

MEMORANDUM OF UNDERSTANDING

BETWEEN

BRANCH 25
NATIONAL ASSOCIATION OF LETTER CARRIERS
AFL-CIO

AND

UNITED STATES POSTAL SERVICE
PEABODY, MASSACHUSETTS

ITEM 1. Wash-up time periods.

Wash-up time will be in accordance with Article 8, Section 9 of the National Agreement.

ITEM 2. The establishment of a regular work week of five days with either fixed or rotating days off.

1. Effective January 6, 2001, the Peabody Post Office are to have Sundays and rotating NS days with the following exceptions:

a. Assignments that presently have Saturday/Sunday as fixed NS days will remain that way to the extent possible (may be changed to rotating on a juniority basis if needed to be added on a string to create a T-6 position).

ITEM 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 situations.

1. The decision for curtailment or termination of postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the Installation Head. When the decision has been reached to curtail postal operations, to the extent possible, management will notify the Branch President.

ITEM 4. Formulation of local leave program.

1. It is agreed that the proper procedure for a daily annual leave is as follows:

a. Person(s) submitting 3971 during their tour of duty the preceding day or before, will be given first consideration if auxiliary assistance is available.

b. If additional auxiliary assistance is available, and 3971's that have been submitted prior to day(s) in question have been addressed, we will continue giving time off on a rotating basis.

c. Any 3971's that are submitted on day requested will not be honored.

2. There will be 13% of carriers allowed off on annual leave during prime time.

a. Single days during prime time will be limited to the extent of having 13% off on a given day. This is a combined total of employees on annual leave for the entire week and employees taking single days.

b. The complement during non-prime time will be 9 % of the employee complement to include career employees and CCA's.

c. CCA'S carriers will apply to A + B following each round of regular carrier selections. CCA'S will select by relative standing.

3. A leave schedule shall be prepared and offered to the senior carrier and each carrier in order of seniority.

4. Any carrier who declines to make his/her selection upon presentation of the leave schedule will be considered to have waived his/her seniority right and will not be allowed to reclaim his/her seniority right and will not be allowed to reclaim his/her seniority to the disadvantage of a carrier who has made his/her selection during the interim. However, he/she may reclaim the list at any time to make his/her selection.

5. A carrier, with the approval of the supervisor and chief steward of Branch 25, may holdup the list for no more than twenty-four (24) hours.

6. A carrier need not elect to take annual leave during the choice period.

7. There will be no swapping of weeks.

8. All 3971 forms must be presented to a supervisor for action.

9. If any weeks of vacation are cancelled during July or August, a list of those weeks will be posted. Any carrier who didn't have opportunity to bid this period will have first choice by seniority. Once all carriers have had opportunity to bid in July or August, all bids will be awarded by seniority.

10. Carriers who become ill while on annual leave during choice period will be allowed to use sick leave in lieu of annual. Subsequently, they may make another selection during the choice period if slots are available. The week(s), day(s) that are converted to sick leave will not be reposted as available a/l.

ITEM 5. The duration of the choice vacation period.

Annual Leave

1. Annual leave will be granted on a seniority basis with the prime period commencing with the Massachusetts April school vacation week and continuing for 23 weeks. The week of Massachusetts February school vacation week will also be part of the choice vacation period. The week including Christmas will also be considered part of the choice vacation period.

ITEM 6. The determination of the beginning day of an employee's vacation period.

A. Letter carriers (including CCA'S), will start their vacations on a Monday and return to work on Monday following their vacation, unless that day is a Holiday or a non-scheduled workday, in which case, they will return to work on the next scheduled workday following the end of their vacation.

ITEM 7. Whether employees at their option may request two selections during the choice vacation period, in units of either 5 or 10 days.

1. Upon completion of first round of selections, the carrier supervisor shall present the schedule to each carrier by seniority for an additional selection. If a carrier has selected three (3) weeks in the choice period, any additional weeks requested for the choice period must be requested by submitting form 3971 and such requests will not be unreasonably denied.

2. All leave must be selected in weeks of whole calendar weeks.

3. The carrier may take his/her choice period in units of five (5), ten (10), or fifteen (15) working days.

4. The President or his/her designee will be granted annual leave or leave without pay at the election of the employee to attend National, State, Regional Union Conventions. Said leave shall be in excess of the normal complement allowed.

5. If an employee who is called in for military duty during his/her scheduled choice vacation period, said military duty will be in excess of the normal complement and the employee will be eligible for another vacation choice.

6. Request for annual leave for periods of less than five (5) days, the procedure will be:

a. Upon submission of Form 3971, management will reply within forty-eight (48) hours, subject to the following exception. That the forty-eight (48) hour rule will take effect four (4) weeks from the date requested on those requests for leave that are submitted more than four (4) weeks in advance of the day(s) requested. Failure to comply with the forty-eight (48) hour rule by management will be an automatic approval.

