

MEMORANDUM OF UNDERSTANDING

BETWEEN

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO

BRANCH 25

AND

UNITED STATES POSTAL SERVICE

CONCORD, MASSACHUSETTS 01742

2019-2023

## ARTICLE I (NA 1)

### LOCAL MEMORANDUM OF UNDERSTANDING AND RECOGNITION

#### Section 1.

The parties agree the Articles below are to be administered in accordance with the provisions of the National Working Agreement of September 2019 – May 2023.

### 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 Concord, MA 01742 Post Office (herein called Management or Employer) and the following labor organizations (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 Concord, MA 01742 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 at the national level with respect to wages, hours of employment, and other 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 I, Section 2 of the national working agreement of September 2019 to May 2023.

#### Section 5.

The word “emergency” shall be defined in this Memorandum of Understanding as an unforeseen circumstance or a combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

## ARTICLE II (NA VIII)

### HOURS OF WORK, OVERTIME AND WORK SCHEDULES

#### Section 1.

An overtime desired list shall be maintained. Such overtime to be equalized on a quarterly basis.

#### Section 2.

In the event a regular assigned carrier is requested to work his/her non-scheduled day, they shall be assigned to work their own route. A utility carrier who is either displaced by an assigned route carrier or works their non-scheduled day shall be used to perform carrier work within their string of five (5) routes, regardless of another

carrier who has opted (Hold Down) on a route within the utility carrier's string. Should work not be available within the string they shall be used to perform other available carrier work.

### Section 3.

- A. All carriers shall be on a rotating non-scheduled workday basis.
- B. Unassigned regular and full-time reserve carriers shall be on a rotating non-scheduled work day basis except when they bid a vacant assignment. They will then take the non-scheduled day of that assignment.
- C. When practicable, part-time flexible carriers will be granted a non-scheduled day.
- D. Reasonable wash-up time will be granted to all letter carriers.

## ARTICLE III (NA X)

### Section 1. Prime Time

- A. Leave complement will be established by January 31 by determining the number of career carriers plus City Carrier Assistants. This total will exclude carriers expected not to be present during the Prime Time period.
- B. The choice vacation period for annual leave will be from the beginning of the second week in June through the second week in September.
- C. Vacations will start on Sunday and end on Sunday.
- D. Letter Carriers entitled to 13 days leave may select up to ten (10) continuous annual leave days on first choice. Those entitled to 20-26 days may select up to fifteen (15) continuous annual leave days on first choice. After all Letter Carriers, including CCAs have made their first choice, they will have an opportunity to make a second choice, provided the total number of days does not exceed the ten (10) or fifteen (15) days allowed in Article 10 Section 3(d) of the National Agreement.
- E. Leave for Jury Duty and Armed Forces Service shall, at the employee's discretion, not be considered his/her choice period and as such not included in the quota.
- F. Elected union officials shall be allowed to "lock" a choice vacation period prior to the beginning of the choice vacation selection. There shall be allowed one (1) above quota off when elected officials are attending conventions or seminars.
- G. The number of employees off during each week of the choice period shall be 15% of the established leave complement determined as described above. Fraction numbers will be rounded down from .50 and rounded up from .51.
- H. Any cancellation of vacation time will be promptly posted and a three (3) work day period allowed for bids. Preference will be given to employees by seniority that had previously bid on the cancelled time, then by remaining carriers by seniority.
- I. Method of bidding and notifying employees of the choice vacation. 1) Time for bids: no later than February 1<sup>st</sup> of each year. 2) How to bid: schedule to be circulated by shop steward to all carriers including CCAs..
- J. Leave for single days not requested in the first rounds of vacation picks shall be granted provided: 1) PS Form 3971 is submitted by Wednesday prior to start of work week. 2) and one less than quota percentage allowed. 3) Single day leave will be granted on a first come-first served basis.

### Section 2. Leave Other Than Prime Time

- A. Leave requested on PS Form 3971 will be approved or denied within 48 hours unless that time is requested for the same day or the following day. In that case, it will be approved or denied at time of request. Single day leave in non-prime time will be granted on a first come-first served basis. If two (2) or more employees request leave on the same day seniority will prevail.
- B. The number of employees allowed off in non-prime time will be 10% of leave complement, career carriers plus CCAs. Fraction numbers will be rounded down from .50, and rounded up from .51.

## ARTICLE IV (NA XI)

### HOLIDAY SCHEDULE

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

- A. PTFs and CCAs to the maximum extent possible, regardless of the necessity to pay overtime premiums.
- B. Full-time regular employees who volunteer to work either their holiday or their non-scheduled day shall be combined into a single group, ranked in seniority order, and selected in seniority order.
- D. Full-time Carriers who have not volunteered to work on what would otherwise be their non-scheduled day by inverse seniority.
- E. Full-time Carriers who have not volunteered to work their holiday by inverse seniority.

