

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO
BRANCH 25

AND

UNITED STATES POSTAL SERVICE
MARBLEHEAD, MA 01945-9998

SEPTEMBER 20, 2019 – MAY 20, 2023

ARTICLE 4

SECTION 1

Technological and Mechanization Changes. The designated agent for the National Association of Letter Carriers, AFL-CIO, Branch 25, will be notified within three (3) working days after management notification of the Technological and Mechanization changes to be made at the Marblehead Post Office.

ARTICLE 8

SECTION 1

Hours of Work. All letter carriers covered by this local agreement shall have rotating non-scheduled days except that schedules of those carriers in the Part-time flexible categories may be changed, subject to service needs. Management will make every effort to notify PTF's as far in advance as possible of impending changes in their work schedules.

SECTION 2

In accordance with Article 8, Section 5 of the National Agreement, a chart will be posted and updated weekly in each work location indicating each employee's accumulated overtime. An employee who has been contacted by management and is excused by management and thus does not work overtime shall be credited on the chart as if he/she did work overtime.

SECTION 3

Incorporate Article 8, Section 5 of the National Agreement.

ARTICLE 11

SECTION 1

Holidays. Incorporate Article 11, Section 6 of the National Agreement in total.

ARTICLE 30

SECTION 1

Fingering of mail. Letter carriers are not expected to finger mail when it would create a safety hazard.

ITEM 1

When a carrier performs dirty work, or work with toxic materials, the employees will be allowed reasonable wash-up time.

ITEM 2

All letter carriers covered by this Local Memorandum of Understanding shall have rotating non-scheduled days except that schedules of those carriers in the Part-Time Flexible categories may be changed, subject to service

needs. Management will make every effort to notify PTF'S as far in advance as possible of impending changes in their work schedules.

ITEM 3

In any emergency situations, the Postmaster or designee will consult with local Union officials well prior to any action taken. All available sources of information will be taken into consideration and Union officials will be updated periodically. Management will make announcements over the P.A. or by other means notifying all employees of status of the emergency situation. Any state of emergency will be honored to the greatest extent possible unless sound and reasonable judgement necessitates superseding the state of emergency.

ITEM 4

SECTION 4A. Start choice vacation picks on February 1st.

SECTION 4B. No carrier will be called in to work while on annual leave except in serious emergency situations.

SECTION 4C. Military leave shall not count as part of a carrier's selection for the above vacation period nor shall it count against the Branch quota for the choice period.

SECTION 4D. All requests by letter carriers for Emergency Leave shall be granted to the greatest extent possible.

SECTION 4E. All carriers shall indicate their selection for choice period by submitting PS Form 3971 in duplicate and signing the carrier vacation list which shall be posted on the bulletin board and remain up all year.

SECTION 4F. Any employee who fails to make his/her choice selection within 24 hours will be passed over and will not be permitted to reclaim his/her seniority rights to the disadvantage of any employee who has made his/her selections. During the interim, however, he/she may reclaim the leave schedule at any time during the selection process to make his/her selection immediately.

SECTION 4G. When an employee wishes to cancel a vacation, the employee must do so in writing at least fourteen (14) calendar days prior to the time selected. Upon receipt, the supervisor or Union designee will announce on the workroom floor or intercom, the week or weeks turned back. This time will be reposted within forty-eight (48) hours after notification of the cancellation is received, for a period of five (5) calendar days. The time will be awarded to the senior bidder, junior to the original bidder. If no junior employee bids, it will revert to the seniority list for bidding purposes. Cancellation less than fourteen (14) days prior to the time canceled may be made when it is mutually agreeable to both Union and Management.

SECTION 4H. Full or part-time employees will be granted annual leave or leave without pay, at the election of the employee, to attend National, State, and regional conventions (assemblies) and all other Union business provided that a request for leave has been submitted by the employee to the installation head as soon as practicable and provided that approval of such leave does not seriously adversely affect the service needs of the installation.

SECTION 4I. Blood leave; ELM 519.25 will be the guide.

SECTION 4J. Voting leave; ELM 519.24 will be the guide.

SECTION 4K. The List will be posted February 1st and remain up all year.

SECTION 4L. Any annual leave not used may be requested on form PS 3971 or if the employee calls in.

