

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

BRANCH 25 NALC, AFL-CIO

AND

USPS, SUDBURY, MA 01776

2019-2023

LOCAL ARTICLE #1

OVERTIME-WORK SCHEDULES

A. An overtime desired list shall be established. All fulltime carriers, including utility carriers, shall be called in if needed. On their non-scheduled day or for other incidental overtime assignment by seniority and on an equitable basis. This provided their name is on the overtime desired list.

B. In the event the regular assigned carrier is requested to work on his/her non-scheduled work day, he/she shall be assigned to work his/her own route. A utility carrier who works his/her non-scheduled day shall be used to perform carrier work in his string of five (5) routes. If no work is available to the carrier in his/her string of five (5) routes, he/she shall be used to perform other available carrier work.

C. Scheduled days off – All the assignments currently on a fixed day off will remain on a fixed day off. All those assignments currently with a rotating day off will remain on a rotating day off. (The above will apply only if the carriers stay on their current assignments.)

LOCAL ARTICLE #2

WASH UP TIME

The parties recognize that in the carrier craft certain workers may be engaged in work that could be identified as being dirty or toxic work. Employees engaged in such work will be granted reasonable wash up time at the discretion of the supervisor (5 minutes).

LOCAL ARTICLE #3

ANNUAL LEAVE – PRIME TIME

- A. It has been agreed that there shall be two (2) prime time annual leave periods;
 - 1. From the last full week in May through the third full week in September.
 - 2. That period covering February and April school vacation.
- B. Vacations will start on a Sunday and end on a Sunday.
- C. An employee may not split his/her vacation over more than two (2) or three (3) week period if it prevents another carrier from having his/her vacation during the choice period. If there are openings in the schedule he/she may have two (2) periods.
- D. Leave for jury duty. Attendance at state or national union conventions or regional or district seminars or armed service shall be in addition to the employee's choice vacation time at his/her discretion and not included in the quota.
- E. The number of employees off during each week of the choice period shall be 20% of the craft employees, including CCAs, rounded to the nearest whole number.
- F. Once the vacation time has been approved there will be no cancellation by employee except with mutual consent of management and the NALC. In the event that there is an approved cancellation of vacation time, management and shop steward will initiate action for craft

employees to bid by seniority for the cancelled time. Priority will be given to the employees, who by seniority, had previously bid on the cancelled time on their first choice.

G. Method of bidding and notifying employees of the choice vacation period (Time for bids, how to bid, procedures, etc.) shall be done in the following manner:

1. Application for the choice summer period will be accepted from the first week in March until the last day in March.
2. Applications for the February and April vacations will be accepted from September 1 thru September 10.
3. Form 3971 will be used, stating specific choices and will be given to the supervisor in charge or to the postmaster.

H. 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.

LOCAL ARTICLE #4

LEAVE OTHER THAN PRIME TIME

A. Posting during the last two (2) weeks in September for bidding for non-prime time leave in units of full weeks Sunday to Sunday. 14% of the craft employees, including CCAs, will be allowed off rounded to the nearest whole number.

B. For vacation time other than requested in A above, a form 3971 must be submitted no more than 30 days in advance, and not less than three (3) days in advance. All 3971's received on the same day for the same time period will be awarded by seniority. Approval will be given within 48 hours of receipt by management. If quota will be exceeded, seniority rules.

LOCAL ARTICLE #5

HOLIDAY WORK

The method for selecting employees to work on a holiday or designated holiday shall be as follows:

1. Part-time flexibles
2. Volunteers – non-scheduled.
3. Volunteers – Holiday
4. CCAs
5. Non-volunteers – non-scheduled by inverse seniority
6. Non-volunteers – holiday by inverse seniority

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

LOCAL ARTICLE #6

POSTING

- A. Only one (1) vacancy shall be posted at a time.
- B. Carriers applying for an assignment shall make duplicate bids. One copy for the postmaster and one copy to the shop steward.
- C. 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/she shall be placed in the new assignment within the first 5 work days in January.
- D. Successful bidders for posted vacant assignments shall accept the non-work days that accompany the new assignment.
- E. Utility assignment vacancies. Unassigned regular or any other regular 8-hour tour is 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.
- F. All vacant assignments shall be posted for ten (10) days.
- G. The successful bidder shall have retreat rights to his/her prior assignment within 5 working days after he/she is assigned to the new assignment.

