

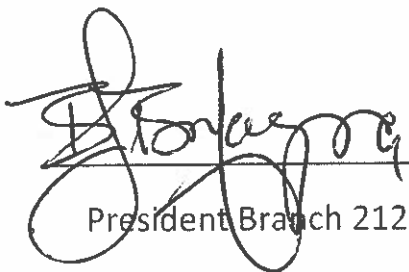
Memorandum of Understanding
Between
Branch 212
National Association of Letter Carriers

And

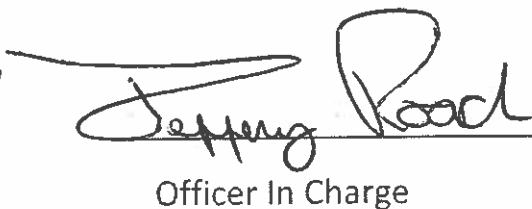
United States Postal Service
Lawrence Massachusetts 01842 Post Office

This Local Memorandum of Understanding is Valid for the Year of 2021_ to ____.

The Following Local Agreement was Bargained in Good Faith and Signed by the
Following



President Branch 212 Date 5/28/21



Officer In Charge Date 5/28/2021

The employer recognizes the national association of letter carriers, AFL-CIO as the exclusive bargaining representative of all employees in the bargaining unit for which it has been recognized and certified at the national level..... City Letter Carriers.

ITEM ONE

Article 8, Section 9

Reasonable wash up time will be allowed during the workday

ITEM TWO

Article 41 Section 1.A.3

- A) Rotation principle of scheduled days off shall continue as it exists on the day. Unassigned regulars must be given a non-scheduled day off on a rotating basis.

- B) Any unassigned regulars and PTF's and city carrier assistants may exercise their preference by use of their seniority for an available craft duty assignment of anticipated duration of (5) days or more in the delivery unit within their bid assignment area. (bids will be posted Tuesday and taken down Tuesday of the proceeding week.)

- C) A carrier may make an exchange of their non-scheduled day with another carrier, subject of the approval of the carrier technician (GRADE2) and this supervisor.

ITEM THREE

Curtailement of Postal Operations

It is recognized by both parties that on occasions, emergency conditions may exist to cause management to consider the curtailement of service. in such cases, management will take into consideration the following.

- A) The safety and Health of the employees
- B) The degree of emergency stated by and the acted upon by responsible government authorities.
- C) The requirements of customers

Once management has determined the action to be taken, when practicable, management, after consultation with the union, will determine the implementation of any such action. Management will avail themselves of all available means to notify employees.

When an agreement to curtail service is made, consideration of help for business routes will be made.

Fire Drill: An annual fire drill shall be held during the time when the maximum number of letter carriers are present.

ITEM FOUR

LEAVE

Management and the union will meet yearly by November 1st to adjust the complement of carriers, based on percentages, that will be granted annual leave during the following year. Percentages will be rounded to the nearest whole number, with .49 and lower will be rounded down, and .50 and higher will be rounded up.

No later than January 10th of each leave year, management will notify all carriers on the roles of Branch 212 of the dates that Prime Time Bids for Annual Leave will be accepted.

15% of the available carrier workforce will be granted prime time selections as stated in Item Seven.

- 1) CCA's will be included in the 15% up to and NOT to exceed DSSA.
 - a. Example: DSSA is equal to 90
 - b. 80 Career Carriers and 5 CCA's will count as 85 carriers. $85 \times .15 = 12.75$ (13)
 - c. 90 Career Carriers and 10 CCA's will count as 90 carriers. $90 \times .15 = 13.5$ (14)
 - d. President and Vice President Convention leave does not count towards 15%

During non-prime time weeks, residual annual leave will be granted to 10% of the available carrier workforce up to and not to exceed DSSA. No less than 10% of the carrier workforce will

granted Annual Leave on a daily basis during non-prime time except holiday weeks (Item thirteen holiday weeks max of 7 carriers)

CCA's that will have adequate Annual Leave will be afforded to bid choice vacation after ALL regular carriers have been granted 2 selections at their option.

