

PITTSFORD, NEW YORK 14534

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 of the Letter Carrier craft in the Pittsford, New York Post Office as per Article I of the National Agreement.
2. The definition of a Letter Carrier, as used in this agreement, is to include Routers as well as those performing normal Letter Carrier duties.

ARTICLE VIII

- HOURS OF WORK -

1. The members of the Letter Carrier Craft will operate on a rotating non-work day schedule.
2.
 - A. Employees desiring to work overtime shall place their names on either the "Overtime Desired" List or the "Work Assignment" List during the two weeks prior to the start of the calendar quarter, and their names shall remain on the list until such time as they remove their names from the list.
 - B. Employees may switch from one list to the other during the two weeks prior to the start of the calendar quarter, and the change will be effective beginning that new calendar quarter.
 - C. A copy of the lists will be given to the shop steward of the installation.
3. In order to ensure equitable opportunities for overtime, overtime hours and opportunities offered will be posted and updated weekly. .
4. Carriers desiring to be removed from the Overtime Desired List must notify the Supervisor, in writing, twenty-four (24) hours in advance.
5. Article VIII, Section 9, provides reasonable wash-up time for a Letter Carrier who performs dirty work. It is the position of the US Postal Service that any Letter Carrier should be granted such time as is reasonable and necessary for washing up after performing dirty work or as incident to personal needs as currently established.

ARTICLE X

- LEAVE -

1. Choice vacation periods will be as follows:

Category A - First day of the first full pay period in January through the last week of November.

Category B - The Month of December.

2. The number of Letter Carriers to be granted leave in the vacation periods will be as follows:

a. Category A - (14) fourteen % of the carrier work force with the 14% calculated based on the career complement

b. Category B - Beginning in the year 1997, bids for the weeks in the month of December will be accepted during the 1st week of November each year. The number of employees granted leave will depend on the availability of sufficient coverage, and determined by the Postmaster and the Steward.

c. Resulting fractions of 0.5 and above will be rounded to the next whole number

3. Weekly vacation period will commence on Monday and end on Sunday

4. Bidding for vacation shall be as follows:

A. All bidding will be conducted during the second week of December preceding each year, ending by the second Saturday of that December.

B. Stand-up bidding will be done in the swing room on dates mutually agreed upon by the USPS and the NALC of that week. Proxy bids will be accepted. The proxy bidder is solely responsible for submitting the bid for the absentee carrier. Failing to exercise seniority in selecting a vacation, the carriers shall lose their opportunity and shall be allowed to choose, by their seniority, only from the remaining selections available after either the first (1st) or second (2nd) round has been completed.

- C. On the first round of selection, those carriers with 20-36 days annual leave per year may bid up to three (3) weeks prime time. Those carriers with 13 days annual leave per year may bid up to two (2) weeks in prime time. All carriers must have sufficient leave to cover their bid vacation.
 - D. After the first and second round bidding has been completed, the choice period as stated, shall be considered terminated for the year.
 - E. The second round will be made in order of seniority, with a carrier being allowed to choose any amount of vacant spaces they so desire, provided they do not exceed their leave balance.
- 5. Vacation selection schedule shall be posted according to seniority with each employee receiving official notice of approved annual leave on Form 3971 upon completion of the bidding process. Said schedule shall be posted within seven (7) calendar days of completion of the bidding process.
 - 6. 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.
 - 7. Requests for scheduled leave will be passed to the employee's immediate supervisor. These requests should be on Form 3971 and must be submitted not more than thirty (30) work days or less than ten (10) work days prior to the posted work schedule. Approval or disapproval of these requests will be made in writing and returned to the employee within seven (7) work days of the requested leave date. Approval of such leave shall be based on a first come first serve basis, with seniority being used as the tie breaker if more than one (1) request is submitted on the same day.
 - 8.
 - A. The installation head shall grant one (1) delegate time to attend Conventions. Convention week(s) will not be considered as part of the quota of carriers off during the choice vacation period. No more than one (1) week per year shall be granted for conventions. Every effort will be made to grant leave to those employees who are delegates to pay rallies or functions of a similar nature at the State or National level. Delegates said leave shall not be counted as time in the prime time vacation period.
 - B. Employees who are elected to the National or State Conventions, when these conventions fall on their choice vacation period, shall be granted a new vacation selection in the choice vacation weeks by the Postmaster.
 - C. Any employee who is called for Jury Duty or Military Duty during their scheduled choice vacation period will be granted a new vacation selection in the choice vacation weeks available by the Postmaster. Jury Duty or Military Duty will not be considered as part of the quota of carriers off during the choice vacation period.

- D. Employees will make every effort to notify their supervisor of pending Military Leave as soon as possible.
- 9. Every effort will be made to accommodate an employee transferred from another installation after the choice vacation period has been posted.
- 10. A. When a choice vacation period is canceled, the week(s) will be reposted for six (6) working days. Eligible Bidders will first be those carriers who had no opportunity to bid a vacation in the choice period, and then any transferred employee can bid. Approval will be based on seniority.
- B. Requests for cancellation must be submitted a least twelve (12) work days prior to the granted week(s).
- 11. No carrier will volunteer or be called to work while on annual leave.
- 12. 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 10.2 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.

ARTICLE XI

- HOLIDAY SCHEDULING -

- 1. A. Holiday assignments shall be reviewed by Union the Monday prior to the Holiday posting.

