# MEMORANDUM OF UNDERSTANDING

# BETWEEN

# **BRANCH 25**

# NATIONAL ASSOCIATION OF LETTER CARRIERS AFL-CIO

**AND** 

UNITED STATES POSTAL SERVICE

BEDFORD, MASSACHUSETTS 01730

2019-2023

# ARTICLE I (NA I) LOCAL MEMORANDUM OF UNDERSTANDING AND RECOGNITION

Section 1.

The parties agree that the Articles below are to be administrated in accordance with the provisions of the National Working Agreement of September 2019.

#### RECOGNITION

Section 2.

The agreements reached herein through negotiations between management and Branch 25 are entered into to supplement the nationally negotiated Working Agreement of September 2019 to May 2023 and constitutes a Memorandum of Understanding between the Bedford, MA Post Office (herein called Management or Employer) and the following labor organization (herein called Union or Branch 25) on local personnel policies and practices and local terms and conditions of employment:

National Association of Letter Carriers, AFL-CIO, Branch 25.

Section 3.

This Memorandum of Understanding covers the employees of the Bedford, MA 01730 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 and the National level with respect to wages, hours of employment, and other terms and conditions of employment, unless otherwise super-ceded by the terms of the National Working Agreement of September 2019 to May 2023.

Section 4.

The following employees in the unit represented herein are not covered by this Memorandum of Understanding:

Those Management personnel and employees specified in Article 1, Section 2, of the National Working Agreement of September 2019 to May 2023.

#### ARTICLE II (NA VIII)

Section 1. Work Schedules

All regular carriers shall be on a rotating non-scheduled work day basis.

Section 2. Overtime Desired List

For the purpose of the overtime desired list only, all regular carriers shall be on the any, own route, or none list.

Section 3. Assignment of T-6 Carriers

In the event a regular assigned carrier is requested to work his/her non-scheduled work day, he/she shall be assigned to work his own route. 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. If no work is available for the T-6 carrier in his/her string of five (5) routes, he/she shall be used to perform other available carrier work.

### ARTICLE III (NA X) ANNUAL LEAVE

#### Section 1. Prime Time

- A. The choice period of annual leave will be from the first full week in May through the first Sunday in October.
- B. Vacations will start on a Sunday and end on a Sunday.
- C. An employee may, at the employee's option, request 1 selection in units of either (5) five, (10) ten or (15) fifteen working days during the choice vacation period. Each employee will make their first selection before anyone is allowed to make their second selection.
- D. The number of employees to receive leave during the choice vacation period will be 12% of the total employees, including CCA carriers, with any fraction over the whole number to be rounded off to the next highest number. Military Leave and advanced FMLA will be included in the percentage off if received before the end of vacation selection.
- E. Management shall post a notice March 1<sup>st</sup> each year that choice vacation requests must be submitted. Each person starting with the top person on the seniority list will have 48 hours to make their selection. Shop Steward will monitor time limit.
- F. Any cancellation of vacation time will be promptly posted and a 5 work day period allowed for bids by seniority starting with the person who is next on the list after the person who cancels. All canceled leave must be in 5 day increments. Any employee canceling vacation must give a 7 day notice prior to the start of the vacation period being canceled.
- G. Each employee shall be notified of the choice period vacation approval for them by posting of the vacation schedule on or before April 15. A copy of the vacation schedule will be furnished of the union at the same time.

#### Section 2. Leave Other Than Prime Time

- A. 12% of carriers will be allowed off during non-prime time with any fraction over the next highest number.
- B. All non-prime time vacation for full weeks only will be split into two periods for choice by seniority. The first period from January 1 till the start of Prime Time will be chosen from November 1-15, the second period that goes from the end of Prime Time till December 31 will be chosen from August 1-15.
- C. Starting January 2, all non-prime days only will become available. Application for days only will not be accepted for those dates which are later than 45 days from the date of the receipt of the application. Application for leave must be submitted at least 4 days in advance of the date applied for. FULL WEEKS SUPERSEDE DAYS.
- D. On Holiday weekends the workday before and after the Holiday shall be at Management's discretion for approval.

### ARTICLE IV (NA XI)

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

- A. All casual and part-time flexible employees 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-schedule day, shall be combined into two (2) groups, holiday employees first by seniority, non-scheduled employees next by seniority.
- 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.

ARTICLE V (NA XII) SENIORITY

- A. Article 41 Section 3 Letter O of the National Agreement will be adhered to for the life of this contract.
- B. Part-time flexible will take the non-schedule day of the assignment they bid.

ARTICLE VI (NA XIV) SAFETY AND HEALTH

Section 1. Curtailment of Postal Operations

It is recognizable to both parties that, on occasion, emergency conditions may exist to cause Management to consider curtailing of service. In such cases, Management will take into consideration the following factors:

- A. The safety and health of the employees.
- B. The degree of emergency as stated by and acted upon by responsible governmental authorities.
- C. The requirements of its customers.

ARTICLE VII (NA XVII) REPRESENTATION

Section 1. 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.

Section 2. Quarterly Labor-Management Meetings

- A. The parties to this agreement shall meet once every quarter during January, April, July, and October providing a written agenda is presented by either party.
- B. These meetings shall start at a mutually agreed time and date and will be on the clock.
- C. Two members from Branch 25 NALC shall be permitted to attend these meetings but only one 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 three full working days before the scheduled meetings. Items not placed on such agenda shall be discussed, only by mutual consent of the parties.
- 2. If all agenda meetings are not disposed of, answered, or settled, these items will be taken up first at the next meeting.

# ARTICLE VIII (NA XLV) SEPARABILITY AND DURATION

This Memorandum of Understanding shall continue in full force and effect for the duration of the National Working Agreement of September 2019 to May 2023. However, it shall be extended to the close of any period of local negotiations or be reopened for local negotiations by mutual consent of the parties signing.

# Section 2. Dispute

Any dispute between the parties to this Memorandum of Understanding as to its interpretations may be initiated as a grievance under Article XV of the National Working Agreement.

# ARTICLE IX POSTING

When a vacancy occurs or a new job is established, it must be posted within 5 days and must remain posted for 7 days. Bids will be awarded in accordance with the National Agreement and will include a job description. Prior to hiring from a register, Management shall post a notice for 3 days soliciting on board for employees to see if they are interested in a craft change. If a worker expresses an interest, he/she will be allowed to transfer if qualified.

# ARTICLE X WASH-UP AND COFFEE BREAK TIME

Wash-up will be given consistent with the day-to-day assignments in accordance with the past practice. Each employee shall be granted two 10 minute breaks daily, one in the office during the morning and one in the afternoon on the street.

# ARTICLE XI LIGHT DUTY

Management shall make every effort to accommodate workers within their own craft and installation for light duty assignments. Light duty employees from another craft shall not be used to the detriment of the employees in the craft where they are assigned. Mutual agreement with the NALC and Management is required before cross craft light duty assignments are granted.

UNITED STATES POSTAL SERVICE BEDFORD, MA 01730

BY:

NATIONAL ASSOCIATION OF LETTER CARRIERS BRANCH 25

av. Di Disuly