

MEMORANDUM OF UNDERSTANDING

BETWEEN BRANCH 25

NATIONAL ASSOCIATION OF LETTER CARRIERS AFL-CIO

AND

UNITED STATES POSTAL SERVICE

LOWELL MA 01554-9998

May 2023

May 2026

MEMORANDUM OF UNDERSTANDING AND RECOGNITION

This Memorandum of Understanding is entered at Lowell Massachusetts between the representatives of the U. S. Postal Service and the designated agent of the Union signatory of the National Agreement, National Association of Letter Carriers, AFL-CIO under the Local Implementation Provision of the 2023-2026 National Agreement. This Memorandum of Understanding constitutes the entire agreement on matters relating to local conditions of employment.

This Memorandum of Understanding covers all employees of the Lowell Massachusetts 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 wage hours or employment and other terms of the National Agreement of May 21, 2023, for 2023-2026.

ITEM 1 WASH-UP TIME

Reasonable wash-up time will be allowed when carriers are performing dirty work or handling toxic materials.

ITEM 2 — WORK SCHEDULES

All regular carriers, including reserve carriers and unassigned carriers, shall be on a rotating non-scheduled workday basis. When reserve and unassigned regular carriers bid a vacant assignment, they will take the non-scheduled day of that assignment.

ITEM 3 - CURTAILMENT OF POSTAL OPERATIONS

When serious emergency conditions exist, a decision on whether or not to curtail delivery will be made by the Postmaster, or his designee. This decision will be communicated to Union officials. Should conditions warrant it after carriers leave, they will be notified via scanner and/or mobile device.

ITEM 4 - LEAVE PROGRAM

A. All choice vacation awards will be on a strict seniority basis.

B. A calendar (or equivalent) shall be passed throughout the installation, and carriers will be given forty-eight (48) hours to make a selection for their choice vacation period. Carriers will make selections in accordance with the National Agreement, Article 10.3,

and Item 7 of this LMOU. If, for any reason, any carrier misses the opportunity to make a selection during the Forty-eight (48) hour deadline, the calendar will move on to the next group of carriers. Any carrier who has passed their selection must inform the Union when they have made their selection, at which point, it will be entered on the calendar following the current group of selecting carriers. Carriers who are unavailable during the initial selection will be solicited through telecommunications by the Union to make choices. Additionally, carriers may also opt to inform management of their choice. Management will then inform the Union. Once the first round has been completed, an updated calendar will be posted, and a second round will take place for any carrier wishing to make additional choices. An updated calendar will be submitted to local management and posted upon the completion of the second round. The second round will operate similarly, however, with a duration of twenty-four hours (24) instead of forty-eight (48).

C. The bidding process will begin with a group of carriers depending on the maximum complement available for choice vacation period, and every group thereafter will depend on the maximum availability of the week with the least number of slots available. Once a week becomes full, group size will be determined by the amount of space available on the next week with the least amount of availability.

D. The Union will hold and maintain possession of the choice vacation calendar. Copies of the calendar may be distributed to carriers and management upon request.

E. With the approval of management and the Union, annual leave may be cancelled by the employee. Leave will be cancelled in full weeks at least one (1) week to the start of the leave. Management shall notify the carriers of the open week(s) via stand-up talk. The week(s) shall be posted for two (2) days. Bids will be submitted in the locally established bid box on PS Form 3971. Bidding shall be awarded by seniority starting with the employee immediately junior to the employee who cancelled the week(s). Any week(s) not bid will become available for incidental leave.

F. In an instance where local stewards are not available, or do not exist in the Lowell Installation, the bidding process will be operated by local management following the rules of this LMOU.

ITEM 5 - CHOICE VACATION DURATION

Choice vacation will be selected by utilizing a calendar with full weeks beginning on Sunday and ending on Saturday, starting the first full week following Memorial Day and ending the full week following Labor Day.

ITEM 6 - CHOICE VACATION PERIOD BEGINNING

The vacation period will commence on Sunday and end on Saturday.

ITEM 7 - NUMBER OF CHOICE VACATION PERIODS

Carriers will be allowed to bid five (5,) ten (10) or fifteen (15) days, based on what he/she is allowed under Article 10, Section 3. of the National Agreement. Carriers will be allowed two (2) choices on the first round.

