

**PENFIELD, NEW YORK 14526**

**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. Full and Part-Time employees in the Letter Carrier Craft shall be subject to all terms and conditions of this Memorandum of Understanding between the United States Postal Service at Penfield, New York and Branch 210 of the National Association of Letter Carriers.

## ARTICLE VIII

### **- HOURS OF WORK -**

1. a. An "Overtime Desired List" will be established by section. Section is defined as a delivery zone.  
b. To assure that each employee is given equal opportunity to work overtime, a chart shall be posted in each section and employees shall be listed by seniority in each section, indicating opportunities for overtime. Any employee who, after being personally contacted, is unavailable shall be credited on the chart with the opportunities he would have had if available.  
c. Scheduling of overtime assignment on an equitable basis shall be determined and adjusted on a continuing basis, updated quarterly.  
d. A Full-Time Regular Carrier called into work on a non-scheduled day must be given their Full-Time duty assignment even though assignment is usually worked by a Utility Carrier on the Full-Time Regular Carrier's non scheduled day.
2. Work Schedules shall be posted by Wednesday 4pm of the previous week. Holidays will be posted by Tuesday of the previous week.
3. All Carriers will be on work schedules as follows:
  - a. All Full-Time Regular routes shall be on a rotating day off schedule, with the work week running from Saturday through Friday, with no Full-Time route starting later than 7:45 am with the exception of Router positions
  - b. Requests to exchange non-scheduled work days, when submitted in a timely manner on from 3189 shall be granted whenever possible.

4. Article VIII, Section 9 provides reasonable wash-up time for a letter carrier who performs dirty work. It is the position of the U. S. Postal Service that any carrier should be granted such time as is reasonable and necessary for washing up after performing dirty work or incident to personal needs as currently established. Said time to be recorded on form 1838 at the time of count and inspection.

## ARTICLE X

### - LEAVE -

1. a. No later than November 1st of each year, Management will notify all Carrier Craft employees of the beginning date of the new leave year. Management shall also furnish the Union with a copy of the Federal Calendar for the next year as soon as it becomes available. The Union shall hold a meeting for all members of the Carrier Craft during the 1st week in January for the purpose of selecting vacations during the vacation period. Applications resulting from this selection shall be submitted to Management in duplicate on Form 3971. Approved or Disapproved duplicates of such applications shall be returned to Carriers.
- b. Letter Carriers on Jury Duty or attending National or State Conventions during the choice period shall be eligible for another available period within the choice vacation period.
2. a. Annual Leave shall be granted in increments of hours, units and days.
3. The leave week during the vacation period shall be Monday through Sunday.

Category A - From the first day of the leave year through the last week in April two (2) Carriers per week will be excused for vacations in delivery zone 14526.

Category B - PRIME TIME - From the first week in May through the last week in September fourteen (14) percent of the Carriers per week will be excused for vacation, point .5 and above will be rounded to the next higher number in delivery zone 14526.

Category C - From the first week in October through the last week in November two (2) Carriers per week will be excused for vacation in delivery zone 14526

4. Carriers, at their option, may request one (1) or two (2) selections during the choice vacation period in units of either one (1) or two (2) weeks on their first choice, in accordance with leave earned annually. Carriers may pass up a choice; however, they shall be given the opportunity by seniority to fill any vacant vacation periods during the choice period.
5.
  - a. Carriers requesting Annual Leave outside the choice period other than as in Section 1 must submit form 3971 not more than 45 days in advance. Management will reply, indicating approval or disapproval, within five (5) working days following submission of Form 3971. These rules will apply but are not limited to, weddings, graduations, extended trips, etc., where advance planning is necessary. Supervisors will date Form 3971 when the request for leave is made. The earliest dated request/requests shall be honored in numerical order when sufficient replacements are not available to grant all requests.
  - b. At no time will the notification of approval or disapproval of Annual Leave exceed 5 days (Holidays, Sundays and non-scheduled days are not included) after the Supervisor of a Letter Carrier has been physically handed the leave application by the employee. This applies only in cases where the employee has applied for leave at least one week in advance of the leave requested. Approval or disapproval will be given as soon as possible.
6. In the event Annual Leave will not be taken, Supervisor shall be notified fourteen (14) days in advance, at which time Supervisor shall post said period.
  - a. No Carrier will be called in to work while on Annual Leave.
  - b. Military Leave will not count as part of a Carrier's selection for the choice period nor will it count against the Branch #210 quota for the choice period.
7. Previously chosen vacation scheduled shall be posted on each section bulletin board one (1) month in advance of schedule. New openings shall be posted for one (1) week as they become available.
8. 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 10.3 of this Local Agreement, provided that any agreed percentage or fixed number for prime time and non-prime time is based on the career complement 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.

