the days requested is filled up to the quota, the Employer can disapprove the request. The Employer must note on Form 3971 available days within the requested block. The carrier will inform the Employer as soon as possible if he/she wants to take leave on the available days. The carrier will submit another Form 3971 for the available days for the Employer to act on at the time of submission.
5. If a request for annual leave is initially denied by the Employer and later becomes available for any reason, the Employer is required to grant annual leave to the letter carrier who was the 1<sup>st</sup> refusal for annual leave requested for that date.
6. Requests for leave on a "holiday" (workday before a holiday) must be submitted no later than 7 calendar days prior to the "holiday". The Employer must act on this leave request by the Tuesday prior to the holiday, the same day the holiday schedule posting in accordance with the National Agreement.
7. Forms 3971 must be handed to management or placed in the designated location. Forms 3971 must be submitted in duplicate. A letter carrier may submit may submit Forms 3971 in triplicate if he/she wants proof of submission. If submitted in triplicate, the Employer will sign and date Form 3971 in the appropriate block indicating notification and return one copy to the carrier.
8. Forms 3971 must be approved or disapproved and signed by the Employer within 72 hours. If disapproved, a reason must be given on Form 3971. If a request for annual leave has not been acted upon by the Employer within 72 hours, the Employer must grant the requested annual leave regardless of whether the quota off has been reached or not. The fulfilling of the 72-hour time limit stipulation will be contingent on when the Employer signed the acted-on leave request.

9. All Forms 3971 that have been acted on by the Employer will be returned to the carrier on the next business day following the expiration of the 72-hour consideration period.

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

A. The Haverhill installation will follow whatever pecking order is in place in the JCAM at the time of the Holiday Schedule Posting.

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

A. The overtime desired list will consist of the entire Haverhill installation.

IX. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

A. Any letter carrier requesting a light duty assignment because of illness or injury may receive such an assignment consisting of up to 8 hours per day, provided that there is sufficient work in the carrier craft that can be performed by the carrier.

B. The Employer will make every effort to employ letter carriers in their own station, to the extent possible, for any light duty assignments.

C. The Employer will reduce the work hours of CCA's in order to accommodate letter carriers that are on light duty unless the CCA is on a hold down. The type of work hours reduced by the Employer will be those that fall within the medical limitations of the letter carrier(s) that are on light duty.

D. The Employer will attempt to distribute carrier work in such a manner that each letter carrier on light duty will work as even a number of hours per workday as practicable.

E. When there is insufficient light duty work for a letter carrier, the Employer shall have the right to send the carrier home before his/her 8-hour tour of duty has ended.

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

A. Light duty assignments for letter carriers may include, but are not limited to:

Assisting routes by sorting mail.

Relabeling carrier cases.

Rewriting carrier route books.

Coverage of suitable collection boxes.

Labeling mailboxes inside apartment buildings.

Training new employees, if qualified and within restrictions.

XI. 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. The Haverhill Post Office and its affiliated stations shall be known as an installation. The entire installation shall comprise a section in reference to the involuntary reassignment provisions of Article 12, Section 5.C.4 of the National Agreement.

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

A. Posting of Full Time Letter Carrier Bid Assignments

1. Full-time letter carrier routes and assignments that are posted for bid will be posted on an installation wide basis and can be bid by any eligible full time regular letter carrier working in the Haverhill installation. (Installation includes carriers from Haverhill, Bradford, Georgetown, and Groveland).

2. Full-time letter carrier routes and assignments will be posted for bid in all Haverhill facilities housing city letter carriers for a period of five (5) calendar days.

3. The Employer will provide a sealed or locked bid box at the Haverhill Main Office for the reception of all bids.

4. Individual letter carrier assignments that have their starting time changed by the Employer by more than one (1) hour will not be posted for bid to the entire installation unless the regular carrier serving the route or assignment agrees to the posting in writing to the Postmaster. When the Employer decides that such a change in starting time will be made, a consultation must be scheduled between the Employer's representative, a Union representative, and the regular letter carrier serving the route. The regular carrier will be told the new starting time and the reason for the change. (This provision does not pertain to installation wide or station wide changes in starting times initiated by the Employer. The Employer will not change the starting time of any letter carrier route or assignment in small increments, for the sole purpose of circumventing this provision).

B. Opting for Temporary Vacant Assignments.

1. The Employer will notify all eligible letter carriers not currently working a hold down assignment of any temporarily vacant full-time carrier craft duty assignments of anticipated duration of 5 days or more. These carriers will be notified about any temporarily vacant assignments in order of seniority.

2. Full-time reserve, unassigned regular, part-time flexible letter carriers and CCA's not currently working a hold-down assignment shall be eligible for such assignments.

3. The senior eligible letter carrier who has opted for the vacant assignment will be notified by the Employer that he/she is awarded the assignment.



4. In the case of opting for a T-6 hold down assignment, any eligible letter carriers shall be allowed to opt for such an assignment. The senior eligible letter carrier who has opted for the T-6 hold down assignment will be awarded the assignment in accordance with Article 25 of the National Agreement.

5. A full-time regular carrier working overtime on his/her NS day shall work his/her full-time duty assignment provided there is an open assignment on the T-6 swing. In such cases, the carrier technician is allowed to displace an employee who has opted on an assignment on the technician's string if none of the other routes on the string are available.

XIII. Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.

A. Article 41, Section 3.O of the National Agreement – “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 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 routes or full-time duty assignments was abolished shall be posted for bid in accordance with the posting procedures in Article 12 of the National Agreement between the USPS and the NALC.”

#### B. Vehicle Safety.

All drivers of Government owned vehicles are responsible for the proper care and handling of these vehicles. They are also responsible for reporting any conditions which could make the vehicle unsafe to operate.

A letter carrier must notify the Employer of an unsafe vehicle through the proper completion of PS Form 4565, the letter carrier will immediately be provided his/her copy of the form and the other copies of the form will be placed in the appropriate spot in the vehicle card rack, so that any letter carrier will know that a particular vehicle is unsafe and is in the process of being repaired.

Any unsafe operating vehicle must be repaired before the vehicle is returned to service. When there is a disagreement between a carrier and his/her supervisor about the safety of a particular vehicle, the carrier will have the right to refuse to operate the vehicle. In such a case, the Employer must provide the carrier with an alternative vehicle or some other means to perform his/her assignment safely.

When there is a disagreement between a carrier and his/her supervisor about the safety of a particular vehicle, and there is no alternative vehicle that can be used to perform an assignment, the supervisor will decide whether the vehicle is safe to operate and will provide the carrier with a statement in writing when so requested.