

**MEMORANDUM OF  
UNDERSTANDING**  
BETWEEN THE  
**UNITED STATES  
POSTAL SERVICE**  
COHASSET, MA 02025  
AND THE  
**NATIONAL ASSOCIATION  
OF LETTER CARRIERS AFL-CIO**  
**BRANCH 34**  
400 WEST CUMMINGS PARK, SUITE 3950  
WOBURN, MA 01801-6396

**2011-2016**

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Memorandum of Understanding between Representative of the United States Postal Service and the Designated Agent(s) of the National Association of Letter Carriers:

### **1. WASH-UP TIME**

**Section 1:** the parties to this agreement recognize that Letter Carriers are engaged in work which can be identified as being dirty.

**Section 2:** In view of the above, Carriers at the Cohasset Post Office shall be allowed five (5) minutes wash-up time daily. This will consist of two (2) minutes wash-up after casing their mail, prior to leaving for the street and three (3) minutes after returning from the street prior to the end of their tour. Such wash-up shall be recorded on line 21 on Form #1838 and credited as part of the eight (8) hour evaluated work day during route adjustments.

### **2. WORK SCHEDULES**

**Section 1:** All regular carriers shall be granted a non-scheduled work day on a rotating basis.

**Section 2:** Management must prohibit Carriers from working off the clock.

### **3. TERMINATION OF OPERATIONS**

**Section 1:** 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 receive from local, state, or national authorities. Management shall discuss with the Shop Steward concerning the appropriate action to be taken, where the emergency is of such a nature that advance notice is possible. Management shall telephone all carriers to notify them of the emergency situation.

**Section 2:** A joint Labor-Management Committee comprised of one (1) representative of Management and the Shop Steward shall be established to meet and discuss any adverse conditions that would affect safety, health or schedules of Letter Carriers. Meetings shall be held when conditions warrant.

#### **4. FORMULATION OF LOCAL LEAVE PROGRAM**

**Section 1:** When a carrier becomes ill while on annual leave during the choice period and changes the annual leave to sick leave, he shall be awarded another available vacation, provided this does not deprive another carrier of his scheduled vacation.

**Section 2:** All cancellation of vacations must be reposted as soon as Management is notified of the cancellation. The Shop Steward must be notified and the cancellation shall be awarded to the senior bidder.

**Section 3:** Exchanging of leave is not be permitted without the approval of the Union.

**Section 4:** No carrier shall be called in on his non-scheduled day while he/she is on annual leave for vacation purposes, unless all other non-scheduled carriers have been afforded an opportunity for overtime.

**Section 5:** Emergency annual leave must be granted upon request for things such as death, illness or similar conditions having adverse effects on families.

**Section 6:** Management must notify carriers that from February 1<sup>st</sup> to April 1<sup>st</sup>, they must decide which weeks they want for vacations. During the first two weeks of April, Management shall canvass the carriers by seniority for their choice vacation selection. A chart shall be kept indicating which weeks have been taken. Each carrier will be shown the updated chart when he is canvassed for his choice. When the carrier makes his choice, he must fill out USPS Form 3971 in duplicate. Management shall furnish the carrier duplicate form indicating the carrier's approved vacation.

**Section 7:** The list of approved vacations shall be posted and a copy furnished to the Shop Steward.

**Section 8:** Any open vacation weeks on the Choice Period can be requested in increments of one or more days up to the Monday preceding the service week of the requested leave and said day or days must be filled. All requests subsequent to the Monday of the preceding week for annual leave either daily for weekly must be submitted on USPS Form #3971 in duplicate at least 48 hours in advance and Management must denote approval within 24 hours of the request.

The Supervisor, upon receipt of the #3971, must initial one copy and return it to the carrier denoting receipt. Failure to approve or disapprove requested leave within 24 hours shall result in automatic approval of leave.

**5. DURATION OF THE CHOICE PERIOD**

The Choice Vacation Period shall begin with the first full week of May and remain for a period of 19 consecutive weeks.

**6. DETERMINATION OF THE BEGINNING DAY OF A CARRIER'S VACATION PERIOD**

Letter Carriers will start their vacation on a Monday and return to work on the Monday following their vacation, unless that Monday is a holiday or a non-scheduled work day, in which case they will return to work on the Tuesday following the end of their vacation.

