

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

BRANCH 25 NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

AND

UNITED STATES POSTAL SERVICE, MAYNARD, MA

2019-2023

This Memorandum of Understanding , entered into on May 20, 2021 between the representatives of the United States Postal Service and the designated agent of the NALC Branch 25, AFL-CIO, pursuant to the Local Implementation Provision of the 2019-2023 National Agreement.

1. Additional or longer wash-up periods.
  - A. The parties recognize that in the Carrier Craft, workers may engage in work which can be identified as being dirty or toxic.
  - B. In view of this, it is incumbent upon the individual Supervisor to grant reasonable wash up time to employees.
  
2. The establishment of a regular work week of 5 days with either a fixed or rotating day off.
  - A. Work Week: The regular work week for routes at the Maynard Post Office will consist of five (5) days with rotating days off.
  
3. 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.
  - A. The decision to curtail or terminate Postal Operations is the responsibility of the Postmaster. The Union will be advised of all pertinent information to this decision.
  - B. It is agreed that advice of Local Authorities will be solicited. Local Officials' recommendations will be considered.
  
4. Formulation of local leave program.
  - A. Management will ensure that no employee will forfeit any Annual Leave.
  - B. Employees with excess of Four Hundred and Forty (440) hours of Annual Leave at the end of the choice vacation period, and who do not submit a request to cover their excess hours, will be assigned a vacation by management.
  - C. In order to maintain the integrity of the system, letter carriers must honor all approved annual leave except in emergency situations when the approval of both parties cancellations may be allowed.
  - D. Leave request on form 3971 shall be considered approved if not disapproved before the end of the third day after the form is submitted and initialed by the Supervisor. This is exclusive of the Prime Time for which posting is made.
  
5. Duration of the choice vacation period.
  - A. The duration of the choice vacation period shall be for the duration of this contract for the carrier craft and shall be eighteen (18) weeks (consecutive) beginning with the first full week of May.
  
6. The determination of the beginning of an employee's vacation period.
  - A. All vacations will commence on Sunday and return to work on Sunday unless that is a Holiday or Non-scheduled day.
  
7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.
  - A. All employees will have two (2) choices during the bidding period. Choices must be either five (5), ten (10), or fifteen (15) consecutive days.
  - B. There will be two (2) selection periods: February 1-28 and March 1-15.
  - C. During the first selection period only one (1) choice can be made.
  - D. Application for Annual Leave after the Prime Time will be on a first come first serve basis.
  
8. Whether Jury duty and attendance at the National or State Conventions shall not be charged to the choice vacation period.

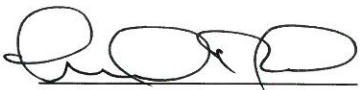

- A. Jury Duty and attendance at the National or State Conventions shall not be charged to the choice vacation.
9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.
- A. The number of carrier craft employees on vacation each week during the choice vacation period shall be thirteen percent (13%) and shall include city carrier assistants (CCAs).
- B. In those instances where figuring 13% does not result in a whole number, if the fractional result is 0.5 or higher, the next higher number will be used.
- C. Additional leave will be given up to the quota. A 3971 will be submitted not more than 45 days but no later than the Tuesday prior to the week in which the leave is being requested. Approval will be on a first come first served basis. In the instance of multiple requests on the same day seniority will take precedent.
- D. CCA's who request and are approved annual leave during the choice period who are unable to use annual leave due to being in their first 90 days after being converted to regular may choose to use LWOP in lieu of annual leave and those leave slots will be considered filled and no longer available.
10. The issuance of official notices to each employee of the vacation schedule approval for such employee.
- A. Employees shall be notified in writing by posting of a total leave chart.
- B. For Choice Period employees will be notified by the last day of the second full week of April.
11. Determination of the date and means of notifying employees of the beginning of the new time year.
- A. The Employer shall no later than November 1, publicize on the Bulletin Board the beginning date of the new leave year, which shall begin with the first day of the first full period of the calendar year which will explain the complement at that time and will be used to compute choice leave allowances.
12. The procedures for submission of applications for Annual Leave other than the choice vacation period.
- A. The non-choice vacation period will be from the beginning of the leave year to the start of the choice period and from the day following the end of the choice period and end the second Friday in December. The non-choice period will also include from December 26 until the end of the leave year.
- B. In the Carrier Craft 8% of the regular work force (including CCAs) shall be allowed off each week according to seniority.
- C. Selections must be in increments of 5 days and submitted 3 weeks prior to the non-choice period. Approval will be granted on seniority basis.
- D. Annual leave requests other than vacation will be submitted to a supervisor on PS Form 3971 as far in advance as possible but not more than 45 days. Employees will be notified within 48 hours except as in E below.
- E. In instances where the employee is not available, it is incumbent on the employee to ascertain from management the status of the time request.
- F. Additional annual leave may be granted at the discretion of management.
13. The method of selecting employees to work on a Holiday.
- A. All CCA
- B. All part-time flexible carriers
- C. Full-time regulars with the necessary skills who volunteer to work the holiday or days designated as their holidays
- D. Full-time carriers who volunteer to work on the holiday or day designated holiday who are non-scheduled and have the necessary skills.
- E. Full-time carriers who have not volunteered to work on their holiday or the day designated as their holiday who are non-scheduled and have the necessary skills by inverse seniority.
- F. Full-time carriers with the necessary skills who do not volunteer to work their holiday or ay designated as their holiday by inverse seniority.

- 14. Whether overtime desired lists in Article 8 shall be by selection and/or tour.
  - A. For the purpose of this agreement all employees will be considered on tour 2 and the Maynard Post Office will be one section.
  
- 15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignments.
  - A. The Postmaster shall make every effort to employ at least one in the carrier craft on temporary or permanent light duty assignment.
  
- 16. The method to be used in reserving light duty assignments so no regularly assigned members of the regular work force will be adversely affected.
  - A. Management and the Union agree to discuss each case on an individual basis before an employee is placed on light duty.
  
- 17. The identification of assignments that are to be considered light duty within each craft represented in the installation.
  - A. Specific light duty assignments will be identified if appropriate on an individual basis. It is recognized that no "make work" situations will be created.
  
- 18. The identification of assignments comprising the section when it is proposed to reassign within an installation employees excess to the needs of a section.
  - A. Does not apply to this installation.
  
- 19. 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. Annual leave for Union activities during the choice period will not be part of the total choice vacation plan.
  
- 20. Those other items which are subject to local negotiations as provided in the craft provisions of this agreement.
  - A. This section does not apply to this installation.
  
- 21. Local implementation of this agreement relating to seniority, reassignments and posting.
  - A. The provisions of Article 41.3.O will be followed for the duration of this agreement.

The parties agree that the terms and conditions of this LMOU will remain in full force and effect until the parties open negotiations in a future implementation period. If the LMOU is not opened there will be no changes to the terms and conditions herein.

USPS

NALC

Michael Raymond

David J. Barbuzzi

Postmaster

President

Date: 05.21.2021

Date: 5/20/21