

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES POSTAL SERVICE
WOBURN, MA 01801-9998
and
NATIONAL ASSOCIATION OF
LETTER CARRIERS, BOSTON, BRANCH #34**

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ARTICLE I

LOCAL MEMORANDUM OF UNDERSTANDING AND RECOGNITION

Section 1. The agreement reached herein through negotiations between management and Branch 34/ Branch 25 NALC are entered into supplement the 2019-2023 National Agreement and Constitute a Memorandum of Understanding between the Woburn, MA installation (herein called Management or Employer) and Branch 34/ Branch 25 National Association of Letter Carriers, AFL-CIO. This agreement shall be in effect during the periods(s) 2021-2023.

ARTICLE II

ROTATING SCHEDULE

Section 1. All regular (full-time) carriers will be on rotating work schedule except Woburn's delivery unit route 17, 38, 39, 58, 59 and 64, Winchester delivery unit route 13 and Wilmington delivery unit route which would have Saturday and Sunday as non-scheduled days.

ARTICLE III

SENIORITY

Section 1. The carrier section shall be defined as a delivery unit within the Woburn Installation, (e.g., Woburn is a delivery unit, Winchester is a delivery unit, Wilmington is a delivery unit, etc.).

Section 2. Re-assignment of employee(s) excess to the needs of a section shall be administered within the installation.

Section 3. All unassigned regular carriers will be assigned duties by seniority within their assigned delivery unit.

ARTICLE IV

OVERTIME

Section 1. The overtime desired chart shall be maintained in the following manner, quarterly. This list shall be updated bi-weekly on Saturday by delivery unit/section.

Section 2. All carriers will be placed on the list in order of seniority by delivery unit/section.

Section 3. All overtime hours in the carrier or any other bargaining unit (clerk, mailhandler) craft shall be credited.

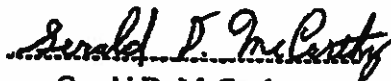
Addendum to Memorandum of Understanding between United States Postal Service, Woburn, MA 01801-9998 and National Association of Letter Carriers, Boston, Branch 34

The undersigned parties agree that this addendum represents the parties' agreed upon interpretation of Article V Sections 1 & 2 of the aforementioned Memorandum of Understanding. This Addendum shall remain in effect for the life of the Memorandum of Understanding referenced within.

Regarding Article V Section 1: The parties agree that all full-time regular letter carriers, including unassigned regular city letter carriers in a particular delivery unit represented by this memorandum of understanding, have bidding rights for any assignments within the delivery unit to which they are assigned when the bid is posted in accordance with Article V Section 1.

Regarding Article V Section 2: The parties agree that should an assignment(s) posted under the provision of Article V Section 1 go unbid in a delivery unit, said assignment will not go for bid installation wide until such time as any and all unassigned regulars within the delivery unit who chose not to bid are placed into the residual vacancy. If there are multiple residual vacancies at the same time within a delivery unit, unassigned regular carriers will exercise their preference by seniority to select which vacancy they are assigned to. Further, if there are more unassigned regulars than there are bids within a delivery unit, an unassigned regular may exercise his/her seniority to remain unassigned while the junior unassigned regular will be assigned the vacant position.

Regarding Article V Section 2: Prior to a residual vacancy being posted installation wide, any regular letter carrier who had been excessed out of the delivery unit where the vacancy exists will be offered retreat to said delivery unit. This provision applies even if the affected carrier was excessed to another delivery unit within the Woburn installation.



Gerald D. McCarthy
National Association of Letter Carriers
Branch #34, Boston



Michael J. Foley
Manager, Labor Relations
Greater Boston District

11/18/2020
Date

Section 4. An employee who has been contacted to work overtime and is excused by management and thus does not work, shall be credited on the overtime chart as if he/she did work overtime.

Section 5. Any earner on the overtime desired list that accepts a temporary higher level position will be given equal hours to the top earner on his/her set within their delivery unit when earner returns to his/her earner position.