ITEM 8 - LEAVE CHARGED TO CHOICE PERIOD

- A. Leave for Jury Duty or Armed Forces Services shall be in addition to the employee's choice vacation time at his/her discretion. Jury Duty or Armed Forces Services Duty will not be included in requests for full weeks; however, will be included tor less than full week segments.
- B. Leave for Union, state, or national conventions will he in addition to the employees choice vacation, but will be included in the quota of employees allowed off. Leave requests for Convention Leave will take precedence over other requests for the same period. If an additional travel day is required, up to three (3) employees will be granted leave above the compliment towards full weeks. Should there be incidental leave cancellations, these three (3) will count towards the complement.

ITEM 9 - NUMBER OF EMPLOYEES OFF DURING PRIME TIME

- A. Fifteen (15) percent of the carriers on the rolls on February 1st will be allowed off during each period of the choice vacation period. Fraction of .5 or greater will be rounded to the next whole number. (Only career carriers are used for computation of percentage).
- B. During the choice vacation period, when 15% of the carrier work force have not bid choice periods, carriers will he allowed off up to the 15% in accordance with Item A above in segments of eight (8) hours.
- C. Should excessing take place in the carrier craft, the number oi carriers allowed off will be recalculated based on the number of carriers on the mills the first full period attter the excessing is completed.

ITEM 10 - PRIME VACATION SCHEDULE NOTICE

- A. The choice vacation bidding process will begin February 1st
- B. Upon completion of each round of choice vacation selection, a completed schedule will be posted with the approval of management and local steward(s).

ITEM 11 - NEW LEAVE YEAR NOTIFICATION

Consistent with National Posting.

ITEM 12 - OTHER THAN PRIME TIME VACATION

- A. Leave other than choice vacation leave requested on PS 3971 shall be approved or disapproved within twenty-four (24) hours, unless the time requested is for that same day or the following day. In that case, request for less than eight (8) hours same day leave will be granted by rotating seniority as is the current practice (up to 8:15 a.m.). Request for next day eight (8) hours annual leave submitted by 5:30 AM will be granted by seniority, up to the applicable percentage or number of carriers allowed. After 8:30 AM, such requests will be granted to the maximum extent possible. Emergency annual leave takes precedence over the above.
- B. The non-choice vacation selections will begin July 15th and operate following the same rules as the choice vacation period.
- C. All other than prime time vacation awards will be on a strict seniority basis.
- D. Requests for other than prime time vacation leave will not be submitted more than 30 days in advance, unless appropriate documentation such as airline tickets; hotel reservations; etc. is provided and agreed to by both Management and the NALC.
- E. Seven-point five percent (7.5%) of the carriers on the rolls on February 1st will be allowed off during the other than prime time period. (Only career carriers are used for computation of the percentage). In addition during the weeks of winter and spring school vacations for Massachusetts and New Hampshire public schools, two (2) carriers over the allowed complement of seven point five percent (7.5%) will be granted annual leave, for those weeks or in segments of eight (8) hours. The Union will notify management of the designated weeks as soon as practicable.
- F.
- G. During the other than prime time period, when 7.5% of the carrier work force have not bid non-choice periods, carriers will be allowed off up to the 7.5% in accordance with E above in segments of eight(8) hours.
- G. Should excessing take place in the carrier craft, the number of employees allowed off will be recalculated based on the number of carriers on the rolls the first full pay period after the excessing is completed.

ITEM 13 - HOLIDAY SCHEDULING

The following sequence will be followed when scheduling employees to work on a holiday or

designated holiday, provided that such sequence produces a work force which meets the operating skill requirements of the holiday or designated holiday:

- A. All casuals, part-time flexible employees and CCA's 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-scheduled day shall be combined into a single group, ranked in seniority, and selected in seniority order.

ITEM 13 - HOLIDAY SCHEDULING (CONTINUED)

- 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.
- E. When non-scheduled and holiday employees either volunteer or are required to work a holiday, the senior employee will be given his/her choice of assignment.

ITEM 14 - OVERTIME DESIRED LIST

The Overtime Desired List shall be established by tour.

ITEM 15 - NUMBER OF LIGHT DUTY ASSIGNMENTS

Consistent with National Agreement.

ITEM 16 ASSIGNMENT OF LIGHT DUTY

Consistent with National Agreement.