- B. The following method of selecting regular and part-time carriers who must work their holiday will be used:
1. Assign City Carrier Assistants to the maximum extent possible even if overtime is necessary.
 2. Assign part-time flexible to the maximum extent possible even if overtime is necessary.
 3. Call in full-time regular, volunteers, designated Holiday, by seniority for straight time wages for work performed up to eight (8) hours and overtime beyond that.
 4. Call in full-time regular, non-scheduled volunteers to the maximum extent possible.
 5. Call in full-time regular, non-scheduled, non-volunteers by inverse seniority as needed.
 6. Call in full-time regulars, designated Holiday, non-volunteers by inverse seniority for straight time wages for work performed up to eight (8) hours and overtime beyond that.

ARTICLE XIII

- LIGHT DUTY/ LIMITED DUTY -

**Light Duty - Employees injured off the clock.
Limited Duty - Employees injured on the clock.**

1. Light Duty requests shall be reviewed and approved or disapproved by the Postmaster.
2. All work not covered by a regular bid assignment will be available to light duty carriers, if qualified, and within their restrictions.
3. Duties to include, but not limited to:
 - A. Express Mail Delivery work.
 - B. Setting up routes.
 - C. Labeling carrier cases.
 - D. Updating 3982 Forms as needed.
 - E. Providing coverage on suitable mounted routes.
 - F. Providing coverage on suitable auxiliary routes.

Every effort will be made to put limited duty people to work at a light duty assignment, according to their restrictions.

4. The light duty employee's tour hours, work location and basic work week shall be those of the light duty assignment and the needs of the service, whether or not the same as for the employee's previous duty assignment.

ARTICLE XIV

- SAFTEY & HEALTH -

1. During periods of hazardous weather conditions when Federal, State or Local authorities declare, through the media, that an emergency exists for vehicular traffic, the Union must be notified at once of what measures will be taken to protect the employee's health and welfare.

ARTICLE XVII

- REPRESENTATION -

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

ARTICLE XLI

- SENIORITY - POSTING & BIDDING -

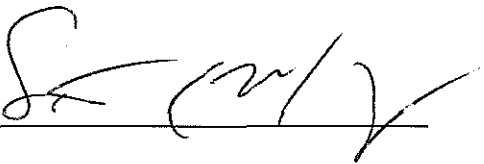
1. A. Posting and bidding for duty assignments and/or changes in the fixed non-work days will be by installation.
B. When the starting time of any Letter Carrier route is changed by more than one hour, the route will not be posted for bid.
2. Bidding for vacant assignments will be restricted to the Letter Carriers of the installation in which the vacancy occurs, with seniority as the determining factor.
3. The senior applicant for a vacant assignment shall be placed in the new assignment the Saturday following the conclusion of the bids unless on leave. A December bid will be placed on the new assignment on the first Saturday of January.
4. A. The successful bidder shall have retreat rights to his prior assignment. The successful bidder will not be permitted to retreat to a former duty assignment for three (3) working days. Retreat rights not exercised by the start of tour on day three (3) will result in loss of retreat rights. If retreat rights are exercised, the next successful applicant shall be placed on the job following day three (3).

- B. Successful bidders for posted vacant assignments shall accept non-work days that accompany the new assignment.
5. Utility assignment vacancies and router positions are to be posted and bid for in the same manner and subject to the same provisions as provided in this Article Sec. 1-4.
 6. All employees on leave in excess of the ten day posting may contact the steward or the 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 notice affecting the Letter Carrier Craft shall be sent to the President of the Branch.
 8.
 - A. 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. Vacant assignments means; any route not covered by the regular carrier. If there is more than one route available, the utility has the first choice. If no vacancy exists in the utility group, the utility can be assigned to another vacant route or other carrier work within the installation.
 - B. On a call-in, should it be impractical to assign a full-time regular to his bid duty assignment, other duties may be assigned as practical, For instance, when a regular is called in later in the day, it may not be practical t do their own job.
 9.
 - A. Management shall post all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more.
 - B. Full-time reserve, unassigned regular and part-time flexible Letter Carriers may indicate their preference for such assignments according to seniority upon written application.
 - C. A part-time flexible on such a vacant assignment shall not be arbitrarily re-assigned, except when bumped by the regular utility. The installation Steward or designee shall be present at the time bids are opened.
 - D. Failure to bid by 9:00 AM on Tuesday, for the following week, will result in the loss of bid rights for that week. Remaining vacancies will be filled by management assigning a part-time flexible.
 10. When a change arises, necessitating the need to eliminate a Letter Carrier's duty assignment within a section, it must be accomplished in the following manner:
 - A. Auxiliary Route
 - B. Vacant Route
 - C. Junior employee Route/Router

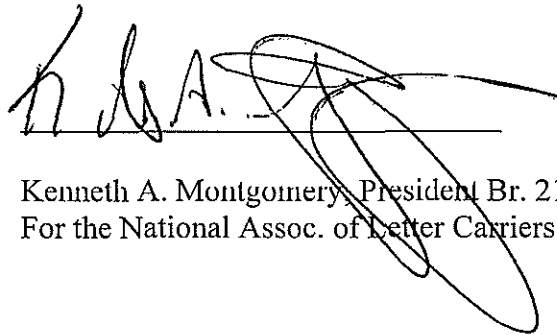
11. When it is necessary to assign Letter Carrier employees out of the office, it must be accomplished in the following manner:
- A. City Carrier Assistants
 - B. Part-time Flexibles
 - C. Part-time Regular Schedule Employees
 - D. Junior Regular without bid
 - E. Junior Regular with bid
 - F. Unassigned Regular Carrier
 - G. Utility Carrier
 - H. Regular Carrier
12. Should it become necessary to assign bid Router Carriers to work other duties, assignment will be made in the following order:
- A. Volunteers
 - B. Junior Employees

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 5/26/2021, at Pittsford, 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"



Scott McKay, Postmaster
For the United States Postal Service



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