**7. CHOICE PERIOD - SPLIT VACATIONS**

Letter Carriers, at their option, may request one or two selections during the Choice Vacation Period in units of either five (5) or ten (10) or fifteen (15) days; total not to exceed ten (10) or fifteen (15) days on the first choice, in accordance with leave earned annually.

**8. JURY DUTY OR STATE AND NATIONAL CONVENTIONS DURING THE CHOICE PERIOD**

**Section 1:** Letter Carriers on jury duty during the Choice Vacation Period shall be eligible for another choice, if available, within the Choice Vacation Period provided he/she does not deprive another carrier of his scheduled vacation.

**Section 2:** Jury duty will not be considered as part of the quota of Carriers during the Choice Vacation Period.

**Section 3:** A carrier attending a National or State Convention during the Choice Vacation Period will be counted in the number of Carriers scheduled off during that period.

**9. NUMBER OF CARRIERS TO BE OFF DURING THE CHOICE PERIOD**

There will be two (2) carriers off each week during the Choice Vacation Period.

## **10. OFFICIAL NOTICE OF APPROVED VACATIONS**

No later than one week after the carriers have been canvassed for their vacations and have chosen one on USPS Form 3971, Management must notify the carriers of the awarded vacations.

## **11. NOTIFYING CARRIERS OF THE BEGINNING OF THE NEW LEAVE YEAR**

The employer shall, no later than November 1<sup>st</sup>, publicize on bulletin boards and other appropriate means, the beginning date of the new leave year, which shall begin with the first day of the first pay period of the calendar year.

## **12. NON-CHOICE PERIOD**

**Section 1:** The non-choice period in the Carrier Craft shall be from the day following the end of the Choice Period to the day preceding the next Choice period excluding the period of December 15<sup>th</sup> to December 24<sup>th</sup>.

**Section 2:** The number of carriers off during each week during the non-choice period shall be one (1) except during the February and April school vacation and Thanksgiving week, one (1) additional carrier will be allowed annual leave.

**Section 3:** The cut-off date for applications for non-choice vacations shall be one (1) week prior to the beginning of the non-choice period. These choices are to be in increments of five (5) work days. These vacations shall be awarded on the basis of seniority.

**Section 4:** All week vacations in the non-choice period must be posted and a list is furnished to the Shop Steward.

**Section 5:** Any open vacation weeks can also be awarded on a daily basis. This shall be on a first-come, first-served basis. When two (2) carriers apply at the same time, the day or days' seniority apply.

**Section 6:** All requests for annual leave, either daily or weekly, must be submitted in duplicate on USPS Form #3971. The supervisor will initial one (1) copy and return it to the Carrier denoting receipt. The request must be submitted at least 48 hours in advance and Management must denote approval or disapproval within 24 hours of the request. Failure to do so shall result in the automatic approval of the leave.

**Section 7:** Management must afford Carriers an opportunity to utilize all vacation time earned for the year.

### **13. HOLIDAY SCHEDULING**

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

1. CCA's, even if overtime is necessary.
2. Part-Time Flexibles, even if overtime is necessary.
3. Full-Time Regulars who have volunteered to work what would otherwise be their non-scheduled day, at overtime rate.
4. Full-Time Regulars who have volunteered to work on their holiday or their designated holiday at their straight time rate.
5. Full-Time Regulars who have not volunteered to work on what would otherwise be their non-scheduled work day in inverse seniority at the overtime rate.
6. All other Full-Time Regulars who have volunteered in inverse seniority.

**Section 2:** Each holiday will be handled separately and Management will determine the number needed for the holiday work and canvass the carriers in accordance with the above procedures. The schedule must be posted by the preceding Tuesday.

### **14. LIGHT DUTY ASSIGNMENTS**

The Postmaster shall not be limited to the number of light duty assignments.

### **15. METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS**

So as to minimize the impact on the regular workforce, Management must reduce the hours of the supplemental workforce, in order to reserve a sufficient number of light-duty assignments.

