

MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE
MANCHESTER, MA

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO
BRANCH 25

May 2021 – May 2023

This memorandum of understanding entered into on May 28, 2021 at Manchester By the Sea, MA 01944 between the representatives of the United States Postal Service, and the designated agents of Branch 25 of the National Association of Letter Carriers, AFL-CIO signatory to the National Agreement, pursuant to the local implementation provisions of the September 2019 through May 2023 National Agreement on matters relating to local conditions of employment.

Article 1: Wash Up

Letter carriers will be allowed up to three (3) minutes to wash hands and face prior to leaving office to perform street duties. They will be allowed up to two (2) minutes to wash hands and face upon returning from street duties.

Article 2: Regular Work Week

The establishment of a regular work week of five (5) days with rotating days off shall be established.

Article 3: Conditions Under Which Delivery of Mail May Be Curtailed

In the case of emergency conditions that could possibly affect mail delivery, Postmaster and/or senior supervisor will take into consideration all available sources of information, including the opinion of the duly authorized representative of the carrier craft, to properly evaluate the seriousness of the existing or developing conditions. The following factor shall be included:

- 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 and reactions of its customers to the emergency.
- D. The accessibility of postal operations and its customers to the employer and employee.

Upon due consideration, a decision will be rendered as to what action will be pursued. One of the courses will include the feasibility of curtailing certain classes of mail matter. During developing bad weather while on street delivery function, the final determination on whether conditions are safe or unsafe rest with the individual carrier. The Postmaster to determine when an employee should both be dismissed early as well as being told when not to report.

Section 330 of Time and Attendance Manual F-12 will be effective.

Articles 4-12: Leave Process

The local steward will be responsible for the Annual Leave bidding process. Management will post notice of leave program by November 1. Vacation scheduling will be done on a seniority basis. Any employee who does not desire to take the leave he has bid, must notify management by the MONDAY prior to the start of the leave starting date. In the event any employee does not take his leave that he has bid, and it has been reverted as required, it will again be put out to bid, starting with the next lower senior employee and continuing if necessary back to the original

employee. All employees will be contacted as to whether or not they desire the reverted leave, if any employee cannot be contacted within 8 hours of the time his name has been reached, his rights to bid will be forfeited. The resultant leave bid will be in concurrence with the steward. There will be NO mutual swapping of vacations. Vacation scheduling will begin December 1 of each year and will be completed by January 1 of each year.

The choice vacation period will begin on the week including Memorial Day and run for eighteen consecutive weeks.

The non-choice period will be all time not included in the choice vacation period.

There will be one letter carrier (to include CCA's provided they will have enough hours of accrued leave by the time the requested period arrives) allowed off at all times in both the choice and non-choice leave periods.

At the letter carrier's option, they may make one or two selections during the first round of choice vacation bidding, each selection consisting of 5, 10, or 15 days.

During the non-choice period, a letter carrier may submit a request for leave up to six months in advance.

Management will disposition the PS Form 3971 within 48 hours unless it is for the same day or next day.

Requests made less than 48 hours in advance will be at management's discretion.

If management fails to disposition the PS Form 3971 within 48 hours, it is automatically approved.

Only annual leave will count against the quota in both the choice and non-choice periods.

All carriers, both career and CCA are covered under all leave provisions of this LMOU. If a CCA doesn't have leave accrued for the time selected, it is at management's discretion whether to approve LWOP.

Upon completion of the leave bidding as provided for in Article X of the 2019 agreement, all carrier craft employees will be allowed to bid one additional five (5) day period leave.

A carrier who becomes ill while on annual leave will be allowed to bid another choice during the leave period. No carrier will be recalled to duty during his leave bid period.

Vacation time remaining will be available upon application on form 3971, consistent with the needs of the Postal Service and the availability of replacement employees. Utmost considerations will be given the requests for additional leave. The additional leave covered by this section shall be requested at least seven (7) calendar days before the starting date, and must be approved or denied by management at least three (3) calendar days before the requested

starting date. Management's failure to respond within the time limit stated above is equivalent to automatic approval. **The leave week begins on Sunday and continues through Saturday.** The initial leave bidding will be carried out in accordance with Article 10, Section 3 of the 2019 National Agreement.

Five (5) day bidding time for each carrier by seniority.

Emergency situations: It is agreed by both parties that emergency situations do occur; i.e., an unforeseen circumstance which requires immediate action in a situation which is not of a recurring nature. It is agreed that employees in such situations shall be allowed to request emergency leave, and management will give utmost consideration to such request.

