ALBION, NEW YORK 14411

NATIONAL ASSOCIATION

OF

LETTER ÇARRIERS

- BRANCH # 210 - N.A.L.C.
MEMORANDA OF UNDERSTANDING

2019 2023

TABLE OF CONTENTS

ARTICLE	TITLE	<u>PAGE</u>
I	Union Recognition	1
VIII	Hours of Work	1
Χ̈́	Leave	2,3,4
XI	Holidays	4
XII	Principles of Seniority, Posting and Re-assignments	5
XIII	Assignment of Ill or Injured regular Workforce Employees	5
XLI	Letter Carrier Craft	6

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 Albion, New York and Branch 210 of the National Association of Letter Carriers.

ARTICLE VIII

- HOURS OF WORK -

- 1. All regular carriers will be on a rotating non-schedule day.
- 2. In the event a regular assigned carrier is requested to work on their non-scheduled work day, they shall be assigned to work on their own route. A Utility Carrier, who works on his nonscheduled day, shall be used to perform carrier work in their string of five routes. If no work is available to the utility carrier in their string, they shall be used to perform other carrier work.
- 3. When form 1621 indicates an increase or decrease in stops and deliveries on any route, it shall be given consideration for adjustment.
- 4. Article 8 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 Letter Carrier should be granted 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.
- 5. An overtime Desired List will be established by Section. Section is defined as a Station / Branch or Delivery Zone.

ARTICLE X

- LEAVE -

- 1. Vacation selection will be by office-wide seniority in the Letter Carrier Craft.
- 2. Weekly vacation period will commence on Monday and end on Saturday. Part-Time employees with a flexible schedule who are assigned Sunday duty will have a vacation week of Monday through Sunday.
- 3. Beginning date of the new leave year shall be the first day of the first full pay period of the calendar year.
 - A. The choice vacation period will consist of twenty consecutive weeks beginning with the third full week in May.

In addition to the above Thanksgiving week will also be considered a choice vacation week.

One Letter Carrier per week will be granted Leave during the Prime Vacation Period.

B. The non-prime vacation period shall begin on the first day of the leave year, through November, excluding the choice vacation period.

One Letter Carrier per week will be granted leave in the non-prime period.

C. 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 3 of this LMOU agreement.

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 Vacation selection during the choice period will be as follows:
 - A. For those employees entitled to ten (10) days, two selections of five (5) days, or one selection of ten (10) days by seniority.
 - B. For those employees entitled to fifteen (15) days:
 - 1. One selection of fifteen (15) consecutive days or two selections consisting of one selection of five (5) days and one selection of ten (10) consecutive days by seniority.

- 2. Employees entitled to fifteen days in the choice period will be permitted a third selection in the choice period, if no selection of ten (10) consecutive days is available.
- 5. There shall be no exchanging of vacation periods.
- 6. Any carrier with over 440 hours of annual leave at the beginning of the leave year must schedule sufficient time to cut his total time down to, or below 440 hours.
- 7. The selection of leave in accordance with the vacation program shall not preclude an employee from receiving leave in any period, when sufficient manpower is available in the craft.
- 8. Each employee shall have the right to defer up to a maximum of 440 hours of annual leave in any leave year.
- 9. Vacation selection schedule shall be certified and posted according to seniority upon completion of the bidding procedure.
- 10. Any employee who is called for Military Duty, Jury Duty, or is elected to serve as a delegate to a National Convention of his Union during his scheduled choice vacation period shall be granted a new selection in the choice vacation weeks available by the Postmaster.
- 11. Any regular employee with the necessary seniority shall have the right to use all of the vacation earned by him in any leave year governed by service requirements and this basic agreement.
- 12. Appropriate leave shall be given to employees in situations of personal emergency (i.e. death in the immediate family and accident).
- 13. Final date for submission of application for vacation periods shall be February 1st of each year.
- 14. Letter Carrier employees will not be called to report for duty on the non-scheduled workday, while they are in scheduled annual leave.
- Any employee selected for Jury Duty will be entitled to reasonable preparation time, prior to start of Jury Duty, and reasonable time after completion of Jury Duty.
- 16. In those instances where vacancies occur, through cancellation (s) or weeks are not completely filled at the conclusion of bidding those weeks, will be made available Unit Wide to Carriers who have sufficient leave. Requests for those weeks to be submitted on form 3971 to the Postmaster, where the leave will be granted on a strict seniority basis.

ARTICLE X

- LEAVE -

17. Carriers requesting incidental annual leave must submit form 3971 not more than 90 days in advance, unless pre-approved by P.M. and Steward. Station Supervisors will indicate on the form 3971 the date and time it was submitted. Management will reply within five (5) days following submission of form 3971. All incidental leave shall be granted on a first come, first served basis with seniority as a tie breaker if form 3971 was submitted on the same day.

ARTICLE XI

- HOLIDAYS -

- 1. Method of selecting employees for holiday work:
 - a. CCA's
 - b. Part-Time Flexibles
 - c. Volunteers (designated holidays)
 - d. Overtime desired (non-scheduled)
 - e. Non-Scheduled Non Volunteer
 - f. Designated Holiday Non Volunteer

ARTICLE XII

- PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS -

- 1. When it is necessary to assign Letter Carrier employees temporarily out of their installation, it must be accomplished in the following manner:
 - A. Auxiliary Route
 - B. Vacant Route
 - C. Junior employee
- 2. 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 be reassigned to any vacant assignment in their Utility Group or assigned to other Carrier work

ARTICLE XIII

- ASSIGNMENT OF ILL OR INJURED REGULAR EMPLOYEES -
- 1. All work not covered by a regular bid assignment will be available to light duty carriers, if qualified.
- 2. Duties to include, but are not limited to:
 - A. Special Delivery work
 - B. Collection Work
 - C. Trouble shooting in the Carrier Craft
 - D. Setting up routes
 - E. Labeling Carrier Cases
 - F. Provide coverage on suitable mounted routes
 - G. Provide coverage on auxiliary routes

ARTICLE XLI

- LETTER CARRIER CRAFT -

- 1. At each work location, management shall post all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more.
- 2. Full-time reserve, unassigned regular, full-time unassigned carriers and part-time flexible Letter Carriers, and CCA's may indicate their preference for such assignments in accordance with their seniority.
- 3. 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 directives and make a determination as to whether curtailment or termination of delivery services is necessary. In making such determination, the safety of a Carrier, the protection of Postal Service property, and other relevant facts will be given appropriate consideration.
- 4. Prior to taking action to curtail the mail, the employer will notify the Local Union of its decision and plan of implementation.

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 18,2021, at Albion, 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"

Jason Warren, Postmaster

For the United States Postal Service

Kenneth Montgomery, President Br. 210

For National Assoc. Letter Carriers