

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

UNITED STATES POSTAL SERVICE
WAYLAND, MA

AND

NATIONAL ASSOCIATION OF LETTER CARRIERS, AFL-CIO
BRANCH 25

2019-2023

Item 1 – Wash-up Time: The parties recognize that in the carrier craft workers may engage in work which can be identified as being dirty or toxic. In view of this, it is incumbent upon the individual supervisor to grant reasonable wash-up time to carriers.

Item 2 – The establishment of a regular work week of five days with either fixed or rotating days off: All full time regular letter carriers shall be on a rotating schedule of days off.

Item 3 – Guidelines for the curtailment or termination of Postal Operations: In cases of emergency conditions, the employer will, prior to making a decision to curtail the mail, take into consideration such factors as:

1. The degree of emergency as stated by responsible postal and civil authorities.
2. The safety and health of its employees.
3. The requirements of the USPS and its customers.

The decision as to the curtailment of service or termination of Postal operations is the responsibility of the Postmaster or his designee. The shop steward of Branch 25 NALC will be advised as soon as possible as to the action to be taken regarding the workers affected by the emergency situation.

Item 4 – Formulation of Local Leave Program:

- A. When the leave complement 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, i.e. 2.3 means 2 off, 2.5 means 3 off.
- 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 the approval of management and the NALC, approved annual leave may be cancelled by the carrier. In order to maintain the integrity of the seniority system, letter carriers are expected to honor all approved annual leave. In the event there is a cancellation of vacation time, management and the shop steward will initiate action for carriers to bid by seniority for the cancelled time starting with the employee junior to the most junior employee already awarded the week.
- D. No exchange of choice vacation period will be permitted unless agreed to by Management and the Union.
- E. Allocation of vacations during the choice vacation period shall be through the use of a sign-up vacation calendar. Management will start the vacation chart with the senior carrier by March 15, and each carrier has three days to pick his vacation. All selections must be complete by the first week in May unless extended by mutual agreement between management and the Union.
- F. Assignment of Choice Vacation Period shall be by Carrier Craft Seniority.

Item 5 – The duration of the Choice Vacation Period: The choice vacation period shall be from the second whole week in June through the third whole week in September.

Item 6 – The determination of the beginning day of an employee's vacation period: All vacations will begin on a 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 the choice vacation period, in units of either 5 or 10 days: An employee may not split his choice vacation over more than a two or three-week period if it prevents another carrier from having his vacation during the choice period. If openings exist after all carriers have made their first choice he may have two periods; such openings will be awarded by seniority.

Item 8 – Whether Jury Duty and attendance at National or State Conventions shall be charged to the choice vacation period: Jury Duty and attendance at State Conventions shall not be charged to an employee's choice period.

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 the choice vacation period shall be 19% of the sum of the all carriers, including CCAs, on the rolls as of February 14 of the leave year, rounded as in Item 4 above.
- B. CCAs 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 each employee of the vacation scheduled approved for such employee: The return of an approved 3971 for the requested time period.

Item 11 – Determination of the date and means of notifying employees of the beginning of the new leave year: By January of the new year a notice will be posted on the bulletin board of the beginning of the new leave year.

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

- A. During the last 2 weeks of October, the following year of non-prime time will be available for bid by seniority.
- B. After the initial bid, entire weeks of non-prime time leave can be requested at any time, but no later than the Wednesday before the week in question.
- C. For annual leave in units less than one week, a 3971 must be submitted no more than two months in advance and no less than 3 days in advance. Approval or disapproval will be done within 2 working days of receipt by management. All 3971s received on the same day for the same time period will be awarded by seniority.
***Failure to reply within the local specified time limitations automatically entails approval of the leave requested.
- D. 19% of the sum of all carriers, including CCAs, on the rolls as of November 1 of the prior year will determine the leave complement in bidding for full weeks during the next leave year.
- E. The Union has the obligation to inform management as far in advance as possible of dates and time needed to attend Union functions. If, at the date of submission, the leave complement is not full, such submission will count towards the leave complement. If the leave complement is full, leave to attend Union function will be granted not to exceed one over the leave complement.

Item 13 – The method of selecting employees to work on a holiday: 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 operational skill requirements of the holiday or designated holiday.