LOCAL ARTICLE #7

SENIORITY

- A. On any day when it is determined that several routes will be authorized assistance or overtime, management, on an equitable basis, will determine what routes will be given assistance or overtime.
- B. Whenever practicable or reasonable management will assign carriers to vacant duty assignments of five (5) days or more by seniority as follows:
 - 1. Reserved and unassigned regulars.
 - 2. Part-time flexible carriers.
 - 3. These carriers will take the non-scheduled day of the carriers they are replacing.

LOCAL ARTICLE #8

ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES

- A. Management will establish light duty assignments where feasible in the carrier craft without detriment to the status of other employees or the needs of the service. Such duties will include:
 - 1. Racking mail on carrier routes
 - 2. Making tapes on carrier racks
 - 3. Boxing mail
 - 4. Any duties available within the limitations of the employee's individual circumstances
- B. Members of the safety and health committee will meet with management to consult and suggest light duty assignments.
- C. Assisting in another light duty assignment that the employee is capable of doing is another consideration

LOCAL ARTICLE #9

CURTAILMENT OF POSTAL OPERATIONS

- A. When a determination has been made that an emergency situation such as fire, flood, extreme weather conditions, or any other situation exists which would prevent groups of employees from working or reporting to work, the postmaster or his designee will consult with the shop steward of Branch 25 NALC, or his designee, as soon as possible as to the action to be taken regarding those workers affected.
- B. Although the advice of the local authorities may be solicited the decision as to the curtailment of service or termination of postal operations is the responsibility of the postmaster.

LOCAL ARTICLE #10

LABOR MANAGEMENT COOPERATION

The president and/or steward shall be afforded prompt, proper and due recognition by all supervisors and management officials in carrying out their duties, responsibilities and obligations under this memorandum of understanding and the national working agreement.

QUARTERLY LABOR-MANAGEMENT MEETINGS

- A. The parties to this agreement shall meet once every three (3) months during the third week in January, April, July and October. If no agenda items are submitted, no meeting will be held.
- B. These meetings shall have a mutually agreed time and date.
- C. In addition to the shop steward for Branch 25, NALC, one (1) other member of Branch 25 may be in attendance. Only one (1) member will be on official time.
- D. Agenda:
 - 1. It is agreed that the agenda items for discussion at these quarterly meetings shall be exchanged by the parties to this agreement at least one (1) full working day before the scheduled meetings. Items not placed on such agendas shall be discussed only by mutual consent of the parties.
 - 2. If all agenda items are not disposed of, answered or settled, an additional meeting will be scheduled within two (2) weeks.
 - 3. Any agreement reached, questions answered, interpretations of local or national agreements settled will be reduced to writing, signed, and a copy given to the president of Branch 25 NALC.
- E. Health and safety meetings will be held quarterly.

LOCAL ARTICLE #11

PARKING

- A. When the need arises to limit the number of parking spaces, such as during the month of December, the following employees shall have priority to the assigned spaces:
 - 1. Employees opening the post office.
 - 2. Postmaster

3. Superintendent of Postal Operations
4. Shop Steward of Branch 25, NALC
5. President of Local 6354, APWU
6. Others on a first come first served basis.

LOCAL ARTICLE #12

A. That Article 41.3.O of the National Agreement be incorporated into this local memorandum of understanding with all the provisions.

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

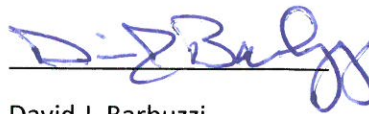


Jamey B Richards

Postmaster

Date: 5/20/21

NALC



David J. Barbuzzi

President

Date: 5/20/21