

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**UNITED STATES POSTAL SERVICE**  
**SCITUATE, MA. 02066**  
**AND THE**  
**NATIONAL ASSOCIATION OF LETTER CARRIERS**  
**BRANCH #34 AFL-CIO**  
**400 WEST CUMMINGS PARK, SUITE #3950**  
**WOBURN, MA. 01801**  
**2019 - 2023**

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

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

All Full Time Letter Carriers currently assigned in the Scituate Post Office shall be on a rotating day off schedule with the work week running from Saturday through Friday.

**3. GUIDELINES FOR THE CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR LOCAL CONDITIONS MAY WARRANT BECAUSE OF EMERGENCY CONDITIONS**

While the advice of the local authorities is solicited, the decision as to curtailment of service or termination of postal operations is the responsibility of the Postmaster.

**4. FORMULATION OF LOCAL LEAVE PROGRAM**

Carriers will go into the Supervisor's Office by seniority and each carrier will indicate selection of allowable weeks on a leave chart. Commitments to jury duty will not be counted toward the compliment of employees allowed off. Management will allow for one employee over the agreed upon compliment for attendance at National, State, or Regional Union Conventions (assembly, etc.), this will be determined by seniority.

Exchange of leave is not permitted without the approval of the Union. During the first full week in February, Management will publicize on the general information bulletin board in the Scituate Post Office that bids for vacations in Choice Period will begin on March 1st with senior carriers and end no later than March 31st with the junior carrier. Carriers will have 24 hours to make their selections.

During the first full week in August, Management will publicize on the general information bulletin board in the Scituate Post Office that bids for the Non-choice period will begin on September 1st with the senior carrier and end no later than September 30th with the junior carriers. Carriers will have 24 hours to make the selections.

Management must afford carriers an opportunity to utilize all vacation time earned for the year.

**5. THE DURATION OF THE CHOICE VACATION PERIOD**

The choice vacation period will begin with the first full week in May and remain until the last full week in October.

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

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

An employee will not be called in on their non-scheduled day during this period.

**7. WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER FIVE OR TEN DAYS OR FIFTEEN DAYS**

Employees may, at their option, request two selections during the choice vacation period totaling no more than fifteen days: The first selection of one five (5) day, one (10) day or one (15) day period subject to Article 10 of the National Agreement and based on seniority. The secondary selection is also made by seniority following all full time regulars, *Part-time Flexibles and City Carrier Assistants* being canvassed for a primary selection. The second selection can be made for the remainder of the fifteen day allotment. All other selections will be handled as incidental leave and subject in accordance to proper procedures.

**8. WHETHER JURY DUTY OR ATTENDANCE AT NATIONAL OR STATE CONVENTION SHALL BE CHARGED TO THE CHOICE VACATION PERIOD**

Commitments to jury duty will not be charged against the complement, employee attendance at National, State or Regional Conventions (assembly, etc.) also will not be charged against the complement of carriers off during either choice or non-choice periods. Management will allow for one additional Carrier off (must be a recognized union delegate) above the compliment to attend National, State or Regional Conventions (assembly, etc.). This request for leave to attend the aforementioned union activities will be determined by seniority as long as the recognized delegate status is met.

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

There shall be 14% of the total career *and non-career* carrier work force complement rounded up the next whole number from the first full week in June through the week prior to the designated holiday for Labor Day. The remainder of the choice period will be rounded down (drop the fraction).

*CCA's and PTPs will be allowed to bid for vacations during the choice vacation period just like career carriers. They'll be included in the onboard compliment and be awarded vacations based on their seniority on the relative standing list.*

Any open vacation weeks in the choice period can be requested in increments of one or more days up to eleven (11) days preceding the service week of the requested leave and said day or days will be filled according to seniority.

Any requests after the cut-off day will be filled on a first-come, first-served basis. These requests will be submitted on PS Form 3971 in duplicate. The supervisor will sign the appropriate space and date the forms signifying that Management has been notified of the employee's request and return a copy to the employee immediately.

Carriers who become ill while on annual leave during their choice period shall be allowed to have another selection during the choice period if any weeks are available.

All cancellations shall be reposted at least two weeks prior to the beginning of the canceled week, if possible.

#### **10. THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR SUCH EMPLOYEE**

Upon approval in the supervisor's office each employee will fill out a PS Form 3971, in duplicate, for leave approved. The postmaster or designee will return the duplicate to the employee.

Management will post the leave chart as soon as possible after it has been completed and give a copy to the shop steward.