7. All 3971 forms shall be handed to a supervisor.

ITEM 8. Whether jury duty and attendance at national or state conventions shall be charged to the choice vacation period.

a. One carrier attending a National or State Convention during the choice vacation period will not be counted in the number of carriers scheduled off during that period.

b. If an employee is called for jury duty during his scheduled choice vacation period, said jury duty will be in excess of the normal complement allowed and the employee will be eligible for another vacation choice.

ITEM 9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period.

a. There shall be 13% of the carrier complement, including CCA's, allowed off each week during the choice vacation period. Any fraction of .5 or above shall be rounded up to the next whole number. Any fraction below .5 will be rounded down to the next whole number.

ITEM 10. The issuance of official notices to each employee of the vacation schedule approved for each employee.

Each carrier will submit, following final selection of his/her choice (and non-choice, where applicable) vacation period(s), and no later than 2 weeks prior to the period selected, form 3971 in duplicate, filling in all applicable items. A copy, signed by the responsible supervisor, will be returned to each carrier craft employee within 2 days (48 hours).

ITEM 11. Determination of the date and means of notifying employees of the beginning of the new leave year.

No later than November 1st of each year, management will notify all carriers through the general orders of the beginning date of the new leave year. The general orders with this information will be read to all employees at each respective work location and then will be posted on employee bulletin board. Leave bidding will commence on November 1 of each year. Quotas will be determined from on the rolls carriers (including CCA's) on November 1 of each year.

ITEM 12. The procedures for submission of applications for annual leave during other than the choice vacation period.

a. For periods of three (3) days or more, carriers may submit leave requests for the entire leave year (minus the periods designated as choice period) on the first day of the leave year. Such requests shall be granted on a first come first served basis with seniority being the deciding factor for any requests submitted on the same day. There shall be no splitting of weeks of annual leave.

b. For periods less than three (3) days, carriers may submit requests up to 60 days in advance of the leave requested.

ITEM 13. The method of selecting employees to work on a holiday.

A. Method of Selecting

1. All part-time flexibles and CCA'S.

2. All full-time career holiday and non-service employees will be combined into one list of volunteers and will be selected to work the holiday by seniority.

3. All non-service employees ordered in by juniority for overtime.

4. All Holiday employees ordered in by juniority for straight time.

AFTER TUESDAY POSTING OF SCHEDULE

5. Volunteers for overtime by seniority.

6. Ordered in by Juniority for overtime.

B. The holiday schedule will be signed off and initialed by the union and management.

C. No employee on non-service or holiday status may put in for annual leave on holiday schedule.

ITEM 14. Whether overtime desired list in Article 8 shall be by section and/or tour.

The entire Peabody installation will be considered one unit for the purposes of an overtime desired list and overtime equitability.

Successful bidders will be allowed to waive overtime status until proficient on the route, two weeks should suffice.

ITEM 15. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

ASSIGNED OF ILL OR INJURED FULL-TIME AND PART-TIME REGULAR EMPLOYEES.

Branch 25 and management agree to establish a standing committee to be composed of equal numbers of representatives of both parties to determine the needs of employees who request a light duty assignment. Employee members of such committee shall be designated by the President of Branch 25.

ITEM 16. The method to be used in reserving light duty assignments so that no regularly assigned member of the regular work force will be adversely affected.

When a letter carrier requests an assignment of light duty and is eligible in accordance with Article XIII, "Assignment of ill or injured regular and substitute employees", as contained in the former National Agreement dated 1998-2001, the committee shall review the needs of the employee and the availability of work. Management agrees to put all incapacitated letter carrier on light duty assignments when it is determined that they are eligible, and work is available.

ITEM 17. The identification of assignments that are to be considered light duty within each craft represented in the office.

Within the carrier craft, but not limited to, the following shall be considered light duty assignments:

- a. Labeling cases
- b. Rewriting route books
- c. Collections
- d. Rewriting and repairing route books
- e. Performing services on auxiliary mounted routes which the ill or injured employee may be able to perform
- f. Normal carrier duties which the ill or injured employee may be able to perform

ITEM 18. The identification of assignments comprising a section, when it is proposed to assign within an installation employees excess to the needs of a section.

A section shall be defined as a delivery unit throughout the Peabody Post Office and Wallis Street.

ITEM 19. The assignment of employee parking spaces.

- a. A private use of parking spaces available to letter carriers will be permitted on an assigned by route basis.
- b. **Two** spaces for NALC.

ITEM 20. 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 one employee) to attend Union activities will not be a part of the total choice vacation period.

