

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 UNITED STATES POSTAL SERVICE
 BOSTON, MA 02205
 And
 NATIONAL ASSOCIATION OF
 LETTER CARRIERS, BOSTON, BRANCH #34**

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ARTICLE 8

EMPLOYEE CLASSIFICATIONS

Management agrees to notify the Letter Carrier's Organization concerning the hiring of all Employees in the Letter Carrier Craft.

ARTICLE 8

WORK SCHEDULES

A. BASIC WORK WEEK

1. Rotation of Non-Scheduled Work Day:

Letter Carriers in the Boston Post Office will be granted a non-scheduled work day on a rotating basis, except as provided below:

- a. Multiple trip routes shall have a Monday through Friday work week with Saturday as their non-scheduled day.
- b. 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 that those engaged in business or partial business areas that do not have a full Saturday delivery schedule shall have a Monday through Friday work week with Saturday as their non-scheduled day.
- c. All mounted firm delivery Carriers will have a fixed day off to be estimated on service needs.
- d. Normally, Reserve Carriers may be given a non-scheduled work day on a rotating basis.

B. WORKING OFF THE CLOCK

Letter Carriers shall perform required work only on official time.

- C. In accordance with Article 8, Section 5, of the National Agreement, a chart shall be posted and updated periodically in each work station, 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/she did work overtime.
- D. Overtime Desired" lists shall be by tour, section and the necessary skills in the Boston Post Office. Every effort will be made to distribute equitably the opportunities for overtime among those on the list.

- E. Hours worked and opportunities offered on the Overtime Desired List shall be ended at the end of each quarter in cumulative hours.
- F. A fulltime regular route carrier called into work on his/her N/S day, shall work his/her fulltime 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. A T-6 carrier 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 carrier's string, the T-6 will be assigned where needed.
- G. **WASH-UP TIME**
 - 1. The parties to this Agreement recognize that within certain of the occupational groups employees are engaged in work which can be identified as being dirty or toxic work.
 - 2. 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.

ARTICLE 10

LEAVE

- 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 years **2016-2019**.
- B. Management will publicize on the bulletin boards no later than **November 1, 2016-2019**, the beginning of the new leave year.

C. ISSUANCE OF OFFICIAL NOTICES OF APPROVED VACATIONS

- 1. Management shall furnish a copy of Form 3971 to each carrier, indicating the vacation period approval for him/her.
- 2. A list of approved vacations will be posted and a copy furnished to the Shop Steward.

D. CHOICE PERIOD

- 1. City Carrier Assistants shall be included in the onboard complement when

determining the number of carriers allowed off during the choice vacation period.

2. In order to meet the requirements of E-6 below, 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.
3. The first full week in February, Management will publicize on bulletin boards in each station/branch that bids for vacations will be accepted from March 1 - March 31.
4. Beginning the first full week in March, Management will circulate a chart amongst **Career and CCA** Carriers, by seniority **and relative standing respectively**, 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 Form 3971, in duplicate, confirming his/her choice vacation selection.

Granting leave under such provisions must be contingent upon the employee having a sufficient leave balance when the leave is taken.

5. A carrier who has selected a choice vacation in accordance with #3 above and during the period for selecting a choice vacation, cancels his original selection, must wait until the procedure in #3 above has been exhausted before making another choice selection.
6. A carrier who, in accordance with #3 above, does not select a choice vacation will be assigned a vacation by Management. The length of the assigned vacation will be consistent with his/her leave category. Rejected assigned vacations will be treated in accordance with #13 below.
7. 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.
8. All Letter Carriers will start their vacations on a 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.

Any carrier who requests a part of any full week of vacation annual leave to be canceled forfeits entitlement to said full week off, and the balance of said week shall be handled per #14 below (and per #7 in the non-choice period).

9. No Letter Carrier will be called in on his non-scheduled day while he/she is on vacation. For purposes of this agreement, holidays, and non-scheduled days at the conclusion of a vacation are to be considered vacation days. This shall apply to the choice period and incidental leave of five (5) days or more.