After all Career carriers have been granted the option to for 2 selections not to exceed the maximum allowable leave based on eared leave and years of service and all qualifying CCA's have be afforded the option for one selection Choice Vacation Bidding will be closed.

Closed Choice Period will revert to Non-Prime Time 10% not to exceed Current DSSA.

Cancelation of prime time annual leave will be posted for bidding for only those carriers who didn't get an opportunity to bid canceled weeks and or did not exercise their right to two selections or the maximum about to prime time leave.

- 1) Employees who earn 13 days of annual leave per year shall be grants (10) days of continuous leave during the choice period. The total number of days of annual leave, NOT to exceed 10 days.
- 2) Employees who earn 20-26 days of annual leave per year shall be grants (15) days of continuous leave during the choice period. The total number of days of annual leave, NOT to exceed 15 days.

ITEM FIVE

Article 10 Section 3C.

Duration of Choice Vacation Period

Prime Time shall begin the last Monday in May and continue for 16 consecutive weeks. Additional, weeks added to Choice Period will be the Week after Christmas and Massachusetts April vacation. Total choice period weeks equals 18 weeks.

ITEM SIX

Article 10 Section 3E.

Vacation weeks shall be Monday and End on Sunday

ITEM SEVEN

Article 10 Section 3.

Each letter Carrier will be granted two (2) selections at their option during the choice vacation period as outlined in Article 10, section 3 of the national agreement.

Awarded leave will be on a seniority basis.

ITEM EIGHT

Article 10 Section 3F.

Jury duty, reserve duty, delegates to State and National Conventions and FMLA are not to be included in the maximum number of carriers allowed off each period.

ITEM NINE

Article 10

Number of employees to receive leave during Prime Time

15% of the available carrier workforce will be granted prime time selections as stated in Item Seven.

- 1) CCA's will be included in the 15% up to and NOT to exceed DSSA.
 - a. Example: DDSA is equal to 90
 - b. 80 Career Carriers and 5 CCA's will counts as 85 carriers. $85 \times .15 = 12.75$ (13)
 - c. 90 Career Carriers and 10 CCA's will count as 90 carriers. $90 \times .15 = 13.5$ (14)

ITEM TEN

Notice of Approval of Vacation Schedule Approval

Each carrier will submit PS form 3971, following the final selections of their choice vacation period. PS form 3971 MUST be in duplicate for each chosen, filling in all applicable items. A copy signed by the responsible supervisor will be returned to each carrier.

ITEM ELEVEN

Article 10, Section 4

Determination of notification of the beginning of the new leave year

No Later than November 1st of each Leave year management will notify all carriers through posting on the employee bulletin board and times clocks of the beginning date of the new leave year.

ITEM TWEELEVE

The Procedure of submission of applications for annual leave during other than the choice vacation period.

Annual leave will be granted on a seniority basis with PS form 3971 submitted into the annual leave bid box no later than 10:00AM on the numerical day of the previous month to the one requested. Use the 30th of the month for months without 31 days. The last three days of March may be bid on the last day of February.

Annual leave request for Holiday weeks must be submitted 30 days prior for approval. Approval of Annual leave request less than 30 days prior will at the discretion of management regardless of quota.

Carriers may not request other than prime time annual leave more than thirty days in advance without approval of management and the union.

Carriers requesting annual leave will submit PS form 3971 in duplicate. Management will approve or disapprove the request with 48 hours excluding Sunday. It will be the responsibility of the supervisor to return PS form 3971 to the carrier.

ITEM THIRTEEN

Holiday Schedule

Article 11, Section 6

- 1) All PTF's and CCA's will be scheduled to work a minimum of 8 hours and maximum of 11.5 hours worked
- 2) All full-time regular carriers who have volunteered to work their Non-Scheduled day and or designated Holiday will be scheduled
- 3) The remaining vacancies in the schedule will be filled by fulltime carriers who would be in on their NS day- overtime. This will rotate by reverse seniority each holiday.
- 4) Carriers who would be in on their designated holiday. This will rotate by reverse seniority each holiday.
- 5) Management will attempt to schedule all carriers on their respective routes/swing.
- 6) All carriers forced to work their designated holiday will be scheduled to do their regular assignment regardless of seniority.

