

**WEBSTER, NEW YORK 14580**

**NATIONAL ASSOCIATION**

**OF**

**LETTER CARRIERS**

**- BRANCH # 210 - N.A.L.C. -**

**MEMORANDA OF UNDERSTANDING**

**2019 - 2023**

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ARTICLE I

- UNION RECOGNITION -

1. This memorandum applies to all employees of the Letter Carrier Craft in the Webster, New York Post Office as per Article I of the National Agreement.
2. The definition of a Letter Carrier as used in this agreement includes all those performing normal Letter Carrier duties.

ARTICLE VIII

- HOURS OF WORK -

1. All Letter Carriers who have bid jobs will be non-scheduled on a rotating basis. All future newly established routes will be on a rotating schedule, unless mutually agreed to change by the USPS and Branch 210.
2. An overtime desired list will be established each calendar quarter and be posted by seniority, with a copy given to the Shop Steward of the installation.
3. An overtime opportunities and hours worked chart, pertaining to the OTDL, shall be posted every quarter by seniority. A copy will be given to the Shop Steward.
4. Carriers desiring to be removed from the overtime desired list must notify the Delivery Supervisor, in writing, twenty-four (24), hours in advance.
5. A carrier on the overtime desired list cannot be called in on his or her non-scheduled day during the week of annual leave.

ARTICLE X

- LEAVE -

1. Prime Time consists of the last full week of May through the week of Labor day
2. During the "prime" period, five (5) individuals will be allowed off. All other weeks, or "non-prime", three (3) individuals will be allowed off.

3. After all Career Carrier employees have made their selections for the primetime and non-prime time selection periods, eligible CCA's will be able to select remaining week and / or slots in order of their relative standing.

This provision in no way changes the number of carriers permitted off per week as agreed upon in Section 2.A of this agreement provided that any agreed percentage or fixed number for prime time and non-prime is based on the career compliment only.

When a CCA is approved for a week of annual leave, they must have a leave balance sufficient enough to cover the leave at the start of the week that was requested.

4. During the bidding, each individual's selections will be logged on a calendar so that the next individual can see what weeks are available to them. Prime weeks of five (5) will be highlighted on the calendar.
5. Vacation weeks will start on Monday and end on Saturday, PTF's with a flexible schedule, who are assigned Sunday duty, will have a Monday thru Sunday vacation.
6. Bids must be submitted in full weeks. Bids can be submitted in combinations of two (2) single weeks, two (2), consecutive weeks and one (1), single week, or three (3) consecutive weeks in the Prime area.
7. When vacation bids are completed, any subsequent leave will be granted on a first come, first served basis, (same day seniority), when sufficient manpower is available.
8. Leave requests, subsequent to vacation bids, will be submitted no earlier than thirty (30) days in advance of requested leave. Management will approve or disapprove such requests within seven (7), calendar days after receipt.
9. Weeks can be canceled in increments of five (5), days or more regardless of how they were bid.
10. Cancellation of leave must be made two (2), weeks prior to the start of the leave in order for management to repost the canceled leave time. Management will post any vacated leave time and the Union will notify all Carriers. Vacated time will be posted for a period of one (1), week. Successful bidders will be determined strictly by seniority.
11. Requests for leave shall be given for scheduled dental appointments, physical and medical examinations at least ten (10), days in advance of that scheduled appointment.

12. The installation head will grant all elected delegates time to attend Conventions (Union-NALC). Convention week(s) will be considered as part of the quota of carriers off during Prime or NON-Prime vacation period.
13. Employee's who are elected to the State or National Conventions (NALC), when these conventions fall on their Prime Time vacation period, shall be granted a new vacation selection in the available Prime Time weeks by the Postmaster.
14. An employee who is called for Jury Duty or Military Duty during their scheduled Prime Time vacation period will be granted a new vacation selection in the available Prime Time vacation weeks by the Postmaster.

### ARTICLE XIII

#### - LIGHT DUTY -

1. All work not covered by a regular bid assignment will be available to light duty carriers, if qualified, and within their restrictions.
2. Duties to include, but not limited to:
  - A. Express Mail delivery work
  - B. Setting up routes
  - C. Labeling carrier routes
  - D. Updating PS-3982, forms as needed
  - E. Providing coverage on suitable mounted routes
  - F. Providing coverage on suitable auxiliary routes
3. The light duty employee's tour hours, work location and basic work week shall be those of the light duty assignments and the needs of the service, whether or not the same as the employee's previous duty assignment

### ARTICLE XIV

#### - SAFETY AND HEALTH -

1. Whenever an emergency condition exists, (i.e.), extreme weather conditions, hazardous driving, bomb threats, etc., the Installation Head will review, where possible, appropriate Federal, State and Local Governmental recommendations and directions and make a determination as to whether curtailment or termination of delivery service is necessary. In making such determination, the safety of a City-Carrier, the protection of Postal Service property and other relevant facts will be given appropriate consideration.