ITEM 21 – 22. Those other items which are subject to local negotiations as provided in the craft provisions of this agreement. Local implementation of this agreement relating to seniority, reassignments and posting.

PRESENCE OF BRANCH REPRESENTATIVES AT THE OPENING OF BIDS

Sec. 11. The Branch President or designated representative shall be present at the opening of installation bids.

Sec. 12. An updated roster listing all carriers in order of seniority in the installation shall be posted once every six months.

Sec. 13. All vacant assignments to which part-time regulars on a flexible schedule are assigned shall be filled on the basis of seniority except that all unassigned regulars shall have priority by the use of seniority in the category for the purpose of filling day-to-day assignments.

Sec. 14. All temporary assignments of 5 days or more will be filled in accordance with the national agreement.

ARTICLE 1

POSTING

Sec. 1 In order to expedite bids in the Peabody installation, bids will be posted for bid installation-wide. However, bids from the delivery unit that does not contain the vacancy will only be considered if there are no bids from the delivery unit in which the vacancy exists. This will eliminate the need to delay the bidding process.

Sec. 2 In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating his preference in the following manner: First choice __; Second choice __; Third choice __; Fourth choice __; Fifth choice __.

Sec 3 Full-time letter carriers applying for assignments shall make a sealed bid and dispose of such sealed bid in the bid box at the designated location.

Sec. 4 The senior applicant for a vacant assignment shall be placed in the new assignment no later than the first day of the next pay period, except that during the month of December he shall be placed in the new assignment on the first Saturday in January.

Sec. 5 Successful bidders for posted vacant assignments shall accept the non-work days that accompany the new assignment.

Sec. 6 Utility assignment vacancies are to be posted and for in the same manner and subject to the same provisions as provided in this Article of this Memorandum of Understanding.

Sec. 7 All full-time carrier assignments, including the T-6 assignments where appropriate, shall be posted for 7 calendar days. Each bid will state that private vehicles are not considered as a qualifying factor. Posting will be from Tuesday to Tuesday.

Sec. 8 A copy of all posted notices affecting the Letter Carrier Craft shall be sent to the steward of Branch 25.

Sec. 9 No assignments will be re-posted due to any changes in starting time mentioned in Article XXII, "Posting", Section 1A, 7 of the National Agreement, dated March 9, 1968, POD Publication 53.

ARTICLE II

EMPLOYEE CLASSIFICATIONS – EMPLOYEE AND WORK ASSIGNMENTS – EMPLOYEE COMPLEMENT

Sec. 1 The Union shall be notified promptly of the assignment of employees by Management under Article VII, Sec. 2A, B, C, and the hiring of CCA employees under Article VII, Sec. 2D of the National Working Agreement.

Sec. 2 In the Peabody, MA Post Office, Management shall review employee complements for the purpose of maximizing the number of full-time employees and minimizing the number of part-time-flexible employees who have no fixed work schedules. An equal number of Management and Branch representatives shall meet quarterly to discuss this subject in an attempt to enable local Management to comply with the policy stated in the last sentence of Article VII, Sec. 3 of this National Working Agreement of 1994-1998.

Sec. 3 The Branch President or local designee shall be afforded reasonable time to confer with new hires during their first week of employment in the Peabody installation.

READING OF POSTAL, REGIONAL AND LOCAL BULLETINS

Sec. 3 Any official printed notices (including, but not limited to Postal, Regional or Local bulletins or Memoranda) which have a direct bearing on letter carriers at this office shall be read aloud and explained to all letter carriers by the Supervisor in charge. Said action shall be accomplished within one working day of the issuance of such notices. Following the reading of such notices, they shall be posted upon the appropriate bulletin boards.

TRAINING A NEW CARRIER

Sec. 4 A new carrier shall be trained on the clock in the proper procedures of his/her craft.

Sec. 5 Training will include, but will not be limited to, the following:

- a. Layout of carrier's case
- b. Casing mail
- c. Office procedure and street time
- d. Proper way to deliver mail
- e. Use of all forms
- f. A tour through the Main Post Office to show and explain the total operation of handling mail.

Sec. 6 The training of a new carrier will be conducted by a supervisor. A new carrier will accompany the OJI carrier on the street on all types of routes before his training is considered complete. Training a new carrier shall be completed within 30 days of his appointment.

ITEM 21 – 22 ARTICLE III

HOURS OF WORK, OVERTIME, HOLIDAY PAY AND WORK SCHEDULES

Sec. 1 The Supervisor shall notify the steward that he called the worker and what time.

Sec. 2 A list of overtime shall be kept on a day-to-day basis as to the best possible way and be available to the steward.

Sec. 3 The regular carrier, assigned to work on his/her non-scheduled day, shall be assigned to his/her own route. This can be done only if the T-6 for that route has an opening in one of his/her other 4 routes.