ARTICLE V

POSTING

1. Notice inviting bids for letter earner craft assignment and to such other assignments to which a letter earner is entitled to bid shall be posted on the official bulletin board for five work days within the assignment(s) delivery unit.
2. If the above referred to assignment(s) goes unbid within that particular delivery unit then local management will repost that same position as required in section I throughout the entire Woburn Installation providing Article 12 or additional contract provisions have been satisfied (e.g. unassigned earners assigned within the involved delivery unit).
3. A copy of the notice shall be given to the chief steward.
4. When an absent employee has so requested in writing stating his or her mailing address, a copy of any notice inviting bids shall be mailed to the employee.
5. Letter Carrers shall make their bids in writing to the Woburn Postmaster by 5:00 p.m. on the final day. When more than one assignment is posted letter earners shall have the right to bid for all assignments, stating their preference (i.e., 1st choice_ 2nd choice_ 3rd choice_). The chief steward or his designee of the involved unit shall be present when the bids are opened.
6. The non-scheduled day of the vacancy will remain the same.
7. A three-day trial period will be given each successful bidder. If after or during the three-day trial period the successful bidder does not wish to keep the assignment the next bidder by seniority becomes the successful bidder.
8. The trial period for a successful bidder on a T-6 position shall be five (5) days.
9. The three (3) day trial period and five (5) day trial period does not automatically entitle any letter earner to overtime or auxiliary assistance unless it is requested and approved on a 3996. The disapproval or approval of overtime or auxiliary assistance during trial periods does not void the trial period.

ARTICLE VI

REASSIGNMENTS

Section 1. Carriers excess to the needs of the Woburn Installation. Any carrier excessed from the Woburn Installation shall be entitled to return to the Woburn Installation once a residual vacancy exists. Once returned they can opt to their originating section/delivery unit when a vacancy occurs within that unit.

Section 2. Special Provisions - When a carrier's route is changed or eliminated during the readjustment of carrier assignments within the Woburn Installation and as a result of the change, the major portion (street time) of such route is left intact, the Regular Carrier may remain on the route which includes the major portion of his original assignment (this provision is silent in any unit that 41.3.0 is instituted).

Section 3. After exercising retreat rights as outlined in Article XII, of the National Agreement a Carrier shall be permitted to return to his/her former route assignment when the first vacancy occurs in that assignment.

ARTICLE VII

SAFETY AND HEALTH

Section 1. A Safety and Health Committee shall be established as provided for in Article XIV of the National Agreement. The Chief Steward of Branch 34 and Branch 25 or his or her designee shall serve as a committee member. Branch 34, Branch 25 and the Employer endorse and actively support the rules and regulations for promoting safety and health. Meetings shall be held on official time quarterly.

Section 2. Under no circumstance shall any carrier be required to drive an unsafe vehicle. Carriers are requested to report to Management any unsafe conditions of their vehicle. (Prompt repair shall be made to deficient parts and newly repaired vehicle must be carefully examined to ascertain the complete safety).

Section 3. Carriers will be held responsible for tagging vehicles for defect and management shall be responsible for repairs of reported defects after completion of Form#4565.

Section 4. Safety talks shall be held by the supervisor weekly for all carriers on the clock.

Section 5. Vehicles shall be assigned to the same route each day, when possible.

Section 6. A letter carrier's safety shall supersede any other consideration.

Section 7. Termination of Postal Operations to conform to orders of local authorities, or as local conditions warrant because of emergency conditions, shall be based upon information available and received from Local, State or National authorities, to Postal Inspection Service. Management will consult with a designated Union representative concerning the appropriate action to be taken, where the emergency is of such a nature that advance notice is possible.

Section 8. No letter carrier shall be required to finger mail while walking on the street where there are no sidewalks or to hold or finger mail while driving.

Section 9. WASH UP TIME

The Parties to this agreement recognize that within certain occupational groups, employees are engaged in work which can be identified as being dirty or toxic work. In view of the above, it will be incumbent upon the individual supervisor in the section or unit concerned to grant reasonable wash up time to employees consistent with their day to day assignment and in accordance with past practice.

ARTICLE VIII

ASSIGNMENT OF ILL OR INJURED EMPLOYEES

Section 1. Method used in Reserving Light Duty Assignments - The Postmaster shall employ Letter Carriers in the Woburn Installation for light duty assignments.

Section 2. So as to minimize the impact on the regular work force, Management must reduce the hours of the supplemental work force in order to reserve a sufficient number of light duty assignments, consistent with the provisions of Article 19 (Handbooks and Manuals).

Section 3. Identification of Light Duty Assignments.