Management will allow at least seven (7) carriers residual / annual during non-prime time holiday weeks. Annual leave request for Holiday weeks must be submitted 30 days prior for approval. Approval of Annual leave request less than 30 days prior will at the discretion of management regardless of quota.

ITEM FOURTEEN

Overtime desired Lists

Article 8

There shall be three (3) overtime lists. One list consisting of own assignment overtime, a ten (10) hour overtime list and twelve (12) hour overtime list. Lawrence, Methuen, and North Andover carriers will be considered as one section.

Management and the Union will maintain the overtime list.

ITEM FIFTEEN

Number of light duty assignments reserved for temporary or permanent light duty assignments.

Article 13, Section 3.A and 3.C

In accordance with Article 13 of the national agreement and particularly in the established of light duty assignments, it is agreed that it will be the responsibility of the postmaster to implement the provisions of article 13 of the national agreement within the office.

ITEM SIXTEEN

Method used in Reserving light duty assignment so that no regularly assigned member of the regular work force will be adversely affected.

It is agreed that Branch 212, having exclusive recognition, will negotiate with the Postmaster or his representative those assignments that are to be considered light duty.

ITEM SEVENTEEN

The identification of assignments considered light duty within each craft represented in the office.

Every effort will be made to employ a sick or injured employee recuperation period.

Examples: Express delivery, NDBCUC, Curbline, Route books and AMS.

ITEM EIGHTEEN

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

Article 12, Section 5, C4

The identification of assignment compromising for this purpose a section shall be determined locally by local negotiations, the entire installation shall compromise the section.

ITEM NINETEEN

Employee Parking Spaces

Article 20

Management will assist in improving the parking program in Lawrence. Management will continue its effort to improve the parking situation. There will be two (2) NALC Union parking spaces at present location. There will be two (2) "permit only" parking spaces for light duty.

ITEM TWENTY

This item determines 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.

Article 24, Section 2.B

Annual leave to attend union activities requested prior to the determination of the choice vacation schedule will not be part of the total choice vacation period.

ITEM TWENTY-ONE

Those other items subject to local negotiations as provided in the craft provisions of this agreement.

Retreat Rights

When bidding on a full-time route, a carrier will have three (3) days trial period on their new assignment. After three (3) days, the carrier may exercise their option to return their own assignment.

- A) If a carrier elects to try the new bid position for three (3) days, management may elect to have the carrier case their old assignment for the three (3) day period.
- B) The carrier may waive part A by refusing the three (3) day option
- C) Swing positions bid will allow the senior bidder to carry each of the 5 routes one time only.

Bids

Management will provide a copy of all notices inviting bids from letter carriers to any letter carrier so requested in writing while on leave

T-6

T-6's shall move within their swing, when request and to bring carriers in on overtime.

ITEM TWENTY-TWO

Local implementation of this agreement relating to seniority, reassignments and posting.

When a letter carriers route or full time assignment, other than the letter carrier route (s) or full time duty assignment (s) of the junior employee (s), is abolished at the delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full time duty assignments that are held by letter carriers who are junior to the letter carrier (s) whose route or full time duty assignment (s) was abolished, shall be posted for bid in accordance with the posting procedures in this article.

Notice inviting bids shall be posted on an installation wide basis

All such bids will be office wide

The successful bidder shall work the duty assignment as posted. Only unanticipated circumstances may require a temporary change in assignment.

Labor Management Meetings

There will be a quarterly labor management meeting. Labor management will exchange agenda items within 24 hours prior to the meetings

Letter carriers will be represented on all committees pertaining to the carrier craft. Committee meetings will be on the clock on a no loss / no gain basis