WORKING OFF THE CLOCK

Sec. 4 No employee shall be permitted to perform any duties unless he/she is on official time. The supervisor shall not permit any employee to work off the clock.

ARTICLE V

Sec. 1 A joint Labor-Management Safety and Health Committee shall be established as provided in Article XIV of the National Working Agreement. The President of Branch 25 or his designee shall serve as a committee member. Branch 25 and the employer endorse and actively support the rules and regulations for promoting safety and health. Meetings of the committee shall be held on official time quarterly. Special meetings of the Safety and Health Committee may be called by either party in emergency situations.

Sec. 2 Carriers will be responsible for tagging vehicles for defects and the Superintendent of Vehicle Maintenance Service or other designated supervisor shall be responsible for repair of reported defects.

Sec. 3 Regular scheduled safety meetings shall be held by unit supervisors for all drivers on the clock at least twice monthly or when required as stand up talks.

Sec. 4 Vehicles shall be assigned to all regular assigned carriers on their route each day except in an emergency. The M-52 guidelines will be followed in all cases concerning vehicle assignments.

Sec. 5 Management shall be responsible for the maintenance and cleanliness of workroom floors, drinking fountains, swing rooms, lavatories, carrier cases and to insure adequate light, heat and ventilation in all units.

Sec. 6 Assignment of new vehicles to letter carriers shall be by seniority suitable to job assignments.

CLEANLINESS OF VEHICLES

Sec. 7 Drivers and management shall cooperate in keeping vehicles clean and neat at all times.

ARTICLE VI

LOCAL POLICY ON DISCIPLINE

Sec. 1 Chronic alcoholism is recognized by the parties as a disease or illness and all efforts will be made by the parties to this Memorandum of Understanding to employees through the use of the EAP Program. Where such program is not available, the facilities of Alcoholics Anonymous shall be utilized.

ARTICLE VIII

REPRESENTATION --- ORGANIZATION'S RIGHTS --- COMMUNICATIONS

Sec. 1 A copy of letters, posted notices of communications issued by the employer to its supervisors or to employees related to policy on matters which affect the employees of the letter carrier craft, shall be furnished to the steward of Branch 25 as soon as possible but no later than the time of issuance.

Sec. 2 The installation head shall meet with appropriate representatives of Branch 25 quarterly or at any other time as may be mutually agreed upon. Such meetings shall be on the clock. Meetings shall be changed or cancelled by mutual agreement only. Meetings shall be convened at time mutually agreed upon and except for emergency situations, shall run for such time as is necessary to dispose of all business. Emergency meetings may be scheduled on a unilateral basis.

Sec. 3 Branch 25 is entitled to two representatives on the clock of its own choosing at local Labor-Management meetings, the total number of representatives of the Branch shall be 3 members.

Sec. 4 Minutes of Labor-Management Meetings shall be kept by both parties and copies shall be exchanged and initialed by both parties for verification. Any agreement reached at such meetings shall be reduced to writing and signed by both parties upon request of either party. These agreements shall not be changed without prior notification and negotiation between the parties.

Sec. 5 It is agreed that agenda items for discussion at the meetings shall be exchanged by the President of Branch 25 (or his designee) and the Postmaster (or his designee) at least 24 hours before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties.

Sec. 6 Branch 25 will be consulted prior to the designation of employees to all local committees by the Postmaster and/or his staff. Committee meetings shall be held on the clock.

Sec. 7 The Chief Steward or designated representative of Branch 25 shall be given monthly statements by the Postmaster or his designee, listing all personnel actions taken within the previous month concerning members of all letter carrier craft, showing names, addresses and all other pertinent information. Such information shall include, but not be limited to, such subjects as hiring, transfer, termination, promotion, etc.

Sec. 8 Stewards and supervisors shall cooperate to the fullest extent in furthering the good of the service and employees' welfare by keeping employees currently informed of their rights and any change in policy or procedure by the method of periodic discussions on the work-room floor. Employees will be on the clock for the time necessary.

Sec. 9 No assignment will be re-posted due to any changes in mentioned in Article XXII, "Posting", Section 1A, 7 of the former National Agreement, dated March 9, 1968, POD Publication 53.

ARTICLE IX

BULLETIN BOARDS

Sec. 1 Bulletin boards shall be enclosed in glass and locked.

ARTICLE XI

Sec. 1 Letter carriers are not expected to finger mail when it would create a safety hazard.

ARTICLE XV


The language which the branch can insert into its local memorandum now reads:

"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 assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this article.”



Kimberly Crean-Prifti, Postmaster
Peabody, MA



David J. Barbuzzi, President
NALC Branch 25