ITEM 5. Employees will start their vacations on Monday at 12:01AM and return to work on Monday following their vacation unless that Monday is a holiday or a non-scheduled day, in which case, the employee will return to work on Tuesday. Employees shall not be required to work their non-scheduled days and holidays which fall in conjunction with the end of their vacation.

ITEM 6. Employees, at their option, may request by seniority one (1) or two (2) selections during the choice vacation period in units of either five (5), then (10) or fifteen (15) working days with the total of the two selections not exceeding ten (10) or fifteen (15) days in accordance with leave earned annually.

ITEM 7.

SECTION 7A. Jury duty will not count as part of a carrier's selection for the choice vacation period, nor will it count against the Branch quota for the choice period.

SECTION 7B. Annual leave for union conventions shall be in accordance with Article 24 of the National Agreement and shall not count as part of a carrier's selection for the choice period nor will it count against the Marblehead Post Office's quota for the choice period for two (2) carriers.

ITEM 8A. The choice vacation period shall begin on Memorial Day and run for nineteen (19) consecutive weeks.

ITEM 8B. The quota for choice vacation period will be 15% of all letter carriers on the rolls as of September 1st each year.

ITEM 8C. The non-choice period will be all dates outside of the choice period.

ITEM 8D. The number of employees allowed off each week during the non-choice vacation period shall be not less than seven (7) percent of all letter carriers.

ITEM 8E. During choice vacation period the number allowed off when converted from percentages will be rounded up if .50 or more and rounded down if .49 or less.

ITEM 9. Each carrier shall be notified of the vacation schedule approved for him/her by a copy of a properly completed form PS Form 3971 and a posting of such employee's name on the vacation list. Management will sign and return PS Form 3971 within 72 hours. If management defaults on the 72-hour provision, leave is automatically approved.

ITEM 10. Incorporate Article 10, Section 4. Part A of the National Agreement. The employer shall no later than November 1st publicize on bulletin boards and by other means, the beginning date of the new leave year which shall begin the first day of the first full pay period of the calendar year.

ITEM 11. Annual Leave outside of the choice vacation period.

ITEM 11A. All annual leave requests outside of the choice vacation period shall be submitted on PS Form 3971 in advance, or by call in.

ITEM 11B. All annual leave requests for full weeks only may be submitted up to six (6) months in advance.

ITEM 11C. All annual leave requests for three (3) days or more may be submitted up to sixty (60) days in advance.

ITEM 11D. All annual leave requests for less than three (3) days may be submitted up to forty-five (45) days in advance.

ITEM 12. Management will select carriers to work holidays in the following order:

1. Part-time flexibles
2. Full time regulars who volunteer to work on their non-service day, by seniority
3. Full time regulars who volunteer to work on their holiday, by seniority
4. CCA'S
5. Full time regulars who did not volunteer on what would otherwise be their non-scheduled day, by inverse seniority.
6. All other non-volunteer full time regulars by inverse seniority.

If after the posting period, a need for additional or replacement employees develops, employees shall be selected according to the same order as above.

ITEM 13. The overtime desired list will be by section.

ITEM 14, 15, & 16. NALC Branch 25 and Marblehead management agree that light duty assignments will be permanent subject matter for labor-management meetings.

Light duty assignments shall consist of, but not limited to the following duties:

- A. Assist routes that are determined by a supervisor to be in need of assistance; labeling cases and setting up routes.
- B. Write up insured, certified and registered mail on routes if needed and designated by a supervisor.
- C. Assignment to suitable collection.
- D. Rewrite worn form PS 3982 and bring them up to date.
- E. Re-label carrier cases.
- F. Update carrier route books.
- G. Case circular cards in carrier cases.
- H. Inventory of carrier forms in the forms rack in the carrier section.
- I. Maintenance of carrier bulletin board.
- J. Assist in moving vehicles.
- K. Vehicle inspection on unassigned routes.
- L. Assist in training new carriers.
- M. Assist in USPS public relations work where applicable.
- N. Conduct tours for visiting groups.
- O. Assist with paperwork where reasonable.
- P. Any carrier work physically or medically able to perform.
- Q. Other duties in accordance with Article 13 of the National Agreement.