- A. Assisting routes by setting up mail.
- B. Relabeling carrier cases.
- C. Rewriting carrier route books.
- D. Delivering Express & Priority Mail.
- E. Training new employees (if certified).
- F. Combine part time hours for an eight (8) hour day and forty (40) hour week.
- G. Answering phones.
- H. 3579 work.
- I. Apartment house mailroom labeling.
- J. Work within their restrictions.

ARTICLE IX

REPRESENTATION - ORGANIZATIONS - COMMUNICATIONS

Section 1. The President and/or his designee, including designated stewards, shall be afforded prompt, proper and due recognition by all supervisory personnel and management officials at the Woburn Installation in carrying out their duties, responsibilities and obligations under this Memorandum and the National Agreement.

Section 2. There will be Labor-Management meetings monthly, upon request, at the Woburn Installation between the Postmaster or his designee and the President or Chief Steward of Branch 34 and Branch 25.

Section 3. It is agreed that agenda items for discussion at any committee meeting shall be exchanged by Chief Steward of Branch 34 and Branch 25 (or his/her designee) and the Postmaster (or his/her designee) at least 24 hours before the scheduled meeting. Items not placed on the agenda shall be discussed only by mutual consent of the parties.

Section 4. Branch 34 and Branch 25 will be represented on all local committees pertaining to the carrier craft. Letter carrier members of all committees shall be designated by the President of Branch 34 and Branch 25.

Section 5. All committee meetings shall be held on the clock.

Section 6. Stewards and supervisors shall cooperate to the fullest extent in furthering the good of the service and the employee's welfare by keeping employees currently informed of their rights and any change in policy or procedure.

Section 7. Copies of all notices affecting the letter carrier craft shall be sent to the President of Branch 34 and Branch 25 and one (1) copy to the Chief Steward (retirements, death, new employees).

ARTICLE X

UNIFORMS

Section 1. Carriers must be in proper uniform when on the street.

Section 2. Uniforms will not be required on any day that a Carrier will not be doing street work.

ARTICLE XI

BULLETIN BOARD

Section 1. Bulletin boards, enclosed in glass, shall be provided by management for the exclusive use of both Branch 34 and Branch 25.

ARTICLE XII

CLEANING POSTAL VEHICLE

Section 1. Postal vehicle shall be cleaned inside and out every thirty days, if possible and more frequently, if necessary.

ARTICLE XIII

FUNERAL SERVICES

Section 1. In the event of an employee's death all carriers shall be allowed to attend services at a no-loss, no gain basis.

ARTICLE XIV

HOLIDAYS

Section 1. The method of selecting employees to work on a holiday will be as follows:

- a.) Part-Time Flexibles
- b.) Full-Time Regular employees who have volunteered to work on what would otherwise be their non-scheduled work day at the overtime rate (by seniority).
- c.) CCA's
- d.) Full-Time Regular employees who have volunteered to work on their holiday or designated holiday at their straight time rate - by seniority.
- e.) Full-Time Regular employees who have not volunteered on what would otherwise be their non-scheduled work day in inverse seniority at the overtime rate.
- f.) All other Full-Time Regular employees who have not volunteered, by inverse seniority.

Section 2. If after the posting period, a need develops for additional or replacement employees, employees shall be selected according to the same order as above.

ARTICLE XV

LEAVE

A. The Union and Management agree to formulate the following leave program for choice and non-choice vacation periods in the Letter Carrier Craft for the year's of 2021-2023.

B. Management will publicize on bulletin boards no later than November 1, of each year, the beginning of the new leave year.

C. CHOICE PERIOD

1. The choice vacation period in the Letter Carrier Craft shall commence on the first full week of June 1, and run for period of eighteen (18) consecutive weeks for the years of the current agreement. Carrier vacation choice leave compliment will be determined by delivery unit.

2. Method of application for annual leave - During the period from March 1st through March 31st management or designee will canvass Carriers by seniority for their choice vacation selections. A chart, with the carrier's signature will be kept indicating which weeks have been taken. Each Carrier will be shown the updated chart when being canvassed for his/her choice.

3. Letter Carriers will start their vacations on a Sunday and return to work on Monday following their vacation unless that Monday is a holiday or a non-scheduled workday, in which case they will return to work on the Tuesday following the end of their vacation. No Part-Time Flexible will be scheduled to work the Sunday preceding the start of his/her vacation period.