## ARTICLE V (NA XII)

### PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENT

#### Section 1. Posting

- A. Carriers applying for an assignment shall make duplicate bids. One copy for the bid box and one copy to the shop steward.
- B. The senior applicant for a vacant assignment shall be placed in the new assignment within fifteen (15) days of the closing of bids, unless on leave, except during the month of December. Then, he/she shall be placed in the new assignment within the first five (5) working days of January.
- C. Successful bidders for posted vacant assignments shall accept the non-scheduled days of the new assignment.
- D. Utility assignment vacancies, unassigned regular and any other regular eight (8) hour tour are 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.
- E. All vacant assignments shall be posted for five (5) working days.
- F. The successful bidder shall have retreat rights to his/her prior assignment within five (5) working days after he/she is assigned to the new assignment.
- G. Assignments will be re-posted only under the following conditions: 1) On carrier routes the street time is changed by over fifty (50) percent. 2) 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, housing projects and highways. All letter carrier routes who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was (were) abolished shall be posted for bid in accordance with the posting procedures in this Article.

### CARRIER VACANCIES OF FIVE (5) DAYS OR MORE

Carrier vacancies of five (5) work days or more shall be filled by written or verbal bid by seniority as follows:

- A. Unassigned full-time regular and full-time reserve carriers.
- B. Part-time flexible carriers and City Carrier Assistants.
- C. Successful bidders will assume the non-scheduled days of their awarded bid.
- D. Vacancies will be posted or announced. The posted primetime vacation schedule will serve as vacancy being posted.

## ARTICLE VI (NA XIII)

### ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES

A request by an ill or injured Letter Carrier will be governed pursuant to Article 13 of the National Agreement.

## ARTICLE VII (NA XIV)

### SAFETY AND HEALTH

#### Section 1.

A. Committee of three (3) members: one (1) from Branch 25 NALC, and one (1) member from the local APWU, and one (1) from Management. Said committee may meet once every three (3) months to recommend safety and health measures to the Postmaster, Branch 25 President and APWU President for action and adoption.

#### Section 2.

A. Guidelines for the curtailment or termination of Postal Operations to conform to the orders of local authorities or as local conditions warrant because of emergency conditions.

In the event of an emergency Management will consult with local authorities and craft representatives in order to reach a mutual agreement keeping in mind both employee safety and public service. Relocation, curtailment, or termination of Postal Operations is expected to conform to the orders of local authorities or as local conditions warrant as the result of the emergency condition.

## ARTICLE VIII (NA XV)

### GRIEVANCE ARBITRATION PROCEDURE

- A. When an employee and/or the Shop Steward approaches a Supervisor for the purpose of discussing a grievance, or seeking information to determine if a grievance exists, and the Supervisor cannot grant the time necessary on that day it is agreed for the purpose of the fourteen (14) day time limitations specified in the National Agreement if a grievance does exist then the filing date shall be the date of first contact.
- B. At the local level: extensions on the time limitations shall be permitted only by mutual agreement of Management and the Steward. This shall be put in writing and signed by the parties concerned.

## ARTICLE IX (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 may meet once every three (3) months during the third week of January, April, July, and October.

B. These meetings shall start at 3:00PM on the date agreed upon and are to be on the clock for a period of one (1) hour.

C. Three (3) members from Branch 25 NALC shall be permitted to attend these meetings but only one (1) will be on official time.

D. It is agreed the agenda items for discussion at Quarterly L/M Meetings shall be exchanged at least one (1) full working day prior to the scheduled meeting. Items not placed on the agenda shall be discussed only by mutual consent. If all agenda items are not disposed of, answered or settled an additional meeting will be scheduled within two (2) weeks. Any agreements reached, questions answered, interpretations of the Local or National Agreements settled will be reduced to writing, signed, and a copy sent to the President of Branch 25 NALC.

#### ARTICLE X

It is agreed any arbitration decisions instituted by the National or Local Union shall become part, and added to, this contract.

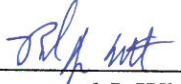
#### ARTICLE XI (NA XLIII)

A. 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 by mutual consent of the parties signing.

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

UNITED STATES POSTAL SERVICE  
CONCORD, MA 01742

NATIONAL ASSOCIATION OF LETTER  
CARRIERS BRANCH 25

 5-21-2021  
\_\_\_\_\_  
Raymond J. White, Postmaster

 5/20/21  
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David J. Barbuzzi, President