10. In the Letter Carrier Craft, there shall be one choice vacation selection each year for a period of up to fifteen (15) working days.

Jury duty or attendance at National or State Conventions during the choice period will be charged to the choice vacation period, except that five (5) certified delegates will not be charged to the choice vacation period; with the provision that as a minimum such employees will be granted not more than two weeks (10 days) additional leave during the choice period.

It is understood that in no instance may an employee serving as a juror or as an elected delegate bump an employee from his/her 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 he/ she has been called for such duty, to notify his/her immediate supervisor.

11. In the Letter Carrier Craft in the Boston Post Office, sixteen percent (16%) by station or branch shall be allowed off each week during the eighteen weeks commencing with the week in which June 1, falls. In all other weeks in the choice period, there will be allowed fourteen percent (14%) off.

For the purposes of administrating the above provision, the onboard compliment of Career and CCA City Letter Carriers as of February 28th will be applied during the choice vacation period.

Granting leave under such provisions must be contingent upon the employee having a sufficient leave balance when the leave is taken.

12. 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 higher whole number shall be considered the correct figure - e.g., 2. 1 and above would become 3 employees.

13. Any open vacation weeks in the choice period can be requested ***by Career and CCA City Letter Carriers*** in increments of one or more days up to nine (9) days preceding the service week of the requested leave and said day or days will be filled according to seniority ***and relative standing respectively.***

Incidental leave approval for CCA's for Sunday only will be based on management discretion.

All leave requests made after nine (9) days preceding the service week of the requested leave may be granted depending on service needs.

E. NON-CHOICE PERIOD

1. The non-choice period in the Letter Carrier Craft will be from January 1, annually to the beginning of the choice period and from the day following the end of the choice period through December 15. The non-choice period will also include the week between Christmas and New Year's Day.
2. In the Letter Carrier Craft in the Boston Post Office, ten percent (10%) by station or branch shall be allowed off each week during the non-choice period, excepting the February and April vacation weeks (as specified by the Boston School System) which shall allow twelve percent (12%) off, according to seniority, and the week between Christmas and New Year's Day, which shall allow ten percent (10%) off, according to seniority.

The week in which Thanksgiving Day falls on, there shall be ten percent (10%) plus one additional carrier in each unit allowed off.

3. The cut-off date for submission of applications for non-choice spring and fall vacations periods shall be four (4) weeks prior to the beginning of the non-choice periods. These choice(s) are to be in increments of five (5) work days.
4. Management will approve or disapprove applications for leave within seven (7) calendar days of the cut-off date for the submission of applications for the non-choice spring and fall vacation periods, in accordance with E-2 above.
5. Management will advise all carriers by posting seven (7) calendar days after the cut-off for submission of applications the projected number of employees to be off on a per week basis during the 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 in the non-choice period may be requested **by Career and CCA City Letter Carriers** in increments of one or more days up to the Tuesday preceding the service weeks of the requested leave and said day or days will be filled according to seniority **and relative standing respectively.**

Incidental leave approval for CCA's for Sunday only will be based on management discretion.

All leave requests made after the Tuesday preceding the service week of the requested leave may be granted depending on service needs.

8. All Letter Carriers will start their vacations on a Monday and return to work on a

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

9. No Letter Carrier will be called in on his/her non-scheduled day while he/she is on vacation. For purposes of this agreement, holidays and non-scheduled days at the conclusion of a vacation are to be considered vacation days. This shall apply to the non choice period and incidental leave of five (5) days or more.

F. LEAVE YEAR

1. The leave year for the purpose of this agreement, ends December 15, annually, but will include the week between Christmas and New Year's Day.

ARTICLE 11

HOLIDAY SCHEDULING

A. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY WILL BE AS FOLLOWS:

1. Full-time carriers who have volunteered to work on their holiday or their designated holiday at their straight time rate.
 2. Full-time carriers who have volunteered to work on what would otherwise be their non-scheduled workday at the overtime rate.
 3. CCA's.
 4. Full-time carriers who have not volunteered on what would otherwise be their non-scheduled work day in inverse seniority at the overtime rate.
 5. All other Full-time carriers who have not volunteered, by inverse seniority.
- B.** 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 preceding Tuesday.
- C.** Split utility carriers will be allowed to volunteer to work their holiday, or their designated holiday, at the straight time rate only at the station they would normally have been scheduled to work, had there been no holiday.

