

MEMORANDUM OF UNDERSTANDING

BETWEEN

BRANCH 25

NATIONAL ASSOCIATION OF LETTER CARRIERS AFL-CIO

AND

UNITED STATES POSTAL SERVICE

LOWELL MA 01854-9998

May 2021

May 2023

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MEMORANDUM OF UNDERSTANDING AND RECOGNITION

This Memorandum of Understanding is entered into on May 13, 2021 at Lowell Massachusetts between the representatives of the U. S. Postal Service and the designated agent of the Union signatory to the National Agreement, National Association of Letter Carriers, AFL-CIO pursuant to the Local Implementation Provision of the 2019-2023 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

This Memorandum of Understanding covers all employees of the Lowell 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 National level with respect to wage hours of employment and other terms of the National Agreement of September 21, 2019, for 2019-2023.

ITEM 1 – WASH-UP TIME

Reasonable wash-up time will be allowed when carriers are performing dirty work or handling toxic materials.

ITEM 2 – WORK SCHEDULES

All regular carriers, including reserve carriers and unassigned carriers, shall be on a rotating non-scheduled workday basis. When reserve and unassigned regular carriers bid a vacant assignment, they will take the non-scheduled day of that assignment.

ITEM 3 - CURTAILMENT OF POSTAL OPERATIONS

When serious emergency conditions exist, a decision on whether or not to curtail delivery will be made by the Postmaster, or his designee. This decision will be communicated to Union officials. Should conditions warrant it after carriers leave, local radio stations will be requested to announce a recall of carriers.

ITEM 4 - LEAVE PROGRAM

- A. All choice vacation awards will be on a strict seniority basis.
- B. Cancellation requests of awarded choice vacation leave must be submitted in writing to the Supervisor, Customer Services with a copy to the NALC Union Steward at least seven(7) days in advance of scheduled leave. Cancelled bids will be filled by awarding bids to alternates of original bids on the basis of seniority.
- C. Awarded non-choice vacation and single day leave cancellation requests must be submitted in writing to the Supervisor, Customer Services with a copy to the NALC Union Steward at least three (3) days in advance of scheduled leave. Canceled bids will be filled by awarding bids to alternates of original bids of seniority.

ITEM 5 - CHOICE VACATION DURATION -

The choice vacation period will commence on the first Sunday in June and end on the Saturday after Labor Day.

ITEM 6 - CHOICE VACATION PERIOD BEGINNING

The vacation period will commence on Sunday and end on Saturday.

ITEM 7 - NUMBER OF CHOICE VACATION PERIODS

Carriers will be allowed to bid 5, 10 or 15 days based on what he/she is allowed under Article 10, Section 3. of the National Agreement. Carriers will be allowed two (2) choices on the first round.

ITEM 8 - LEAVE CHARGED TO CHOICE PERIOD

- A. Leave for Jury Duty or Armed Forces Services shall be in addition to the employee's choice vacation time at his/her discretion. Jury Duty or Armed Forces Services Duty will not be included in requests for full weeks; however, will be included for less than full week segments.
- B. Leave for union, state, or national conventions will be in addition to the employees choice vacation, but will be included in the quota of employees allowed off. Leave requests for Convention Leave will take precedence over other requests for the same period. If an additional travel day is required, up to 3 employees will be granted leave above the compliment towards full weeks. Should there be incidental leave cancellations, these 3 will count towards the complement.

ITEM 9 - NUMBER OF EMPLOYEES OFF DURING PRIME TIME

- A. Fifteen (15) percent of the carriers on the rolls on February 1st will be allowed off during each period of the choice vacation period. Fraction of .5 or greater will be rounded to the next whole number. (Only career carriers are used for computation of percentage).
- B. During the choice vacation period, when 15% of the carrier work force have not bid choice periods, carriers will be allowed off up to the 15% in accordance with Item A above in segments of eight(8) hours.
- C. Should excessing take place in the carrier craft, the number of carriers allowed off will be recalculated based on the number of carriers on the rolls the first full period after the excessing is completed.

