AVON, NEW YORK 14414-9998

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NATIONAL ASSOCIATION

OF

LETTER CARRIERS

.

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

MEMORANDA OF UNDERSTANDING

2019-2023

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<u>ARTICLE I</u>

- 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 Avon, 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-scheduled day. (Monday, Friday, Saturday) The wheels will rotate every three (3) weeks. When a carrier's non-scheduled day falls on a Monday holiday the carriers' non-schedule day will be Tuesday for that week only.
- 2. When Form 1621 indicates an increase or decrease in stops and deliveries on any route, it shall be considered for adjustment.
- 3. An "overtime" desired list will be established by section. Section is defined as a station/branch or delivery zone.
- 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.

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 dates of leave years:

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Beginning date of the new leave year shall be the first day of the first full pay period of the calendar year.

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ARTICLE X - LEAVE -

3. Category "A" - choice period - From the first full week in May to the last full week in September

Category "B" - The remainder of the year.

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- 4. Vacation selection during the choice period will be as follows, with one (1) letter carrier craft employee excused per week:
 - a. For those employees entitled to ten (10) days, two selections of five (5) days, or one selection of ten (10) consecutive days by seniority.
 - b. For those employees entitled to fifteen (15) days, one (1) selection of fifteen (15) consecutive days, or two (2) selections consisting of one (1) selection of five(5) days and one (1) selection of ten (10) consecutive days by seniority.
 - c. After all Career Carrier employees have made their selections for the prime time and nonprime 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 10.4 of this agreement, provided that any agreed percentage for prime time and non-prime time 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.

- 5. There shall be no exchanging of vacation periods.
- 6. Vacations are to be granted on a strict seniority basis.
- 7. Any carrier with over 440 hours annual leave at the beginning of the leave year must schedule sufficient time to reduce their total time down to, or below 440 hours.
- 8. Vacation selection shall be posted according to seniority
- 9. Appropriate leave shall be given to employees in situations of personal emergency. (i.e., death in the immediate family and accidents)
- 10. Vacation bidding will be completed no later than March 1st of each year.
- 11. Management will provide each carrier a copy, postmarked and signed by management, of each employee's approved scheduled leave within fifteen (15) days of the close of bidding.
- 12. Letter Carrier employees will not be called to report for duty on their non-scheduled workday, while they are on scheduled annual leave.

ARTICLE XI - HOLIDAYS -

1. When an employee's scheduled non-work day falls on a day observed as a holiday, except Monday holidays, the employees scheduled workday preceding the holiday shall be designated as that employee's holiday.

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.

<u>ARTICLE XLI</u> - LETTER CARRIER CRAFT -

1. Whenever an emergency 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. Prior to taking action to curtail the mail, the employer will notify the Union of its decision and the 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. Provided those proposals in dispute, which are up held in arbitration, shall be part of this Local Memorandum.

"This Memorandum of Understanding is entered on <u>May 3, 2021</u>, at Avon, 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"

Ming Chan, Postmaster For the United States Postal Service

Sumate A. Montgarreny

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

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