ARTICLE 13

ASSIGNMENT OF ILL OR INJURED EMPLOYEES

A. NUMBER OF LIGHT DUTY ASSIGNMENTS

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

B. METHOD USED IN RESERVING LIGHT DUTY ASSIGNMENTS

1. Temporary Light Duty Assignments

Carrier personnel who are limited in availability to light duty, may be employed in his/her unit up to a period of fourteen days (14), providing sufficient work is available. Such work is not restricted to his/her own craft. Should sufficient work not be available at his/her unit, the carrier will be employed on his/her tour at the General Mail Facility, Boston, MA 02205, should work be available. Adjustments in reporting time will be made to correspond to existing tour schedules.

C. IDENTIFICATION OF LIGHT DUTY ASSIGNMENTS

It is agreed that light duty assignments within the stations and branches, for Letter Carriers, may include, but not be limited to:

1. Assisting routes by setting up mail.
2. Marking for forwardable mail.
3. Relabeling carrier cases.
4. Rewriting carrier route books.
5. Coverage of suitable collection needs.
6. Labeling inside of apartment buildings.
7. Training new employees when in fact training is done at the station level by a craft employee.
8. Combine part-time hours for an eight (8) hour day and forty (40) hour week when and if possible at the station level.

ARTICLE 14
SAFETY AND HEALTH

A. SAFETY COMMITTEE

1. COMPLIANCE

- a. In compliance with the provisions of the National Agreement, a Safety and Health Committee will be operative in the Boston Post Office.
- 2. Meetings will be regularly scheduled on a bi-monthly basis of the alternate months of January, March, May, July, September and November, or at other such times as designated by the Chairman.
 - a. Date and time of such meetings will be determined by the Committee.

3. PURPOSE

- a. 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 improvement in subject areas.

4. DUTIES OF COMMITTEE

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

- a. Observation and reporting of unsafe work conditions both on and off postal premises.
- b. The elimination of fire hazards and availability of proper fire-fighting 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 observations 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

- 1. No vehicle will be assigned to a carrier unless it can be reasonably expected to

conform to recognized safety standards.

D. SUSPENSION - DRIVING PRIVILEGES

1. When a decision has been made to suspend or revoke a carrier's driving privileges, the employer will notify the union as far in advance as possible.

ARTICLE 16

DISCIPLINARY PROCEDURE

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

ARTICLE 17

ADMINISTRATION & INTERPRETATION

A. REGULARLY SCHEDULED LABOR-MANAGEMENT MEETINGS

1. DATE AND TIME OF MEETING

- a. The parties to this agreement shall meet, together with other organizations having exclusive recognition, on the third Wednesday in the months of January through November and the first Wednesday in December of each year.
- b. These meetings shall be convened at 2:00 PM, in space designated by Management.
- c. Meetings will be two hours in duration unless mutually extended by Management and the majority of the exclusive organization in attendance.

2. CHANGE IN DATE OR TIME

- a. A change in the date or time of a regular meeting will be considered when it is mutually agreed to by Management and the majority of exclusive labor organizations.

3. AGENDA

- a. Both parties will exchange items in writing for the agenda of the meeting. These are to be received by the opposite party by the Monday preceding the scheduled date of 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 discussions should be limited to those of general interest to all parties. Items of concern only to a specific craft should be subject to consultation with Divisional Head concerned.
- d. Sufficient information should be provided with agenda items to enable the Union or Management to familiarize itself with the 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 1 - from all agendas submitted will be listed first on the agenda, followed by those items numbered #2, etc.

B. NUMBER OF ORGANIZATION MEMBERS ATTENDING

- 1. Not more than two (2) representatives for each craft having exclusive recognition at the Post Office shall be in attendance at each regular meeting.