4. An employee may, at his/her option, request two (2) selections during the choice vacation period, in units of 5 or 10 working days the total not to exceed 10 or 15 days and shall be listed as first and second choice on the 3971's (in duplicate). The vacation list shall be administered by management or their designee.

5. Jury duty or attendance at National or State Conventions during the choice vacation period will not be charged to the choice vacation period and at such time will be granted an equal amount of leave during choice period. This employee will choose whatever open weeks he/she desires.

6. In the letter carrier craft in the Woburn Installation, seventeen and a half (17.5%) percent of the carrier complement shall be allowed off during each week of the choice vacation period by seniority. In those instances where computing the 17.5% percent does not result in a whole number, and the fractional results is 0.1 or higher the next whole numbers shall be considered the correct figure (e.g., 2.1 and above would become three (3) employees.)

7. Any open vacation weeks can be requested in increments of one (1) or more days up to the Tuesday preceding the service week of the request leave and said day or days will be filled by seniority. On Wednesday and Thursday preceding the service week, day or days will be filled on a

first-come, first served basis for the following service week excluding workdays before designated holidays.

8. A list of approved vacations will be posted and a copy furnished to the Chief Steward within one (1) week, after the cutoff date.

9. No carrier will be called into work while on annual leave. There shall be no exchanging of vacation leave without agreement of the Union and two employees involved as well as a supervisor.

10. Carriers who become ill while on annual leave during the choice vacation period and provide administratively acceptable medical evidence shall be allowed to have another selection during the choice vacation period during the weeks that the quota is not filled. In the event that all vacation weeks during the prime time are filled, said carrier will be given a vacation during the filled weeks.

D. NON-CHOICE

1. In the Letter Carrier Craft in the Woburn Installation, ten (10%) percent of the carrier complement shall be allowed off each week during the non-choice period by seniority. This non-choice will begin the week after prime time ends and end the week before prime time starts. Carrier vacation non-choice leave compliment will be determined by delivery unit.

2. In those instances where figuring Percentage off does not result in a whole number, if the fractional result is .1 or higher, the next higher whole number shall be considered the correct figure e.g., 2.1 and above would become three (3) employees.

3. (A) The cut-off date for submission of Branch 34 (Woburn Unit) applications for non-choice Spring & Fall vacations periods shall be two (2) weeks prior to the beginning of the non-choice periods. These choice(s) are to be in increments of five (5) work days as under Section 3 (Choice Periods).

(B) Branch 25 letter carriers will be allowed to submit requests for leave up to five months in advance. Said submissions may be for single days, multiple days or full weeks. Submissions will be made to the Branch 25 Steward or someone designated by the Branch 25 President to receive such requests.

4. Management will approve or disapprove applications for leave within forty-eight (48) hours and return PS Form 3971 to the requesting carrier. Any leave request not returned to the requesting carrier within forty-eight (48) hours will be considered approved.

5. Management will advise all carriers by posting one (1) week after the cutoff for submission of application the projected non-choice spring and fall vacation periods.

6. Management will establish a vacation plan that satisfactorily provides that each employee is afforded an opportunity to utilize all vacation time earned for that year, not otherwise scheduled during the choice vacation period.

7. Any open vacation weeks can be requested in increments of one (1) or more days up to the Tuesday preceding the service week of the request leave and said day or days will be filled by seniority. On Wednesday and Thursday preceding the service week, day or days will be filled on a first-come, first served basis for the following service week excluding workdays before designated holidays.
8. A list of approved vacations will be posted and a copy furnished to the Shop Steward within one (1) week after the cutoff dates.
9. In the letter carrier craft in the Woburn Installation, ten percent (10%) of the carrier complement shall be allowed off during the February and April vacation weeks (as specified by the Woburn School System) according to seniority, plus one (1) additional carrier.
10. The week in which Thanksgiving Day falls on, there shall be ten percent (10%) of the carrier complement allowed off plus one (1) additional carrier according to seniority.
11. The weeks in which July 4th fall and Labor Day fall, one (1) additional carrier shall be allowed off in addition to the 17.5 percent allowed off for these periods.