ITEM 17 - LIGHT DUTY ASSIGNMENT IDENTIFICATION

- A. Every reasonable effort will be made to provide light duty assignments when such work is deemed to be available.
- B. The following will be considered Light Duty assignments for Uh-time regular and part-time flexible schedule letter carriers by Branch 25 NALC. Assignment will depend on the physical condition and capabilities of the individual who makes the request and availability of assignments:
 - 1. Performing all the office work on his/her regular assignment, and in the case of a part-time flexible schedule carrier, a vacant assignment.
 - 2. Assisting in casing the mail on a temporarily heavy or over-burdened route or routes.
 - 3. Parcel Post, Relays, and Express Mail duties.
 - 4. Collections, depending on the physical condition of the applicant.
 - 5. Office work.
- C. These items will not preclude other available assignments.

ITEM 18 - IDENTIFICATION OF SECTIONS

Consistent with the National Agreement.

ITEM 19 - EMPLOYEE PARKING

Consistent with the National Agreement, the local steward(s) will be granted parking on site at the office.

ITEM 20 - UNION ACTIVITIES ANNUAL LEAVE

Annual Leave or Leave Without Pay (LWOP) requested to attend Union Activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

ITEM 21 - ARTICLE 41

- A. Section Ia5 - A letter carrier assignment will be posted when there is a change of more than one (1) hour in starting time.
- B. Section Ib3 - All vacant assignments shall be posted for seven (7) days.

C Section 1c4 - 1) In the event the regular assigned carrier is requested to work his/her non- Scheduled work day, he/she shall be assigned to work his/ her own hid assignment, if there is an opening within that string for the T-6 to move to. In this event the T-6 will move to another route within that string. The T-6 will not be moved off their string.

However, a T-6 carrier working his/her scheduled day will have first choice of any available routes on that string prior to those routes being made available to replacement carriers or pivoting, unless the pivoting is to accommodate light and/or limited duty carriers.

2) 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, provided there is a vacancy available on his/her string.

3) Any carrier holding down a five (5) day hold down may not be forced off that hold down.

D Section 3o - 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, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who arc junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted tor bid in accordance with the posting Procedures in this Article.

E. A carrier may make an exchange of the non-scheduled work day with another carrier, subject to the approval of the Shop Steward and the Supervisor.

F. All carriers must wear clean, neat and proper uniforms when leaving the office for route, and when returning to the post office from the route.

G. Up to four (4) hours of Blood Donor Leave shall be given for blood donations.

ITEM 22 - SENIORITY, REASSIGNMENT AND POSTING

A. Carriers applying for an assignment shall make duplicate bids; one (1) copy tor the bid box and one(1) copy to the Shop Steward.

B. 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 shall be placed in the new assignment within the first five(5) work days in January.

C. Successful bidders for posted vacant assignments shall accept the non-work days that accompany the new assignment.

D. T-G assignment vacancies, reserve regular and any other regular eight (8)

hour tours, are to be posted and bid tier in the same manner and subject to the same provisions as provided in this Article of this Memorandum of Understanding.

- E. Assignments will be reposted when the street territory is changed by more than 50a% of the total possible deliveries.
- F. Seniority will be applied locally on the basis of the National Agreement and Postal regulations.
- G. Day to Day Seniority:
 - I. Daily carrier vacancies shall be filled by choice, by seniority of the reserve and unassigned regular carriers.
 - 2. The application of seniority to part-time flexible carriers will be consistent with Article 41, 2 A & B, of the National Agreement.
- H. Vacancies of five (5) or more days:

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

- 1. Reserve and unassigned regulars.
- 2. Part-time flexible carriers.
- 3. CCA's
- 4. Successful bidders will take the non-scheduled days of the assignment bid.
 - I. If a Conversion or transfer occurs during the middle of a quarter, that carrier will have the option to choose whether they would like to join either of the overtime desired lists Work Assignment List, Carriers who join the Overtime Desired List (ODL) during the quarter due to the conversion or transfer can only be considered equitable for the time at which they join.

SEPARABILITY AND DURATION

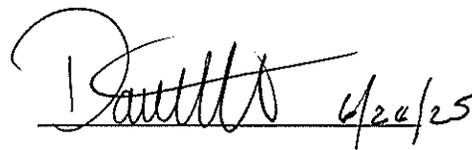
This Memorandum of Understanding is entered into, at Lowell, Massachusetts, between the representatives of the United States Postal Service and the designated agent of Branch 25, National Association of Letter Carriers, AFL- CIO, under the Local Implementation of the 2023-2026 National Agreement with the National Association of Letter Carriers.



Handwritten signature of Michael A. DaSilva, dated 6/26/2025.

Michael A. DaSilva

Postmaster, Lowell MA



Handwritten signature of Daniel P. Wheeler, dated 6/24/25.

Daniel P. Wheeler

President, Branch 25 NALC