C. TELEPHONE POLICY

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

ARTICLE 20

PARKING

- A. It is agreed that the President of Branch #34 only will be provided a parking space in the GMF garage for conducting official union business. This authority will be limited to the period 0900 to 1700 hours Monday - Saturday. It is further agreed that this authorization is for the current or subsequent incumbent president only.
- B. When parking becomes available within the Boston Post Office, excess to the Postal Service needs, both parties agree to meet for the purpose of negotiating procedures to be used in the allocation of parking space for the craft.

ARTICLE 31

CURTAILMENT OF POSTAL OPERATIONS

- A. 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, or 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.
- B. Management will avail themselves of public media to notify employees.

ARTICLE 41

POSTING

A. BIDDING PROCEDURES

1. The notice of all vacancies shall remain posted for a period of seven (7) days.
2. All regularly assigned carriers in a delivery unit where a vacancy occurs or a new route is created shall have prior rights in bidding for same before vacancy is advertised throughout the Installation.
3. If no bid is received then the vacancy shall be posted throughout the Installation and awarded to the senior bidder.
4. Any vacancies in the Letter Carrier Craft shall be posted for bid in the station or branch where the vacancy exists. If there is no successful bidder, the bid will be posted throughout the installation.
5. In the Boston Post Office bidding shall be by stations or branches for the Letter Carrier Craft.
6. 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 request will be honored.

B. BIDDING PROCEDURES - LONG TERM VACANCIES

1. At each work location (as specified in Article 12 of the Local Agreement), Management shall post all temporary vacant full-time craft duty assignments of five (5) days or more.
2. Full-time reserve, unassigned regular, full-time flexible Letter Carriers and City Carrier Assistant Letter Carriers of that work location may indicate their

preference for such assignments until twenty-four (24) hours before the assignment commences.

3. Up to twelve hours before the assignment commences, the senior carrier having indicated his/her preference shall be notified that he/she is awarded the assignment.
4. 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.
5. All carriers wishing to bid for the assignment will notify management in writing.
6. All carriers who are on leave or are otherwise unavailable to bid on these assignments and wish to be notified of these assignments should inform management in writing.

REASSIGNMENTS

A. IDENTIFICATION OF A SECTION

1. A section shall be defined as a Delivery Unit throughout the Boston Post Office, (e.g. the Fort Point Station is a Delivery Unit, the Back Bay Annex is a Delivery Unit, JFK is a Delivery Unit, etc.).

B. CARRIERS EXCESS TO THE NEEDS OF A SECTION

1. At the time of the reassignment the employee 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. SPECIAL PROVISIONS

1. 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 so desires.
2. If a carrier exercises his/her option to go with the major portion of his/her route (street time) his/her original T-6 carrier will cover the route on his/ her non-scheduled days. This will be the policy throughout the Boston Post Office unless it is necessary to devise a new T-6 plan within an office.
3. 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.

4. After exercising retreat 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.
5. Whenever a CCA Carrier desires a reassignment to another station or branch, he/she will submit his/her request in writing to the Installation Head.
6. When a letter carrier route or full-time duty assignment other than the letter carrier route(s) or full-time duty assignments) 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 assignments(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.

A. When 41.3.0 is activated in a delivery unit, numbers 2 and 3, above, will not apply for that adjustment.

** The above language is added in accordance with Article 41.3.0 which states that this provision shall be made a part of the local agreement when requested by the local branch of the NALC during the period of local implementation; provided, however, that the local branch may on a one- time basis during the life of this agreement elect to delete the provision from its local agreement.*

This Memorandum of Understanding is entered into on **November 14, 2017** at **Boston, MA** between the representatives of the United States Postal Service and the designated agent of **NALC Branch #34** pursuant to the Local Implementation Provisions of the 2016 National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight **September 20, 2019**, unless extended by agreement between the parties at the National level. The terms of this Memorandum of Understanding are subject to the grievance procedure as contained in the National Agreement.

Nicolas Francescucci
Postmaster
Boston Post Office, 02205

Michael Yerkes
President
Boston, Branch #34
National Association
of Letter Carriers, AFL-CIO