E. CHOICE AND NON-CHOICE QUOTAS

- 1) Jury duty will not be considered as part of the quota of carriers off during choice and non-choice vacation periods.
- 2) Time spent by union delegates at the National and State Conventions will not be considered as part of the quota of carriers off during choice and non-choice vacation periods.
- 3) Time spent by carriers performing military duties will not be considered as part of the quota of carriers off during choice and non-choice vacation periods.
- 4) The carrier complement will be all full-time regular and part-time flexible carriers assigned to each delivery section/unit of the Woburn Installation. Vacation percentage will be based on each unit/section's complement as of March 1 of each leave year.
- 5) **CCA's are Branch 34 carriers and therefore part of the Woburn Carrier complement. Include CCA's in annual leave selection during choice and non-choice periods and for incidental leave. Granting leave must be contingent upon the employee having sufficient leave balance when the leave is taken. Such leave will be granted by relative standing after canvassing of career carriers.**

ARTICLE XVI

SAFETY BULLETIN BOARD

Section 1. A safety bulletin board shall be placed in a prominent place. A list of all safety rules and regulations shall be placed on bulletin board.

MISCELLANEOUS

Section 1. Disciplinary procedure

A. No disciplinary action will be taken against an employee on the basis of an unsubstantiated complaint.

Section 2. Work Off the Clock

- A. Letter Carriers shall perform required work only on Official Time.
- B. Supervisors shall forbid any carrier to perform any duties off the clock.

Section 3. Union participation in new employee orientation

The chief steward or steward will be given time (on the clock) to familiarize new employees with the NALC and the health plan offered. This time will be given as soon as possible after the new employee begins his or her employment.

Section 4. Parking

The Postmaster or his designee shall meet with the Chief Steward or his designee to determine the number of parking spaces needed and the area to be designated. This meeting shall take place within fifteen (15) days of the signing of this Memorandum of Understanding.

Section 5. Posting

At the option of the letter carrier, his/her route or bid assignment shall be reposted if the starting time changes by more than one (1) hour.

Section 6. Temporary Assignment

The attached form shall be utilized in accordance with Article (41) XLI Section 2b, 3, 34 and 5 of the 1991 National Agreement.

Section 7. It is agreed that the emergency hire rate of the Woburn Post Office shall be set at \$3.75 per hour for the life of the 1991 National Agreement.

If at the National level both parties agree to establish a rate in excess of this rate the higher rate shall be prevailing rate.

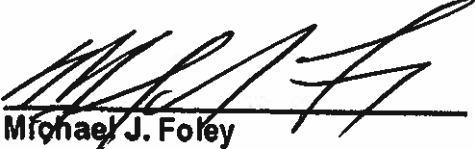
Section 8. A full-time regular route carrier called in to work on his/her non-scheduled day, shall work his/her full-time duty assignment. The T-6 carrier will be placed on another route on his/her string, provided there is a vacant route on his/her string. If there's more than one vacancy on the T-6 carrier's string he or she may exercise their choice. If there's no available vacancy, the T-6 carrier shall bump a carrier covering a long-term absence on one of the routes on his/her string. If there's more than one holdown on their string he or she may choose which route to bump. Once the bumping process is completed and there are no open routes or carriers covering long term vacancies on the T-6 string, the T-6 carrier can be assigned as needed.

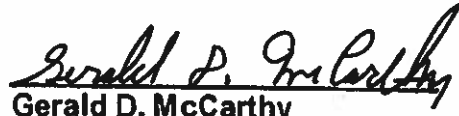
Section 9. 41.3.0 *"When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s) is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignments was abolished shall be posted for bid in accordance with the posting procedures in this Article."*

The above contract language in Section 9 will apply to all units in the Woburn Installation with the exception of the Woburn (01801) Unit only.

This Memorandum of Understanding is entered into on May 21, 2021 at Woburn MA 01801 between representatives(s) of the United States Postal Service and the designated agents(s) of the National Association of Letter Carriers, AFL-CIO pursuant to the local implementation provision of the **2019 -2023** National Agreement. The Memorandum of Understanding constitutes the entire agreement on matters relating to the local conditions of employment.

In Witness Whereof:


Michael J. Foley
United States Postal Service
Labor Relations Manager


Gerald D. McCarthy
National Association of Letter Carriers
Branch #34, Boston