

**2016 - 2019**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**UNITED STATES POSTAL SERVICE**  
**HINGHAM, MA 02043**  
**And**  
**NATIONAL ASSOCIATION OF**  
**LETTER CARRIERS, BOSTON, BRANCH #34**

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

## **1. GUIDELINES FOR CURTAILMENT OR TERMINATION OF OPERATIONS**

A Joint Labor/Management Committee comprised of one representative each of the Hingham and Hull Delivery Units and a representative of Management will be established to meet and discuss any adverse conditions that would affect the safety, health or schedules of carriers. Meetings will be held when conditions warrant.

## **2. WASH-UP TIME**

Reasonable wash-up time will be granted on a daily basis. Such wash-up time will not be considered a part of personal needs.

## **3. NON-SCHEDULED DAYS**

- A.** All routes in the installation will have a rotating day off, except Routes #43013 and 43014, which will have Saturday/Sunday off.
- B.** When a full-time regular carrier is called into work on his/her non scheduled day the carrier will be assigned to their primary duty assignment. The T6 carrier will be placed on another route on his/her string, provided there is an open route on his/her string and if there is no open route on his /her string, the T-6 carrier shall bump a carrier covering a hold down of a route on his/her string. A T-6 carrier shall bump a carrier covering a long-term absence on one of the routes of his/ her string. If there are two or more routes open on a T-6 carrier's string, he/she will have the option of choosing the route they will be assigned.

Also, if there are two or more routes on the T-6 carrier's string that are being held-down, the T-6 carrier will have the option of choosing which routes they will be assigned. If there are no openings on the T-6 carrier's string, the T-6 carrier will be assigned where needed.

- C.** Parcel Post, Collection and Relay Routes may be N/S on Saturday and Sunday.

## **4. PRIME TIME VACATION LEAVE PROGRAM**

- A.** During the period from February 15 through March 15th, Management will canvass **career and non-career** carriers by seniority **/relative standing** for their prime time vacation selections. A calendar with the carrier's signature will be kept indicating which weeks have been taken. Each carrier will be shown the updated calendar when being canvassed for his/her selection. When canvassing is completed the calendar will be posted on the NALC bulletin board indicating the weeks selected.

***Granting leave under this provision is contingent upon the employee having sufficient leave balance when the leave is taken.***

- B.** The Prime time vacation period shall begin with the second Saturday in May and remain for a period of twenty-one (21) consecutive weeks.
- C.** Leave shall be by seniority bidding within the Delivery Units.
- D.** A separate leave calendar shall be established for the Hingham and Hull Delivery Units.
- E.** Employees may, at their own option, request two (2) selections in units of five or ten days.
- F.** Vacation leave slips (Form 3971) shall be made in duplicate by the employee at the time the leave calendar is signed.
- G.** The number of carriers who shall be allowed off during prime time annual leave is as follows:

Hingham Delivery Unit - 14%  
Hull Delivery Unit - 14%

- H.** During the week of the Fourth of July and Labor Day vacation period, one (1) additional carrier will allowed off in the Hull delivery unit.
- I.** When calculating the percentage figures for vacation, anything .5 and over will be rounded to the next full number.
- J.** Management will not accept a cancelled vacation week (in any increments) after the Monday prior to the vacation week.
- K.** No carrier will be called in while he/she is on annual leave.
- L.** In the event a cancellation of scheduled vacation occurs prior to the week(s) vacation request, Management must post and announce the cancellation as well as provide the Shop Steward written notification.
- M.** Any available vacation weeks can be requested ***by career and non-career carriers*** up to and including the Monday preceding the service week of the requested Prime Time vacation leave period. Requested leave for the open week will be awarded to the next junior carrier who has approved leave for the same week, i.e... The junior carrier with approved leave is # 10 in seniority, carrier # 11 in seniority, would have the next opportunity. Any open week after the junior carriers have had an opportunity will be awarded based on seniority.

- N. Prime Time leave requests in increments of eight hours (1-day) take precedence over requests for less than eight hours and will be awarded by seniority.
- O. In the prime time period, any open days requested after the Monday preceding the service week may be granted on a first come, first serve basis.
- P. City Carrier Assistants shall be included in the onboard complement when determining the number of carriers allowed off during the choice vacation period.  
***The top two senior most PTF's and/or CCA's will be counted towards the Hull complement. All other PTF's and/or CCA's will be counted towards the Hingham complement.***

**5. JURY DUTY AND ATTENDANCE AT THE NALC NATIONAL OR STATE CONVENTIONS**

- A. Jury duty will not be charged to the prime time vacation period.
- B. Attendance at the NALC National or State conventions will not be charged to prime time period, but will be limited to one in the installation.

**6. ANNUAL LEAVE TO ATTEND UNION ACTIVITIES- DURING PRIME TIME LEAVE PERIOD**

Annual leave or NALC Union LWOP to attend union activities requested prior to determination of prime time vacation schedule will not be a part of the total prime time vacation period.

- A. Number off to be determined by available manpower.
- B. Convention leave not covered by this item.

**7. NON-PRIME TIME VACATION PERIOD**

- A. The non-prime time period of the Carrier Craft will be from the beginning of the leave year to the beginning of the Prime Time period and from the day following the end of the Prime Time period to the day preceding the new year except, during that period in December, when management determines Christmas needs will take precedence, from December 1 thru December 25.
- B. The number of carriers who shall be allowed off on annual leave during the non-prime time vacation period is as follows:

Hingham Delivery Unit - 7%  
Hull Delivery Unit - 14%

When calculating the percentage figures for vacation, anything .5 and over will be rounded to the next full number. **The top two senior most PTF's and/or CCA's will be counted towards the Hull complement. All other PTF's and/or CCA's will be counted towards the Hingham complement.**

During the February and April school vacation period, one (1) additional carrier will be allowed off in the Hingham delivery unit and one (1) in the Hull delivery Unit.

