### LOCAL MEMORANDUM OF UNDERSTANDING

## UNITED STATES POSTAL SERVICE HOLLISTON, MA

### AND

# NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO BRANCH 25 $\,$

2019 - 2023

Item 1- Wash-up Time: Management will assure reasonable wash-up time when needed.

Item 2- Scheduled Days Off: All full-time regular employees shall be on a rotating schedule of days off.

Item 3- Guidelines for the curtailment of postal operations: It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the Postmaster or his/her designee to reduce the level of service. In cases of such emergency conditions, the Postmaster or his/her designee will, prior to deciding to reduce level of service, take into consideration such factors as:

- 1. The degree of emergency as stated by and acted upon by responsible government authorities.
- 2. Public notice of occurrences such as road closings and reaction from customers to the emergency shall be given the greatest consideration prior to making any decision.
- 3. The accessibility of postal operations and its customers to employer and employee, and the safety and health of its employees.
- 4. The Postmaster or his/her designee shall notify the shop steward of his/her decision and plan of implementation prior to acting to reduce the level of service.

#### Item 4-Formulation of Local Leave Program:

- A. When the leave compliment is determined by a percentage and the percentage results in a fraction, if the fraction is .5 or higher the number on leave rounds up. If the fraction is less than .5, the number on leave rounds down.
- B. When it is necessary to implement the procedures in Article 10 Section 4D of the National Agreement, cancellations of annual leave by management will be done in inverse seniority.
- C. With approval of management and the union annual leave may be cancelled by the carrier. In the event of leave cancellation, the week(s) will be posted for bidding. Bidding will be awarded by seniority starting with the carrier immediately junior to the carrier who cancelled the week(s).
- D. No exchange of choice vacation period will be permitted unless agreed upon by management and the union.
- E. Management and the union will pass a choice period calendar starting on February 1 and ending on February 28 for the first round of choice period selections. Management will post results by March 15. Management and the union will pass the calendar for a second round of choice period selections starting March 15 and ending March 30. Management will post results by April 10.

Item 5- Duration of Choice Vacation Period: The choice vacation period shall be from the first whole week in June through the second whole week in September.

Item 6-Determination of The Beginning of Day of Employee's Vacation period: All vacations will begin on Monday and return to work on a Monday, unless that is a holiday or non-scheduled day.

Item 7- Whether employees at their option may request two selections during choice vacation period, in units of either five or ten days: Employees may request two selections during the choice vacation period in units of 5, 10 or 15 consecutive days. The total leave cannot exceed the number of days authorized in Article 10 Section 3 D, 1, 2 or 3 as appropriate.

Item 8-Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period: Jury duty and attendance to State or National Conventions shall not be charged to an employee's choice vacation period. Written notice shall be provided as far in advance as possible by the NALC designating the dates and the employee attending the convention.

Item 9- Determination of the maximum number of employees who shall receive leave each week during the choice vacation period:

- A. The number of employees off during each week of choice vacation period shall be 15% of carriers, including CCAs.
- B. 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.

Item 10- The issuance of official notices to employee of the vacation schedule approved for such employee: The return of an approved PS Form 3971 shall indicate notification.

Item 11- Determination of the date and means of notifying employees of the beginning of the new leave year: By October 1 of each year, a notice shall be posted on bulletin boards to notify employees of the beginning date of the new leave year.

Item 12- The procedures for submission of applications for annual leave during other than choice vacation period:

- A. During the last 2 weeks of October non-prime time vacation will be available for bidding in full weeks
- B. From the third full week in September to the first full week in January 5% of carriers, including CCA's, will be allowed off. From the second full week in January to the first full week in June 10% of carriers, including CCA's, will be allowed off.
- C. For periods of non-prime time leave a PS Form 3971 must be submitted no more than 60 days in advance and no less than the Wednesday prior or on the week of a holiday no less than the Tuesday prior. Approval will be on a first-come first-served basis. Approval will be given within 72 hours of receipt by management. All 3971's received on the same day for the same period will be awarded by seniority.
- D. When carriers request annual leave outside of the choice period, management will indicate numerically the order of receipt of PS Form 3971 for identical days. Any request not approved or disapproved within 72 hours of receipt, where the employee has made an inquiry about approval, shall be considered granted.

Item 13-Holiday scheduling: 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 PTF employees to the maximum extent possible regardless of necessity to pay overtime
- B. All CCA's
- C. All full-time regular employees who volunteer to work either their holiday or their nonscheduled day shall be combined into a single group, ranked in seniority order, and selected in seniority order

- D. All full-time regular employees who did not volunteer to work their non-scheduled day in inverse seniority order
- E. All full-time regular employees who did not volunteer to work their holiday in inverse seniority order.

Item 14- Overtime Desired lists by section and/or tour: 1 overtime desired list shall be established with 3 designations: 10-hour, 12-hour, and own route (work assignment). In the event a regular carrier is requested to work on his/her non-scheduled day, he/she shall work his/her own route. A carrier technician who works his/her non-scheduled day shall work on his string of 5 routes. If no work is available on his/her string, he/she shall be used to perform other carrier work.

Item 15- The number of Light Duty assignments within each craft reserved for temporary or permanent light duty assignment: There are no specific number of assignments reserved for light duty assignment.

Item 16-The method in reserving light duty assignments so no regularly assigned member of the regular work force will be adversely affected: A light duty assignment shall be reserved within the carrier craft consisting of normal office work on the ill or injured employee's own assignment. Prior to placing an employee on light duty in the carrier craft, management and the union will discuss each case on an individual basis.

Item 17- The identification of assignments that are to be considered to be light duty within each craft represented in the office:

- 1. Preparing case labels
- 2. Other normal carrier duties that the ill or injured employee may be able to perform

Item 18- The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section: The section is installation wide

Item 19- Parking: Management will consult the union and allow the union input prior to any changes in parking policy.

Item 20- Annual leave to attend Union activities requested prior to determination of choice vacation schedule: Leave requests to attend union activities such as training sessions, district meetings, regional assemblies, etc. will not be part of the total choice vacation period quotas.

Item 21- Carrier craft provisions: 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 as a result of, but not limited to, route adjustments, highways, and housing projects, all routes and full time duty assignments 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 of this article.

#### Item 22- Local implementation:

- A. The notice inviting bids for letter carrier assignments shall remain posted for 7 days.
- B. The successful bidder must be placed in the new assignment at the beginning of the following service week or sooner except in an emergency or in the month of December.

- C. Safety: No vehicle will be assigned to a carrier unless it can be reasonably expected to conform to recognized safety standards. Management will make a reasonable effort to assign the same vehicle to the same route each day. Management may interchange vehicles to equalize mileage and to reflect mail volume for each route. It is the employer's intent that the vehicle be maintained in an acceptable state of cleanliness, including periodic washes. Basic cleanliness of the vehicle's interior is the employee's responsibility.
- D. Committee and meetings: A committee of at least 2 members, at least 1 from Branch 25 NALC and 1 from management will meet at least once every 3 months to recommend Safety and Health measures to the Postmaster and Branch President. The Safety Officer of Branch 25 may also attend.

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** 

Cheryl E. Jewers

Postmaster Holliston PO

Date: 5.11.2021

**NALC** 

David J. Barbuzzi

President NALC Branch 25

Date: 5/17/2021