## ARTICLE XI

### **- HOLIDAY SCHEDULING -**

1. Method of selecting employees for Holiday work.
  - A. CCA's
  - B. Part-Time Flexibles
  - C. Overtime Desired (Non-Schedule)
  - D. Non-Scheduled (Non-Volunteer)
  - E. Volunteers (Designated Holiday)
  - F. Designated Holiday (Non-Volunteer)

## ARTICLE XII

### **- POSTING -**

1. Vacancies on newly established duty assignments will be posted within five (5) working days for ten (10) working days.
2. Bidding will be done by seniority on an installation wide basis, with time and date mutually agreed upon by Union and Management.
3. When the starting time of any Letter Carrier Route is changed by more than one hour, the route will not be reposted for bid.
4. When a route is posted for bid the successful bidder will assume the non-schedule day of the bid assignment.
5. Management will notify those Letter Carriers who are on leave(Annual, Sick, OWCP, etc.) of the date and time of bidding.
6. Letter Carriers unable to attend the bidding procedure will be allowed to submit a proxy bid. Proxy bids must have duty assignments listed in order of preference.
7. A copy of all posted notices affecting the Letter Carrier Craft shall be sent to the President of Branch #210.
8. An assignment shall be posted when the number of possible deliveries are changed by 40%.

9. When it is necessary to assign letter carrier employees out of their section, it must be accomplished in the following manner:

- a. City Carrier Assistants
- b. Part-time flexible employees.
- c. Part-time regular scheduled employees.
- d. Full-time unassigned carrier.
- e. Full-time reserve carrier.
- f. Unassigned regular.
- g. Utility carrier.
- h. Regular carrier.

10. When a change arises necessitating the need to eliminate a letter carrier's route within a section, it must be accomplished in the following sequence:

- 1) Auxiliary route      2) Vacant route      3) Junior route

### **ARTICLE XIII**

#### **- LIGHT DUTY -**

1. Light duty assignments for qualified Carriers include the following:

- A. Setting up routes.
- B. Labeling Carrier cases.
- C. Providing coverage of suitable mounted routes.
- D. Providing coverage of suitable auxiliary routes.
- E. Express Mail Delivery
- F. Parcel Delivery

### **ARTICLE XIV**

#### **- SAFETY AND HEALTH -**

1. Management and the Union mutually agree to meet and discuss safety issues as necessary.

**ARTICLE XVI**

**- DISCIPLINE PROCEDURES -**

1. Management will apply Section 115 of the Handbook M 39 before any formal disciplinary action is taken against a carrier.

**ARTICLE XVII**

**- REPRESENTATION-ORGANIZATION'S RIGHTS-COMMUNICATIONS -**

1. Posted notices or communications issued by the employer to employees relating to policy or matters which affect the employees and/or the Letter Carrier Craft shall be furnished the Steward of Branch #210 prior to or at the time of issuance.
2. The Branch President and/or his designee, including designated Stewards, shall be afforded proper and due recognition by all Supervisory personnel and Management Officials at the Main Post in Penfield, New York in carrying out their duties, responsibilities, and obligations under this Memorandum of Understanding and the National Agreement.
3. The installation heads shall meet with the President and/or his designee at any time as may be necessary.
4. Stewards and Supervisors shall cooperate to the fullest extent in furthering the good of the service and the employees welfare by keeping employees currently informed of their rights and any change in policy or procedure by the method of periodic discussions on the workroom floor. Employees will be on the clock for the time necessary.
5. The Steward, Penfield, Branch #210 with his/her Supervisor's permission shall have the right to use of the Post Office telephone in the Post Office for the purpose of performing and engaging in Official Union duties and business related to the National Agreement and this Local Memorandum.

**ARTICLE XX**

**- PARKING -**

1. Management and the Union will meet as required to review the employees' parking problems at the Penfield Post Office.



ARTICLE XXIV

- LEAVE TO ATTEND UNION ACTIVITIES -

1. Annual Leave to attend Union activities requested prior to the determination of the choice vacation schedule will not be a part of the total choice vacation period. When any official N.A.L.C. activity occurs during the choice vacation period, Carriers scheduled to attend will be expected to make arrangements as soon as possible.

ARTICLE XLI

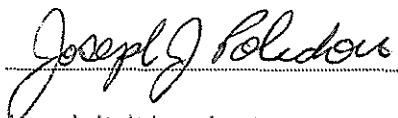
1. Hold down requests will be in writing and date stamped by management with the carrier receiving a copy.

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.

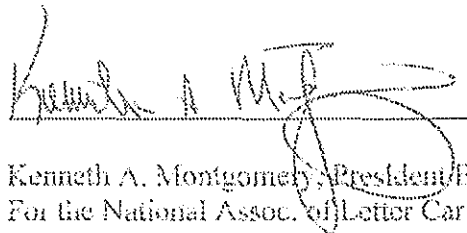
Vacancies of an unexpected nature, immediately available can be requested and filled by seniority by close of business the day after the vacancy is known. Requests filed in same manner as above.

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 2016- 2019 National Agreement.

This Memorandum of Understanding is entered on May 28, 2021 at Penfield, 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



Joseph Polidori, Postmaster  
For the United States Postal Service



Kenneth A. Montgomery, President Br. 210  
For the National Assoc. of Letter Carriers