

**MEMORANDUM OF
UNDERSTANDING**
BETWEEN THE
**UNITED STATES
POSTAL SERVICE**
CAMBRIDGE, MA 02139-9998
AND THE
**NATIONAL ASSOCIATION
OF LETTER CARRIERS** AFL-CIO
BRANCH 34
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2011-2016

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**LOCAL MEMORANDUM OF
UNDERSTANDING AND RECOGNITION**

1. ADDITIONAL OR LONGER WASH-UP PERIODS

The parties to this agreement recognize that within certain of the occupational groups employees are engaged in work which can be identified as dirty or toxic work.

In view of the above, it will be incumbent upon the individual supervisor in the unit or section concerned to grant reasonable wash-up time to employees consistent with their day to day assignment and in accordance with past practice.

2. THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATING DAYS OFF

Letter Carriers in the Cambridge Post Office will be granted Sunday and a rotating non-scheduled day off except as provided below:

- A. Parcel Post Carriers and Carriers on combination Parcel Post, relay and collection routes will be granted a non-scheduled work day on a rotating basis, except those engaged in delivery of partial business areas that do not have a full Saturday delivery schedule who shall have a Monday through Friday work week with Saturday as their non-scheduled day.
- B. All business route Carriers will have a fixed day off.
- C. A unassigned Carrier may be given a non-scheduled workday on a rotating basis.

3. FORMULATION OF LOCAL LEAVE PROGRAM

- A. The Union and Management agree to formulate the following leave program for the choice and non-choice vacation periods in the Letter Carrier Craft for the period of November 2011 thru May of 2016.
- B. Any Letter Carrier who has been awarded a choice or non-choice vacation, and who bids or is reassigned to another station/branch, shall be entitled to the vacation awarded.

4. THE DURATION OF THE CHOICE VACATION PERIOD

- A. The choice period in the Letter Carrier Craft shall commence on the second Saturday in May and run for a period of 23 consecutive weeks.
- B. The first full week in February, Management will publicize on bulletin boards in each station that bids for vacation in the Choice period will be accepted from March 1 - March 31.
- C. Beginning the first full week in March, Management will circulate a chart amongst Carriers, by seniority, who will indicate his/her choice vacation selection. Each Carrier will be shown the updated chart when making his/her selection. The Carrier will complete PS Form 3971, in duplicate, confirming his/her choice vacation selection.
- D. A Carrier who has selected a choice vacation(s) in accordance with C above and during the period for selecting a choice vacation(s) cancels his/her original selection(s) must wait until the procedure in C above has been exhausted before making another choice selection.

5. THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

- A. All Letter Carriers will start vacation on Monday and return to work on Monday following the vacation, unless that Monday is a holiday or a non-scheduled work day, in which case they will return to work on Tuesday following the end of their vacation.
- B. No Letter Carrier will be called in on his/her non-scheduled day while he/she is on vacation.

6. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD, IN UNITS OF EITHER 5 OR 10 DAYS

Employees may request two selections for the choice vacation period in units of five (5) or ten (10) days. The total approved cannot exceed the number of days authorized in Article 10 Section 3.D1.2 or 3 of the National Agreement as appropriate.

The selection must be made simultaneously during the time period for choice vacation selections as indicated in 4.B of the memorandum.

7. WHETHER JURY DUTY AND ATTENDANCE AT THE NALC NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

Jury duty or attendance at National or State Conventions, as a delegate, during the choice period will not be charged to the choice vacation period.

It is understood that in no instance may an employee serving as a juror or as an elected delegate bump an employee from their properly assigned vacation period. With respect to employees called for jury duty, it is incumbent upon the employee, immediately upon receipt of notice as to the period for which they have been called for such duty, to notify their supervisor.

8. DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

- A. In the Letter Carrier Craft sixteen percent (16%) of career carriers, by Station, shall be allowed off each week when formulating the choice vacation selections.
- B. In those instances where figuring the appropriate percentages does not result in a whole number, if the fractional result is .1 or higher, the next whole number shall be considered the correct figure (example - 2.1 and above would become 3 employees).
- C. Any open vacation week in the choice period can be requested in increments of one or more days by the Tuesday preceding the service week of the requested leave and said leave may be granted, depending on the needs of the service.
- D. City Carrier Assistants shall be included in the onboard complement when determining the number of carriers allowed off during the choice vacation period.

9. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE

- A. Management will furnish a copy of PS Form 3971 to each carrier indicating the vacation period approved for the carrier.
- B. A list of approved vacations will be posted and a copy furnished to the shop steward.

10. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR

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

11. THE PROCEDURE FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

- A. The non-choice period in the Letter Carrier Craft will be from 12/25 annually to the beginning of the choice period and from the day following the end of the choice period through December 15.
- B. In the Letter Carrier Craft in the Cambridge Post Office, ten percent (10%) by station shall be allowed off each week during the non-choice period, except the February and April school vacation weeks (as specified by the Boston School System) which shall allow twelve percent (12%) off, according to seniority. The week in which Thanksgiving Day falls on, there shall be ten percent (10%) plus one (1) additional carrier allowed off by Station.
- C. The cut-off date for submission of application for non-choice periods shall be four (4) weeks prior to the beginning of the non-choice periods. Such choice(s) are to be in increments of five (5) work days.
- D. Management will approve or disapprove applications for leave within seven (7) calendar days of the cut-off date for the submission of application for the non-choice vacation periods in accordance with C above.
- E. Management will advise all carriers by posting seven (7) calendar days prior to the cut off for submission of applications the projected number of employees to be off on a per week basis during the non-choice vacation periods.
- F. Management will establish a vacation plan that satisfactorily provides that that each employee is afforded an opportunity to utilize all vacation time earned for that year, not otherwise scheduled during the choice vacation period.

- G. Any open vacation weeks in the non-choice period can be requested in increments of one or more days up to the Tuesday preceding the service week of the requested leave and said day or days will be filled according to seniority. Leave requests made after Tuesday preceding the service week of the requested leave may be granted depending on service needs.

12. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

- A. Part-Time Flexibles, even if overtime is necessary.
- B. Full-Time Regular employees who have volunteered to work on their holiday or their designated holiday at their straight time rate.
- C. Full-Time Regular employees who have volunteered to work on what would otherwise be their non-scheduled work day at the overtime rate.
- D. City Carrier Assistants, even if overtime is necessary.
- 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.
- G. Each Holiday will be handled separately and Management will determine the number needed for Holiday work and canvass the employees in accordance with the above procedures. The schedule is to be posted by the Wednesday prior to the service week of the Holiday.
- H. Split Utility Carriers will be allowed to volunteer to work their Holiday, or their designated Holiday, at straight time rate only at the station they would normally have been scheduled to work had there been no Holiday.

13. WHETHER THE "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION/TOUR

For the purpose of overtime, overtime desired lists will be in two sections. One section will be Letter Carriers on delivery routes. The other section will include Parcel Post, combination routes, relay and truck stop drivers.

In order to insure equitable opportunities for overtime, overtime hours worked and the opportunities offered will be posted.

14. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT

The Postmaster shall not be limited to the number of temporary or permanent light duty assignments for Letter Carriers who have been injured or are ill.

15. 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. Temporary Light Duty Assignments.

B. Carrier personnel who are limited in availability to light duty may be employed in their units up to a period of fourteen (14) days, providing sufficient work is available. Such work is not restricted to their own craft. Should sufficient work not be available in their unit, the Letter Carrier will be employed in the Cambridge Post Office. Adjustments in schedule may be required.

16. THE IDENTIFICATION OF ASSIGNMENTS COMPRISING A SECTION, WHEN IT IS PROPOSED TO REASSIGN WITHIN AN INSTALLATION EMPLOYEES EXCESS TO THE NEEDS OF THE SECTION

A. A section shall be defined as a Delivery Unit throughout the Cambridge Post Office (example - Central Square is a Delivery Unit, Mooney Street is a Delivery Unit).

B. At the time of the reassignment the employees shall be entitled to file a written request to return to the Delivery Unit from which he/she was arbitrarily reassigned when a vacancy occurs.

C. When an area served by a Delivery Unit is changed and a Carrier's route or major portion thereof (street time) is attached to another Delivery Unit, the Carrier may transfer with his/her route if he/she desires.

- D. If a Carrier exercises his/her option to go with the major portion of his/her route (street time) his/her original Utility Carrier will cover the route on his/her non-scheduled days. This will be the policy throughout the Cambridge Post Office unless it is necessary to revise a new Utility Plan within an office.
- E. When a Carrier's route is changed or eliminated during the re-adjustment of Carrier assignments within a Delivery Unit 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/her original assignment.
- F. After exercising return rights as outlined in Article 12, Section 5, C.4c, 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.
- G. Whenever a Part-Time Flexible Carrier desires a reassignment to another station he/she will submit his/her request in writing to the Installation Head.

17. THE ASSIGNMENT OF EMPLOYEE PARKING SPACES

When parking becomes available with the Cambridge Post Office, excess to Postal Service needs, both parties agree to meet for the purpose of negotiating procedures to be used in the allocation of parking spaces for the Craft.

18. THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO DETERMINATION OF THE CHOICE VACATION IS TO BE PART OF THE TOTAL CHOICE VACATION PLAN

Jury duty or attendance at National or State Conventions during the choice period will not be charged to the choice vacation period.

19. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

SAFETY AND HEALTH

A. SAFETY COMMITTEE

1. Compliance

In compliance with the provisions of the National Agreement, a Safety and Health Committee will be operative in the Cambridge Post Office.

2. Meetings will be regularly scheduled quarterly or more frequently if needed. The Date and Time of such meetings will be determined by the Committee.

3. Purpose

The Committee will propose and discuss items properly within the area of their responsibility. It will review records and reports of Safety and Health matters and it will propose recommendations for corrections or improvements in subject areas.

4. Duties of Committee

The following are recommended duties and responsibilities for the concern of the Committee.

- a. Observations and reporting of unsafe work conditions both on and off Postal premises.
- b. The elimination of fire hazards and availability of proper firefighting equipment and regulations.
- c. Insuring availability of proper conditions for safe work habits of all employees.
- d. Recommend proper work clothing including work shoes.
- e. Insuring observation of safe driving habits including the use of seat belts as appropriate.

B. LETTER CARRIERS ARE NOT EXPECTED TO FINGER MAIL WHEN IT WOULD CREATE A SAFETY HAZARD

C. VEHICLE SAFETY

No vehicle will be assigned to a carrier unless it can be reasonably expected to conform to recognized safety standards.

D. POSTAL DRIVING PRIVILEGES

When a decision has been made to suspend or revoke a Carrier's Postal Driving Privileges, the Service will notify the Union as far in advance as possible.

DISCIPLINARY PROCEDURE

Disciplinary action will not be taken against an employee on the basis of an unsubstantiated complaint.

LABOR-MANAGEMENT MEETINGS

1. DATE OF MEETING

The parties to this agreement shall meet together as necessary.

2. CHANGE OF DATE OR TIME

A change in the date or time of a scheduled meeting will be considered when it is mutually agreed to by Management and the NALC.

3. AGENDA

- a. Both parties will exchange items in writing for the agenda of the meeting.
- b. Management will prepare an agenda for the meeting and it will consist of subjects presented by both parties.
- c. Items submitted for agenda discussion should be limited to those of general interest to all parties.
- d. Sufficient information should be provided with agenda items to enable Union or Management to familiarize itself with subject matter prior to meeting.

- e. In order to afford equal opportunity for all parties to have their agenda items brought before the meeting it is agreed that the first item number from all agenda items submitted will be listed first on the agenda, followed by those items numbered #2, #3, etc.

NUMBER OF ORGANIZATION MEMBERS ATTENDING

The President of Branch 34, or his designate, up to the number of allowed Cambridge Stewards will be in attendance at each meeting.

TELEPHONE POLICY

The employer at the local level will determine the policy regarding the use of telephones by authorized Union officials and steward for local calls relating to the administration of the National Agreement. The policy will be made known to the President of the NALC Branch.

20. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

POSTING BIDDING PROCEDURES

The notice of all vacancies shall remain posted for a period of seven (7) days. When a vacancy occurs or a new route is created it shall be posted for bid for all regular Carriers throughout the installation and awarded to the senior bidder. When the starting time of a Letter Carrier route or bid assignment is changed by more than one (1) hour the assigned Carrier who owns the route or assignment, by bid, may request that said route or assignment be posted for bid, and said request will be honored.

SUPPLEMENTAL AGREEMENTS

A. INSTALLATION

As used in this Local Memorandum, Installation shall be identified as the Cambridge Post Office.

B. STATIONS

As used in this Local Memorandum, Stations shall be identified as Delivery Units throughout the Cambridge Post Office.

ARTICLE 41.B

BIDDING PROCEDURES, LONG TERM VACANCIES

At each work location management shall post all temporary vacant full-time craft duty assignments of five (5) days or more.

Unassigned regular, part-time flexible and CCA letter carriers may indicate their preference for such assignments until twenty-four (24) hours before an assignment commences. Twenty-four (24) hours before the assignment commences, the senior carrier having indicated his/her preference shall be notified that he/she is awarded the assignment.

The above shall not apply where assignments become available upon less than twenty-four (24) hours notice. In such circumstances management shall post a notice on a designated bulletin board for hold-down assignments, and award the assignment to the senior Carrier who indicated a preference.

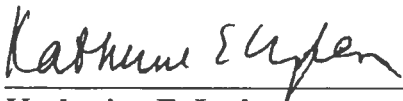
All Carriers wishing to bid for the assignment will submit their requests in writing.

All Carriers who are on leave or are otherwise unavailable to bid on these assignments should inform management in writing.

ARTICLE 41.C

BUMPING

A Full- Time Regular Route Carrier or Router 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 is no vacancy on his/her string a T-6 shall bump a carrier covering a long term absence on one of the routes on his/her string. If there are no openings on the T-6 carriers string, the T-6 while be assigned where needed.



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