ITEM 10 - PRIME VACATION SCHEDULE NOTICE

Notice will be posted on February 1 through February 15. This notice will set forth pertinent data needed for bidding purposes. Bids will be submitted on Form 3971. All employees, full-time regulars, and CCA's, will be permitted to bid. CCA's are permitted to bid, provided that they are projected to have the available leave at the time the leave will be taken. Notice of final award will be posted on February 22. Bids will state FIRST, SECOND, THIRD and FOURTH preference. The second phase of choice vacation bidding will be from February 23 to March 5, if necessary, stating the number of vacancies in each choice period. Notice of award will be posted March 12.

ITEM 11 - NEW LEAVE YEAR NOTIFICATION

Consistent with National Posting.

ITEM 12 - OTHER THAN PRIME TIME VACATION

- A. Leave other than choice vacation leave requested on PS 3971 shall be approved or disapproved within 24 hours; unless the time requested is for that same day or the following day. In that case, request for less than eight(8) hours same day leave will be granted by rotating seniority as is the current practice (up to 8:15 a.m.). Request for next day eight (8) hours annual leave submitted by 8:30 AM will be granted by seniority, up to the applicable percentage or number of carriers allowed. After 8:30 AM, such requests will be granted to the maximum extent possible. Emergency annual leave takes precedence over the above.
- B. Notice will be posted on July 15th through July 30th. This notice will set forth pertinent data needed for bidding purposes. Bids will be submitted on Form 3971. All employees, full-time regulars and CCA's, will be permitted to bid. CCA's are permitted to bid, provided that they are projected to have the available leave at the time the leave will be taken. Notice of final award will be posted on August 7th. Bids will state FIRST, SECOND, THIRD and FOURTH preference.
- C. All other than prime time vacation awards will be on a strict seniority basis.
- D. Requests for other than prime time vacation leave will not be submitted more than 30 days in advance, unless appropriate documentation such as airline tickets; hotel reservations; etc. is provided and agreed to by both Management and the NALC.
- E. Seven point five percent (7.5%) of the carriers on the rolls on February 1st will be allowed off during the other than prime time period. (Only career carriers are used for computation of percentage). In addition during the weeks of winter and spring school vacations for Massachusetts and New Hampshire public schools, two (2) carriers over the allowed complement of seven point five percent (7.5%) will be granted annual leave, for those weeks or in segments of eight (8) hours. The union will notify management of the designated weeks as soon as practicable.
- F. During the other than prime time period, when 7.5% of the carrier work force have not bid non-choice periods, carriers will be allowed off up to the 7.5% in accordance with E above in segments of eight(8) hours.
- G. Should excessing take place in the carrier craft, the number of employees allowed off will be recalculated based on the number of carriers on the rolls the first full pay period after the excessing is completed.

ITEM 13 - HOLIDAY SCHEDULING

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

- A. All casuals, part-time flexible employees and CCA's 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.

ITEM 13 - HOLIDAY SCHEDULING (CONTINUED)

- 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.
- E. When non-scheduled and holiday employees either volunteer or are required to work a holiday, the senior employee will be given his/her choice of assignment.

ITEM 14 - OVERTIME DESIRED LIST

The Overtime Desired List shall be established by tour.

ITEM 15 - NUMBER OF LIGHT DUTY ASSIGNMENTS

Consistent with National Agreement.

ITEM 16-ASSIGNMENT OF LIGHT DUTY

Consistent with National Agreement.