#### **11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEE OF THE BEGINNING OF THE NEW LEAVE YEAR**

No later than November 1<sup>st</sup> of each year, Management will notify all Carrier Craft employees of the beginning date of the new leave year by posting on the general information bulletin board.

#### **12. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR THE ANNUAL LEAVE DURING TIME OTHER THAN CHOICE VACATION PERIOD**

The remainder of the employee's annual leave may be granted at other times of the year, as requested by the employee and approved by management. The non-choice vacation period shall be from **December 25<sup>th</sup>** annually, to the beginning of the choice period and from the day following the end of the choice period through the first full week in December. ***The cutoff date for submission of applications for non-choice spring and fall vacation periods will be four weeks prior to the beginning of the non-choice periods.***

**Management will approve or disapprove applications for leave within seven calendar days of the cutoff date for submission of applications for the non-choice spring and fall vacation periods, in accordance with the compliment listed below.**

**Carriers will be able to submit vacation requests for the week between Christmas and New Years Day even though it may not run Monday through Saturday. This week is the only week where this exception will be made.**

Any open vacation weeks can be requested **by career and non-career carriers** in increments of one or more days, up to Tuesday preceding the service week of the requested leave, and said day or days will be filled according to seniority. Any requests after that Tuesday will be filled on a first-come, first-served basis. These requests will be submitted on PS 3971 in duplicate. The Supervisor will sign the appropriate space and date forms signifying that Management has been notified of the employee's request and return a copy to the employee immediately.

There shall be 10% (over .40 rounded up to the whole number) of the total Career **and non-career** Carrier work force complement off each week during the non-choice vacation period.

Carriers who become ill while on annual leave during their non-choice period shall be allowed to have another selection during the non-choice period if any weeks are available.

All cancellations shall be reposted at least two weeks prior to the beginning of the canceled weeks.

### **13. THE METHOD OF SELECTION FOR EMPLOYEES TO WORK ON A HOLIDAY**

The following sequence will be followed when scheduling employees to work on a holiday or designated holiday provided that such scheduling produces a work force which meets the operating skill requirements of the holiday or designated holiday:

- a. All CCA **and PTF** employees to the maximum extent possible, regardless of the necessity to pay overtime premiums.
- b. All full time regular employees who volunteer to work either their holiday or their non-scheduled day shall be combined into a single group, ranked in seniority order and selected in seniority order.
- c. All full time regular employees who did not volunteer to work their non-scheduled day in inverse seniority order.
- d. All full time regular employees who did not volunteer to work their holiday in inverse seniority order.

**14. WHETHER THE OVERTIME DESIRED LIST IN ARTICLE VIII SHALL BE BY SECTION AND/OR TOUR**

In accordance with Article 8, Section 5 of the National Agreement, a chart will be posted and updated daily in the Scituate Post Office indicating each regular employee's accumulative overtime opportunities. Hours and opportunities will be tallied on a quarterly basis for the purpose of equitable distribution of overtime on the overtime desired list only. 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 they did work overtime.

Carriers may sign a list or switch between lists only during the two weeks prior to the beginning of the calendar quarter. There is an exception for employees who were on military leave during the sign up period.

There shall be two (2) Overtime Desired Lists:

- 1) 10 hours
- 2) 12 hours
- 3) Not on list (i.e. no overtime on your own assignment)

Work Assignment hours are not tallied for a quarterly total as are hours Overtime desired list hours and opportunities.

The second list is the "Overtime Desired list" you can sign up for:

- 1) 10 hours
- 2) 12 hours
- 3) Not on list

The second list will have overtime opportunities charged as follows:

- a. NS days by seniority on the first day of the Quarter or by hours and opportunities thereafter.
- b. Non NS day overtime by seniority on the first day of the quarter or by hours and opportunities thereafter.

Notes: You are automatically on both NS Days and Non NS Day OT. You may not get on either list once you decline at the beginning of the quarter

**15 THE NUMBER OF LIGHT-DUTY ASSIGNMENTS WITHIN EACH CRAFT OR**

**OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT-DUTY ASSIGNMENTS**

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.

The Postmaster shall make every reasonable effort to employ Letter Carriers in the Scituate Post Office for light-duty assignments

**16. THE METHOD TO BE USED IN RESERVING LIGHT-DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE IS ADVERSELY AFFECTED**

The Postmaster and the Local Steward shall implement Article 13 if needed to see that no regularly assigned member of the regular work force is adversely affected.