Article 13: Holiday Scheduling

Holiday scheduling shall be in accordance with Article 11, Section 6. Employees assigned to work on a holiday or a day designated as a holiday shall be scheduled in the following order:

1. Casuals – possessing the necessary skills.
2. Part-time flexibles – possessing the necessary skills.
3. Full-time regulars who volunteer to work their non-scheduled day – by seniority.
4. Full-time regulars who volunteer to work their holiday, by seniority.
5. Full-time regulars who did not volunteer to work their holiday on what would otherwise be their non-scheduled day, by inverse seniority.
6. All other non-volunteer full-time regulars by inverse seniority.

Article 14: Overtime Desired List

Overtime desired list shall be by Carrier Section (to be administered in accordance with Article VIII, Section 5.C.2 of the 2019 National Agreement).

Article 15: In accordance with Article 13 of the National Agreement

Number to be determined by Labor Management Committee as need arises.

Article 16: Method of reserving Light Duty Assignments

Shall be determined at the time the need arises by the Labor Management Committee.

Article 17: In the event Light Duty Assignments

Do not exist within the craft search for and request for assistance from other crafts shall be made.

Article 18: The entire Carrier Craft

Branch 25, Manchester-by-the-Sea Post Office shall be known as one section.

Article 19: Employee Parking

Three (3) parking spaces shall be reserved for the three (3) senior letter carriers driving to work on a given day. The three (3) spaces along the side of the post office shall be reserved for letter carriers.

Article 20: Annual Leave to Attend Union Activities

Requested prior to the determination of the Choice Vacation Schedule shall not be part of the Choice Vacation Period.

Article 21 & 22: Special Provisions

That Article 41.3.O of the National Agreement is to be incorporated as part of this Memorandum of Understanding.

- A. Letter carrier assignments shall be posted for bid purposes when there is a change of more than one (1) hour in starting time at the discretion of the letter carrier.
- B. Call in on a non-scheduled day consistent with the needs of the service, in the event that a full-time regular employee is required to work on his non-scheduled day, he shall be assigned to his own route. Carriers are to be assigned a fixed schedule.
- C. The successful bidder must be placed in the new assignment within five (5) days, except during the month of December.
- D. To the extent possible, part-time flexible employees will be scheduled three (3) calendar days in advance.

SAFETY AND HEALTH

Quarterly meetings will consist of representatives of the carrier craft and will be established by January 1, 1992. There will be two (2) carriers present. One will be on the clock and the other off the clock. The duration of the meeting will not exceed two (2) hours. If only one carrier employee is present, the meeting will be held as scheduled. The meeting will be with the Postmaster or his designee.

LABOR-MANAGEMENT COMMITTEE

Bi-monthly meetings of a joint labor management committee will be established, consisting of the steward and one observer from the craft and the postmaster or his designee. The steward will be on the clock and the observer off the clock. If only the steward is present, the meeting will be held as scheduled. The duration of the meeting will be no more than two (2) hours.

JURY DUTY

Any carrier craft employee called to jury duty or chosen to attend any NALC convention as identified by Article 10, Section 3F, shall have preference in bidding any reverted or vacant leave without regard to seniority. Jury duty shall not be charged as part of the choice vacation period.

LIGHT DUTY ASSIGNMENT

Assignment of a carrier craft employee requesting light duty in accordance with Article 13 of the 2019 agreement, will be considered. If light duty is granted it shall not be to the detriment of any clerical craft employee. It is intended that there will be a mutual swap of the working hours. Light duty assignments will be a permanent matter for the Labor Management Committee.

INSPECTION OF PERSONNEL JACKETS

At reasonable intervals, a letter carrier shall be granted the opportunity, upon timely request, to inspect his personnel jacket in the presence of a management representative. Such inspections shall be off the clock.


AMENDMENTS TO THE LOCAL AGREEMENT

Any amendments of this local agreement must be in writing and mutually agreed upon and signed by both management and the authorized representative of Branch 25, NALC.

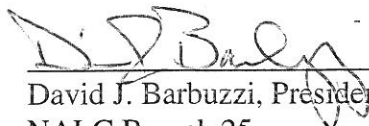
ARBITRATION AWARDS

A stipulation of this agreement will be that any arbitration or resolves will be incorporated into the agreement upon notice to both parties of the resolutions.

This memorandum of understanding entered into on November 14, 2021 at Manchester-By-the-Sea, MA, 01944 between the representative of the United States Post Office and the designated agent of Branch 25 of the National Association of Letter Carriers, pursuant to the local implementation provision of the 2019 – 2023 National Agreement.



Jessica Gottschalk, OIC
United States Postal Service



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