SPENCERPORT, NEW YORK 14559

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 Spencerport, 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.
- 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 who works on their non-scheduled day, shall be used to perform work in their string of five (5) routes. If no work is available to the utility carrier in their string, they shall be used to perform other carrier work.
- 3. When the class 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, 1838-A, 3999, 3996, 1571 and other pertinent information that is part of the record of the carrier's route performance whenever the carrier's proficiency is in question, or when a route adjustment is in dispute.
- 5. An overtime desired list will be established by section. Section is defined as separate delivery zones.

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ARTICLE X

- LEAVE -

- 1. Vacation selection will be by section-wide in the Letter Carrier Craft. Section is defined as a delivery zone.
- 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 leave years:

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

The choice vacation period will consist of prime-time weeks beginning with the second (?nd) full week in May thru the end of Labor Day week

In addition to the above, February Recess, Easter and Thanksgiving weeks will also be considered choice vacation weeks. Remainder of year will be designated as Non-Prime.

Two Letter Carriers per week shall be granted leave during the prime-time weeks including Thanksgiving and Easter weeks and one letter carrier per week shall be granted leave during the non-prime weeks in delivery zone 14559.

- 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) consecutive days by seniority.
 - B. For those employees entitled to fifteen (15) days:
 - b-1- One selection of fifteen (15) consecutive days or two selections consisting of one selection of five (5) days and on selection of ten (10) consecutive days by seniority.
 - b-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 annual leave at the beginning of the leave year must schedule sufficient time to reduce their 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 staffing is available.
- 8. Each employee shall have the right to defer up to the maximum of 440 hours 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 selected to serve as a delegate to a National Convention of their Union during their scheduled choice vacation period shall be granted a new selection of 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 them 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 accidents)
- 13. Final date for submission of applications for vacation periods shall be January 15th of each year.
- 14. Letter Carrier employees will not be called to report for duty on the non-scheduled workday, while they are on scheduled annual leave.
- 15. Any carrier called for jury duty will be allowed to change their work schedule in order to conform to their jury schedule. Such requests must be agreed to by the local union.
- 16. After all Career Carrier employees have made their selections for the primetime 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 Article 10.3 of this Local 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.

ARTICLE XI

- HOLIDAYS-

1. Method of selecting employees for holiday work:

- a. Part-Time Flexible
- b. Volunteers (designated holidays)
- c. City Carrier Assistants
- d. Overtime desired (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 will be assigned to any vacant assignment in their Utility Group 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 OR INJURED REGULAR 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 routes

ARTICLE XLI

- LETTER CARRIER CRAFT -

- 1. 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 carriers 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 (2021, at Spencerport, 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"

Christine Iacuzza, Postmaster For the United States Postal Service

Kenneth A. Montgomery, President National Association of Letter Carriers

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