**17. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT-DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE**

The Postmaster shall show the greatest consideration for Full-Time Regular of Part-Time Flexible employees requiring light-duty or other assignments, giving each request careful attention, and reassigning such employees to the extent possible in the employee's office. When a request is refused, the Postmaster shall notify the concerned employee, in writing, stating the reasons for the inability to reassign the employee.

It is agreed that light-duty assignments within the Scituate Post Office, for Letter Carriers, may include, but not limited to:

- A. Assisting routes by setting up mail if needed.
- B. Relabeling carrier case if needed.
- C. Rewriting carrier route books if needed.
- D. Labeling apartment boxes if needed.
- E. Combine part-time hours for an (8) hour day and forty (40) hour week when and if possible at the Scituate Post Office.
- F. *Customer Connect***



**20. THE DETERMINATION AS TO WHETHER ANNUAL LEAVE TO ATTEND UNION ACTIVITIES REQUESTED PRIOR TO THE TERMINATION OF THE CHOICE VACATION SCHEDULE IS NOT TO BE PART OF THE CHOICE VACATION PLAN.**

Attendance at National, State or Regional Conventions (assembly, etc.) and will be given consideration during choice and non choice vacation periods for delegates by seniority. Management will allow One (1) additional carrier off above the established compliment to addend the aforementioned union activities.

**21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT POSITIONS OF THE AGREEMENT.**

The postmaster shall post and furnish a copy of an updated seniority list to the Local Union on a semi-annual basis.

**22. LOCAL IMPLEMENTATION OF THE AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING**

**23. EXPEDITED BIDDING**

Expedited bidding will be instituted at Scituate Post Office. This will include a forty-eight (48) hour trial period.

When a Letter Carrier bids a new assignment, he/she will have two (2) days to try it. Any time, up to the end of the two (2) days, he/she may accept or reject the assignment. A Letter Carrier will be able to try and reject an assignment only once per calendar year. This does not prevent him/her from bidding more than once per calendar year.

1. The Postmaster of Designee will begin to canvass all Full time Carriers within the Scituate Post Office to ascertain "bids" for the recently vacated position by means of PS form 1627. Carriers will be asked informally as to their bid desires based on seniority.

2. In canvassing carriers within the Scituate Post Office, the Postmaster of Designee will use an updated Carrier Seniority List and will note carrier selection thereon. Using the above mentioned forms, the procedure will be as follows:

a. Starting with the Senior Full-time Carrier and continuing through the Full-Time Seniority List, carriers will be asked if they desire to bid for the vacancy. This procedure continues until and award is made.

- b. Upon award, the route number of the new vacancy is listed at the top of Column 2. Canvassing will again be undertaken, starting with the Senior Carrier in the unit.
- 3. Upon completion of the procedure in paragraph two above the form is signed by Management and the Union Steward.
- 4. Formal declarations are not necessary, but all present-for-duty carriers within the Scituate Post Office will be contacted.
- 5. Carriers on vacation leave or otherwise absent from the Scituate Post Office for other than non-schedule days will not be contacted unless they have affirmatively indicated their desire in writing to be considered. Carriers absent on short term (i.e. sick) will be contacted by telephone.
- 6. Management, together with the steward, shall make a reasonable effort to contact those carriers who, in accordance with (5) above, desire to be considered for vacancies.
- 7. There will be forty-eight (48) hours trial period.

Once a carrier indicated his/her desire to exercise his/her seniority to acquire a position (bid), he/she is awarded the position. One trial period per calendar year.

A. When the starting time of Letter Carrier's route of bid assignment is changed by more than (1) hour, the assigned carrier who owns the route of assignment by bid may request that said route of assignment be posted for bid and request will be honored.

B. When a carrier's route is changed or eliminated during the readjustment of carrier's assignments within the Scituate Post Office, and as 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.

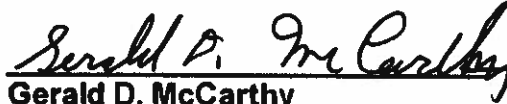
This Memorandum of Understanding is entered into on **May 21, 2021** at **Scituate, MA** between the representatives of the United States Postal Service and the designated agent of **NALC Branch #34** pursuant to the Local Implementation Provisions of the 2019-2023 National Agreement with the National Association of Letter Carriers.

This Local Memorandum of Understanding shall be in full force and effect until midnight

May 20, 2023, 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.



**Michael J. Foley**  
**Manager Labor Relations**  
**Boston District**



**Gerald D. McCarthy**  
**President**  
**Boston, Branch #34**  
**National Association**  
**of Letter Carriers, AFL-CIO**