- A. All PTF employees to the maximum extent possible regardless of the necessity to pay overtime.
- B. All FTR/PTR 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.
- C. All CCAs to the maximum extent possible regardless of the necessity to pay overtime.
- C. All FTR/PTR employees who did not volunteer to work their non-scheduled day in inverse seniority order.
- D. All FTR/PTR employees who did not volunteer to work their holiday in inverse seniority order.

Item 14 – Whether Overtime Desired lists in Article 8 shall be by section and/or tour: One Overtime Desired List shall be established with three designations: 10-hour, 12 hour, and Own Route. In the event the regularly assigned carrier is requested to work on his non-scheduled work day, he shall be assigned to work his own

route. A carrier technician who works his non-scheduled day shall be used to perform carrier work in his string of five routes. If no work is available in his string, he shall be used to perform other available carrier work.

Item 15 – The number of light duty assignment within each craft to be reserved for temporary or permanent light duty assignment: There is no specific number of assignments reserved for light duty assignment.

Item 16 – The method to be used in reserving light duty assignments so that 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 agree to discuss each case on an individual basis.

Item 17 – The identification of assignments that are to be considered light duty within the carrier craft: The following shall be considered light duty assignments, as well as the preceding, within the carrier craft: 1) preparing strip labels, and 2) other normal carrier duties that the ill or injured employee may be able to perform. Management shall not be limited to these assignments if other assignments seem necessary and proper.

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 – The assignment of employee parking spaces:

A. Management shall continue to explore all avenues relative to providing/assigning parking facilities for all employees. While there are no parking facilities on the leased property, it is mutually understood the adjacent property has been provided for postal employees' use under a leased agreement and has been so used for the duration of this installation's leasing of its present site.

B. Management shall consult with the Union and allow the Union input prior to any changes in current parking policy.

Item 20 – The determination as to 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 period: Attendance at the National Convention by an authorized Union delegate will not be charged to the employee's choice vacation period. If, after the first prime time bidding cycle, the leave complement for the week of the National Convention isn't full, the delegate's leave will be counted towards the leave complement for the week. If the week is full, the delegate's leave will be in excess of the leave complement for that week. The excess over the leave complement due to this section will not exceed one.

Item 21 – Carrier Craft Provisions within National Agreement:

Section 1A3: After the date of determination of the successful bidder, they must be placed in the new assignment at the beginning of the following service week or sooner except in an emergency or the month of December.

Section 1A5: If there is a change in starting time of a bid over 1 hour and less than 2 hours, then the incumbent will have the right to accept the new starting time. Section 3.0 below is not to be invoked solely because an incumbent chooses not to accept the new starting time.

Section 1B2: No language.

Section 1B3: The notice inviting bids for letter carrier assignments shall remain posted for seven days.

Section 1C4: A regular carrier brought in on their day off shall work their own route.

Section 3.0: 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 of this Agreement relating to seniority, reassignments, and posting:

A. Vehicle Safety: No vehicle will be assigned to a letter carrier unless it can be reasonably expected conform to recognized safety standards. The employer will make a reasonable effort to assign the same vehicle to the same full time route each day. Management may interchange vehicles to equalize the mileage and to reflect the mail volume for the various routes. It is the employer's intent that vehicle be maintained in an acceptable state of cleanliness including period washes.

B. Committee and Meetings: A committee of four members, two from Branch 25 NALC and two from management, will meet once every three months to recommend Safety and Health measures to the Postmaster and Branch 25 NALC President.

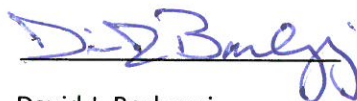
C. Labor-Management Meetings: Labor-Management meetings will be held quarterly; the time and date of the meetings will be agreed upon at least seven days in advance. All agenda items for the meeting will be exchanged at least 72 hours in advance of the scheduled meeting. Items not placed on the agenda will be discussed only by mutual consent of the parties. The second quarterly meeting will be held following management's pre-Christmas conferences for the purposes of consulting on procedures for the Christmas operation. This meeting shall not be limited to the Christmas operation.

D. Office Break: The morning office break will be taken at 8:15 AM

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

NALC



Steve Perron

David J. Barbuzzi

Postmaster

President

Date: 5/20/21

Date: 5/20/2021