During the week of Thanksgiving, one (1) additional carrier will be allowed off in the Hingham delivery unit and one (1) additional carrier in the Hull delivery unit.

During the week after Christmas, one (1) additional carrier will be allowed off in both Hingham and Hull sections.

- C. The cut-off date for submission of applications for non prime time spring, fall, vacation periods shall be four (4) weeks prior to the beginning of the non-prime time periods. These requests are to be in increments of five (5) work days.
- D. Management will approve or disapprove applications for leave within one week of the cut-off day for the submission of applications for the non prime time spring and fall vacation periods.
- G. Any open vacation weeks can be requested **by career and non-career carriers** in increments of one or more work days up to the Monday preceding the service week **of** the requested leave and said day or days will be filled by seniority **/relative standing**. On Tuesday preceding the service week, their days will be filled on a first come, first serve basis for the following service week, excluding work days before designated holidays.
- H. A list of approved vacations will be posted and a copy furnished to the Shop Steward within one (1) week.
- I. Any and all cancellations of vacations in the non-prime time period must be posted immediately, and a copy given to the Shop Steward.

## **8. BEGINNING DAY OF VACATION PERIOD**

Sunday at 6:00 am and ending on the following Sunday at midnight, unless the carrier has multiple weeks approved leave.

## **9. DATE AND MEANS OF NOTIFYING EMPLOYEES OF BEGINNING OF NEW LEAVE YEAR**

Notice to be posted as soon as the Postmaster receives information from the United States Postal Service.

## **10. METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY OR DESIGNATED HOLIDAY**

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

- A. Non-Career employees.
- B. *Part-Time Flexible employees.***
- 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. Full-time Regular employees who have volunteered to work on their holiday or their designated holiday at **the** straight time rate.
- 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 employees who have not volunteered by inverse seniority.

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

## **11. OVERTIME DESIRED LISTS**

- A. There will be two (2) overtime desired lists, one for Hingham and one for Hull delivery units.
- B. Lists will be posted on NALC Bulletin Board.
- C. An updated copy will be provided to the steward on a weekly basis.

## **12. LIGHT DUTY ASSIGNMENTS**

- A. The Postmaster shall make every effort to employ Letter Carriers within the installation for light duty assignments within the employee's medical restrictions.

**B.** It is agreed that light duty assignments may include, but not be limited to the following:

1. Assisting routes by setting up mail.
2. Marking up forward mail.
3. Re-labeling carrier cases.
4. Rewriting carrier route books.
5. Training new employees.
6. Performing Express Mail delivery and collection runs if at all possible, within the employee's medical restrictions.

**7. *Customer Connect.***

**13. ELIMINATION OF ANY (EXCEPT JUNIOR) ROUTES**

**A.** When a letter carrier route or full-time duty assignment other than a letter carrier(s) 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 or routes in full time duty assignments at that unit held by letter carrier(s) who are junior to the carrier whose route(s) or full-time duty assignment(s) was abolished shall be posted for bid in accordance with the posting procedure in this Article.

**B.** For purposes for applying this provision, there shall be two delivery units, Hingham and Hull.

**14. PARKING**

**A.** There will be a total of two (2) parking spots for the Letter Carrier Craft. These will be assigned to the two (2) senior carriers.

**B.** During snow storms, no employee will park in the lot until after it has been plowed.

**15. OTHER ITEMS AS PROVIDED IN CRAFT PROVISIONS OF THIS AGREEMENT**

**A.** Carriers shall be allowed four hours off administrative leave to donate blood.

- B. No disciplinary action will be taken against an employee on the basis of an unsubstantiated complaint.
- C. A bulletin board shall be allotted by management for exclusive use of Branch 34.
- D. During the 3rd week of November representatives of management and Branch 34 shall meet to discuss the policies to be established in the local Christmas operation. This meeting shall be held on-the-clock.
- E. No letter carriers shall be required to finger mail where hazardous conditions exist. A letter carrier's safety is to be given primary consideration.

## **16. SENIORITY, RE ASSIGNMENTS AND POSTING**

### **A. BIDDING ON VACANT ROUTES**

If no Hingham regular bids on a Hingham route vacancy, a Hull regular can bid before a part-time flexible is moved up.

If no Hull regular bids on a Hull route vacancy, a Hingham regular can bid before a part-time flexible is moved up.

- B. If a full time regular carriers start time changes by more than one hour, posting of his/her assignment will be at the option of the carrier.
- C. It is mutually agreed that expedited bidding will continue at the Hingham Post Office. It is also agreed that the letter carriers will have a two (2) day trial period, per carrier route bid. Carriers on trial period will notify management of his/her decision within 49 hours of the beginning of the trial period. ***Once the bid is awarded and management has notified the carrier of the start date for their new assignment, the carrier will have 25 days to begin their trial period. If, for whatever reason, the carrier cannot assume their new assignment in 25 days, they waive their trial period and then have the option of which assignment to choose.***
- D. All long-term vacancies of five (5) days or more must be posted as soon as the vacancy occurs. Said vacancy will be awarded to the senior bidder. Carriers will submit their request in writing when bidding for a hold down. Vacancies will be awarded on the following Saturday. All carriers who are on leave or otherwise unavailable to bid on these assignments and wish to be notified of these assignments should notify management in writing and management will contact them.



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.

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**James Murphy**  
Postmaster  
Hingham Post Office, 02043

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**Michael P. Yerkes**  
President, Branch #34  
National Association  
of Letter Carriers, AFL-CIO