In the event that duty assignments do not exist in the carrier craft every effort will be made to assign work within the Marblehead installation.

ITEM 17. The entire letter carrier craft of the Marblehead Post Office will be known as one section.

ITEM 18. Parking spaces of the Marblehead Post Office will be on a first-come first-served basis.

ITEM 19. Annual leave to attend Union activities requested prior to the determination of the choice vacation schedule will not be part of the total choice vacation plan.

ITEMS 20 & 21

SECTION A. Letter carriers' assignments shall be posted when there is a change of more than one (1) hour at the carrier's discretion.

SECTION B. 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.

SECTION C. A full-time regular carrier called to work on a non-scheduled day shall work his/her full-time duty assignment only if there is an available assignment on the string to which the T-6 carrier may be assigned. If an assignment on the T-6's string is covered by a part-time flexible (hold downs excluded) or cca, the part-time flexible or cca will be required to move. Otherwise the carrier working on a non-scheduled day will be assigned where needed.

SECTION D. A copy of all posted assignments will be given to the local Union. When an absent employee has so requested in writing, stating his/her mailing address, a copy of any such notices inviting bids shall be mailed to the employee.

SECTION E. Excluding higher level craft assignments and vacations, management shall post all temporary vacant full-time craft duty assignments of anticipated duration of five (5) days or more.

Full-Time Reserve, unassigned regular and part-time flexible carriers may indicate their preference for such assignments by the Tuesday prior to when an assignment commences.

Carriers may notify management in writing if they want to be notified of 5-day opts while they may be out on leave.

By the Tuesday prior to when the assignment commences, the senior carrier having indicated his/her preference shall be notified that he/she has been awarded the assignment.

The above shall not apply where assignments become available after the Tuesday prior. In such circumstances, management shall inquire as to the preference of each employee and award the assignment to the senior employee who indicates preference.

SECTION F. Higher level craft duty assignments (including, but not limited to T-6) of an anticipated duration of one week (five working days within seven calendar days) or longer shall be filled by the senior, qualified, eligible and available craft employee.

SECTION G. In instances where several assignments are posted, employees may bid for as many assignments as are posted, stating his/her preference as follows: First choice, Second choice, etc.

SECTION H. Employees applying for an assignment shall make a sealed bid on form PS 1717; or in writing to the Postmaster or placed in the bid box (carriers). Union and Management shall jointly open and record all bids for all assignments.

SECTION I. All full-time positions shall be posted for ten (10) days. Each bid notice will state that a private vehicle is not considered a qualifying factor.

SECTION J. A copy of all posted assignments will be given to the agents signatory to the National Agreement.

SECTION K. An updated roster of employees, listing said employees in the order of seniority, shall be made available upon request.

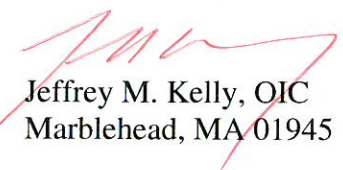
SECTION L. Management will consult and advise the agents of the Unions signatory to the National Agreement on any substantial change that is to be made in a job description or duty assignment, and consult with them when job descriptions are being prepared for posting.

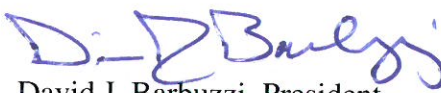
SECTION M. The successful bidder shall take over the position within fifteen (15) days after the closing date of the bid, except during the month of December.

SECTION N. Smoking is only permitted in the designated smoking area. No employee, regardless of craft or management, may smoke in or around a postal vehicle.

This Memorandum of Understanding is entered into on May 20, 2021 at the Marblehead, MA 01945 Post Office between the representatives of the United States Postal Service and the designated agents of Branch 25 of the National Association of Letter Carriers, AFL-CIO signatory to the National Agreement pursuant to the local implementation provisions of the September 2019 – May 2023 National Agreement on matters related to local conditions of employment.

The parties signatory to this agreement acknowledge that the terms and conditions contained herein will remain in full force and effect until such time as the parties may negotiate changes in future local implementation periods. If the local is not “opened” in future periods, it remains in effect and unchanged.


Jeffrey M. Kelly, OIC
Marblehead, MA 01945


David J. Barbuzzi, President
NALC Branch 25