Prior to taking action to curtail the mail, the employer will notify the Union of its decision and plan of implementation.

ARTICLE XVII

- REPRESENTATION -

1. The parties to this agreement will participate in the joint Labor-Management Committee meeting as needed by mutual agreement.
2. Any work rules or directives imposed by Management upon the employees shall be posted on the employee bulletin board and a copy given to the shop steward of this installation.

ARTICLE XX

- PARKING -

1. The USPS will provide parking for all City Carriers at 75 Barrett Drive.

ARTICLE XLI

- SENIORITY- POSTING AND BIDDING -

1. Bidding for vacant assignments will be restricted to the Letter Carriers of the installation in which the vacancy occurs, with seniority the determining factor.
2. Absent Letter Carriers applying for an assignment shall make a sealed bid, in writing, one (1), to the supervisor and one (1), to the Shop Steward, in charge of the installation, during the period for which the notice was posted. In instances where several assignments are posted, stating preference in the following manner;
  - A. First Choice
  - B. Second Choice
  - C. Third Choice, etc.

The installation Steward or designee shall be present at the times the bids are opened. As in the past, we will have stand up bids in the swing rooms.

3. The senior applicant for a vacant assignment shall be placed in that position the following Saturday following the conclusion of the bids unless on leave. A December bid will be placed on the new assignment on the first Saturday in January.
4. Successful bidders for posted vacant assignments shall accept the non-work days that accompany that new assignment.
5. Utility assignment vacancies are to be posted and bid for in the same manner and subject to the same provisions as provided in this Article, Section 1-4.
6. All employees on leave in excess of ten days of the posting may contact the steward or Post Office for information on bids and eligibility. When an absent employee has so requested in writing, stating a mailing address, a copy of any notice inviting bids from the craft employees shall be mailed to the employee by the installation head.

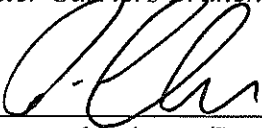
7. A copy of all posted notices affecting the Letter Carrier craft shall be given to the Shop Steward.
8. In the event a regular assigned Letter Carrier is requested to work on their non-scheduled day, they shall be assigned to their own route. The utility Carrier will select any vacant assignment in their utility group or be assigned to other carrier work within the installation, if no vacancies exist in their utility group. In the event that more than one route is covered by other than the Regular Carrier, the T-6, will displace the Junior Carrier.
9. Management shall post all temporary vacant full-time craft duty assignments of anticipated duration of five (5), days or more.
  - A. Full-time reserve regular, unassigned regulars and part-time flexible letter carriers may indicate their preference for such assignments according to seniority upon written or "stand-up" application.
  - B. A part-time flexible on such a vacant assignment shall not be arbitrarily re-assigned, except when bumped by the regular or regular utility. The installation Steward shall be present at the time bids are opened.
10. All City Carriers, working eight (8) hours in one (1) day, will have two (2) ten minute breaks, both of which will be on street time.
11. Hold down requests will be in writing and date stamped by management with the carrier receiving a copy.

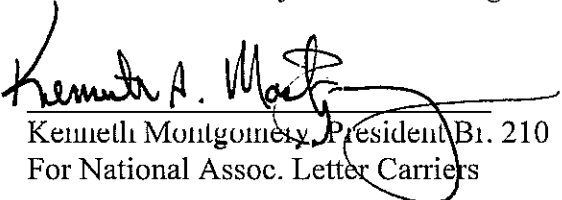
Hold down requests for scheduled vacancies (vacations) must be made prior to close of business the previous Tuesday. The hold-down will be awarded by seniority. If no requests are received by the Tuesday deadline any requests received after the deadline will be first come first served.

Vacancies of an unexpected nature, immediately available can be requested and filled by seniority by close of business the day after the vacancy is known. Requests filed in same manner as above.

*The forgoing provisions constitute the entire Agreement between the parties regarding the subject of Local Negotiations set forth in Article XXX, Section B of the 2019 - 2023 National Agreement.*

*"This Memorandum of Understanding is entered on May 11, 2021, at Webster, New York, between representatives of the United States Postal Service, and the designated agent of the National Association of Letter Carriers Branch #210, pursuant to the Local Implementation Provision of the National Agreement"*

  
Raymond Lelmer, /Postmaster  
For the United States Postal Service

  
Kenneth A. Montgomerie, President B1. 210  
For National Assoc. Letter Carriers