ITEM 17 - LIGHT DUTY ASSIGNMENT IDENTIFICATION

- A. Every reasonable effort will be made to provide light duty assignments when such work is deemed to be available.
- B. The following will be considered Light Duty assignments for full-time regular and part-time flexible schedule letter carriers by Branch 25 NALC. Assignment will depend on the physical condition and capabilities of the individual who makes the request and availability of assignments:
 - 1. Performing all the office work on his/her regular assignment, and in the case of a part-time flexible schedule carrier, a vacant assignment.
 - 2. Assisting in casing the mail on a temporarily heavy or over-burdened route or routes.
 - 3. Parcel Post, Relays, and Express Mail duties.
 - 4. Collections, depending on the physical condition of the applicant.
 - 5. Office work.
- C. These items will not preclude other available assignments.

ITEM 18 - IDENTIFICATION OF SECTIONS

Consistent with National Agreement.

ITEM 19 - EMPLOYEE PARKING

Consistent with National Agreement.

ITEM 20 - UNION ACTIVITIES ANNUAL LEAVE

Annual Leave or Leave Without Pay(LWOP) requested to attend Union Activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

ITEM 21 - ARTICLE 41

- A. Section Ia5 - A letter carrier assignment will be posted when there is a change of more than one (1) hour in starting time.
- B. Section Ib3 - All vacant assignments shall be posted for seven (7) days.
- C. Section Ic4 - 1) In the event the regular assigned carrier is requested to work his/her non-Scheduled work day, he/she shall be assigned to work his/ her own bid assignment, if there is an opening within that string for the T-6 to move to. In this event the T-6 will move to another route within that string. The T-6 will not be moved off their string. However, a T-6 carrier working his/her scheduled day will have first choice of any available routes on that string prior to those routes being made available to replacement carriers or pivoting, unless the pivoting is to accommodate light and/or limited duty carriers.
 - 2) A T-6 carrier who works his/her non-scheduled day shall be used to perform carrier work in his/her string of five(5) routes, provided there is a vacancy available on his/her string.
 - 3) Any carrier holding down a five (5) day hold down may not be forced off that hold down.
- D. Section 3o - 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.
- E. A carrier may make an exchange of the non-scheduled work day with another carrier, subject to the approval of the Shop Steward and the Supervisor.
- F. All carriers must wear clean, neat and proper uniforms when leaving the office for route, and when returning to the post office from the route.
- G. Up to four (4) hours of Blood Donor Leave shall be given for blood donations.

ITEM 22 - SENIORITY, REASSIGNMENT AND POSTING

- A. Carriers applying for an assignment shall make duplicate bids; one (1) copy for the bid box and one(1) copy to the Shop Steward.
- B. The senior applicant for a vacant assignment shall be placed in the new assignment within 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) work days in January.
- C. Successful bidders for posted vacant assignments shall accept the non-work days that accompany the new assignment.
- D. T-6 assignment vacancies, reserve regular and any other regular eight (8) hour tours, are to be posted and bid for in the same manner and subject to the same provisions as provided in this Article of this Memorandum of Understanding.
- E. Assignments will be reposted when the street territory is changed by more than 50% of the total possible deliveries.
- F. Seniority will be applied locally on the basis of the National Agreement and Postal regulations.
- G. Day to Day Seniority:
 - 1. Daily carrier vacancies shall be filled by choice, by seniority of the reserve and unassigned regular carriers.
 - 2. The application of seniority of part-time flexible carriers will be consistent with Article 41, 2 A & B, of the National Agreement.
- H. Vacancies of five (5) or more days:

Carrier vacancies of five (5) work days or more shall be filled by verbal bid, by seniority, as follows:

 - 1. Reserve and unassigned regulars.
 - 2. Part-time flexible carriers.
 - 3. CCA's
 - 4. Successful bidders will take the non-scheduled days of the assignment bid.

SEPARABILITY AND DURATION

This Memorandum of Understanding is entered into on May 13, 2021, at Lowell, 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 2019-2023 National Agreement with the National Association of Letter Carriers.

By:



Domenic Delle Chiaie
Postmaster
Lowell MA 01854-9998

By:



David J Barbuzzi
President
NALC Branch 25
Lowell MA 01854-9998