

NEWARK, NEW YORK 14513

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 Newark, 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 fixed non-scheduled 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 their own route; A Utility Carrier T-6 who works on their non-scheduled day, shall be used to perform work on their string of five routes. If no work is available to the Utility Carrier in his string, they shall be used to perform other Carrier work.
3. When form 1621/Edit Sheets indicate an increase or decrease in stops and deliveries on any Route, it shall be given consideration for adjustment.
4. Each Carrier and the Union Steward, will be allowed to review Forms 1838, 1838A, 3999, 3996,1571 and other pertinent information that is part of the record of the Carriers Route performance whenever proficiency is in question, or when a Route Adjustment is in dispute.

## 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. The choice vacation period will be from the first full week in February thru the first week in December (Meaning last week starting in the month of November).

ARTICLE X

- LEAVE -

4. The nine (9) week period noted is PP 15, 16, 17, 18 and the first week of PP 19 of each leave year commencing 2018 provided Labor Day does not fall in the first week of PP 19. If Labor Day falls within week one of PP 19, then the last week of PP 14 will be part of the nine week period.

For the nine (9) week period noted, a total of two (2) carriers will be granted annual leave. For the remaining choice vacation weeks, one (1) carrier shall be granted leave per week.

5. Vacation selection during the choice period will be as follows: (1st round)
- 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:
- 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.
6. In the 2nd round of bidding, each Carrier then bids one (1) week according to seniority.
7. A 3rd and 4th Round of bidding, if necessary, will follow in the same manner until all eligible carriers have taken the remaining weeks or there are no Carriers left bidding.

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 4 of this agreement, provided that any agreed percentage or fixed number 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.

8. A Carrier not requesting additional weeks or having accrued enough vacation time after any of the above rounds, will pass in each succeeding round.

9. Carriers may only turn in unused weeks and this must be done (15) days prior to the start of the scheduled vacation. Management will then post these weeks for any other interested Carriers to select according to their seniority. A selection of an entire week will prevail over selected days. When (15) days' notice is not given, Management will have the discretion to allow or decline requests submitted on Form 3971.
10. The selection of leave in accordance with the vacation program shall not preclude an employee from receiving leave in any period, when sufficient staffing is available.
11. There shall be no exchanging of vacation periods.
12. Any carrier with over 440 hours annual leave at the beginning of the leave year must schedule sufficient time to cut his total time down to, or below, 440 hours. Management will monitor this also.
13. Each employee shall have the right to defer up to the maximum of 440 hours annual leave in any leave year.
14. Vacation selection schedule shall be certified and posted according to seniority upon completion of the bidding procedure.
15. Any employee who is called for military duty, jury duty or is elected to serve as a delegate to a National or State Convention of their Union during their scheduled choice vacation period shall be granted a new vacation selection in the choice vacation weeks available by the Postmaster.
16. Any regular employee with the necessary seniority shall have the right to use all of the vacation earned by them in any leave year, governed by service requirements and this basic agreement.
17. Appropriate leave shall be given to employees in situations of personal emergency ( i.e., death in the immediate family and accidents )
18. Final date for submission of applications for the vacation period shall be January 31st of each leave year.
19. Letter Carrier employees will not be called to report for duty on the non-scheduled workday, while they are on scheduled annual leave.
20. Any Carrier called for Jury Duty will be allowed to change their work schedule in order to conform to their Jury schedule. Such request must be agreed to by Local Union & Management.

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 List (non-scheduled)
  - e. Non-Scheduled - Non-Volunteer
  - f. Designated Holiday - Non-Volunteer

ARTICLE XII  
- PRINCIPLES OF SENIORITY, POSTING, AND REASSIGNMENTS -

1. 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 (T-6) will be reassigned to any vacant assignment in their string of 5 routes or assigned to other Carrier work within the installation, if practical.
2. When a change arises, necessitating the need to eliminate a Letter Carrier's Route, it must be accomplished in the following sequence:
  - A. Auxiliary Route
  - B. Vacant Route
  - C. Junior Carrier Route

ARTICLE XIII  
- ASSIGNMENT OF ILL INJURED REGULAR WORKFORCE EMPLOYEES -

1. All work not covered by a regular bid assignment will be available to light duty carriers, if qualified.

Duties to include:

- A. Special Delivery Work
- B. Collection Work
- C. Trouble Shooting in Carrier Craft
- D. Setting up Routes
- E. Labeling Carrier Cases
- F. Provide coverage on suitable mounted routes
- G. Provide coverage on suitable auxiliary

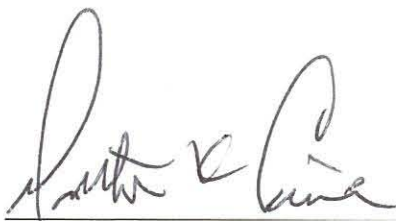
ARTICLE XLI

- LETTER CARRIER CRAFT -

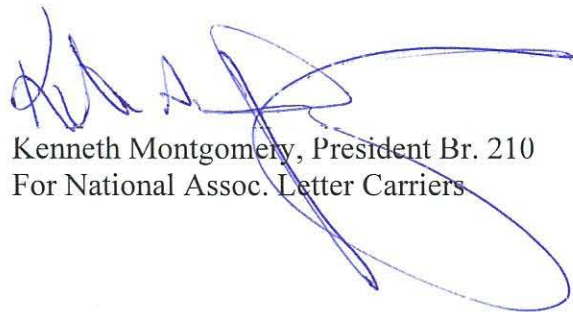
1. Management shall offer all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more.
2. Full-Time Reserve, Unassigned Regular, Full-Time Unassigned Carrier and Part-Time Flexible Letter Carriers and eligible CCA's may indicate their preference for such assignments in accordance with their seniority.
3. 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.*

*"This Memorandum of Understanding is entered on May 18, 2021, at Newark, 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."*



Matt Caine, Postmaster  
For the United States Postal Service



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