## **16. IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS**

It is agreed that light duty assignments in the Cohasset Post Office for Letter Carriers may include, but are not limited to:

1. Assisting routes by setting up mail.
2. Marking up forwardable mail.
3. Relabeling carrier cases.
4. Rewriting carrier route books.
5. Coverage of suitable collections.
6. Combine part-time hours for an eight (8) hour day and forty (40) hour week when and if possible.
7. Labeling inside of apartment boxes.

## **17. PARKING**

**Section 1:** Where space is available, the employer shall allow the use of available space for carrier parking, including such spaces vacated by Postal vehicles, either indoor or outdoor. Assignment of such space will be designated on a seniority basis.

## **18. ANNUAL LEAVE TO ATTEND UNION ACTIVITIES**

Annual leave to attend Union activities requested prior to the determination of the choice schedule will be part of the total.

## **19. CONDITIONS OF LABOR**

### **Section 1: Safety and Health**

- A. Postal vehicles, insofar as possible, will be cleaned by a contractor every thirty (30) day or more often, if possible.
- B. Carriers shall finger mail, except when driving or when walking up or down steps or curbs, when crossing streets, or when it would create a safety hazard to themselves or the public such as where there are no sidewalks.
- C. No Letter Carrier will deliver mail where dogs or other animals interfere with the delivery. Carriers will immediately notify the supervisor of this condition.
- D. A Letter Carrier's safety shall supersede any other consideration.



## **Section 2: Blood Time**

- A. Carriers will receive two (2) hour administrative leave time to donate blood to be granted in the last two (2) hours of their tour.
- B. Requests for time to donate blood must not be denied as long as the request is submitted 72 hours in advance.
- C. Carriers who donate blood in Boston will be granted four (4) hours administrative leave.

**Section 3:** Management must notify carriers as far in advance as possible prior to leaving time whether auxiliary assistance or overtime is approved or whether mail is to be curtailed, when a carrier notifies Management before 8:00 a.m. on Form 3996 that he needs assistance.

## **Section 4: Christmas Meeting**

During the third week of November, a representative of Management and the Shop Steward shall meet to discuss the policies to be established in the local Christmas operation.

## **Section 5: Overtime Desired List**

In accordance with Article VIII, Section 5 of the National Agreement, a chart shall be posted and updated periodically in each work location indicating each employee's accumulated overtime. An employee who has been contacted to work overtime and is excused by Management, and thus does not work overtime, shall be credited on the chart as if he did work overtime.

## **20. SENIORITY, REASSIGNMENTS AND POSTING**

**Section 1:** Bidding on vacancies shall be in writing, using USPS Form #1717, if available and addressed to the Postmaster, Cohasset, MA indicating on the lower left-hand corner, the assignment. These sealed bids will be opened by the Postmaster or his designee and the Shop Steward. All bids must be awarded on the basis of seniority.

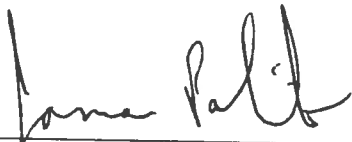
**Section 2:** When a letter carrier route or full-time duty assignment other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s) is abolished at a delivery unit as a result of, but not limited to, route adjustment, highways, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article. NALC Branch

President will have the opportunity to remove this provision one (1) time at any point during the life of the contract.

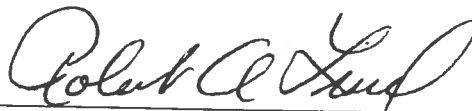
This provision, if enacted in the office, would render section 3 under this heading (SENIORITY, REASSIGNMENT, AND POSTING) silent until which time as all route posting is exhausted under said section.

**Section 3:** When a carrier's route is changed during the route adjustment in the Cohasset Post Office, and as a result the major portion (street time) of said route is left intact, the Regular Carrier may remain on the route which indicates the major portion of his/her original assignment.

This Memorandum of Understanding is entered into on Tuesday, April 30<sup>th</sup> 2013 at Cohasset, MA 02066-9998, between representative(s) of the United States Postal Service and the designated agent(s) of the National Association of Letter Carriers, pursuant to the local implementation provision of the 2011 - 2016 National Agreement.



**James Polito**  
Postmaster  
Cohasset Post Office  
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**Robert A. Lind**  
President, Branch 34  
National Association of Letter Carriers

**For:**  
United States Postal Service

**For:**  
National Association of Letter Carriers