

CANANDAIGUA, NEW YORK 14424

AND

FARMINGTON, NEW YORK 14425

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 Canandaigua, New York Facility, and the Farmington, New York Facility 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 except those duty assignments currently established with a fixed non-scheduled day off.

All newly established routes will have fixed non-scheduled days until such time as the unit is comprised entirely of five (5) route wheels. Subsequent routes will then be assigned rotating days off.

2. In the event a regular assigned carrier is requested to work on his/her non-scheduled workday, he/she shall be assigned to work his/her own route; a utility carrier who works on his/her non workday, shall be used to perform carrier work in his/her string of five routes. If no work is available to the utility carrier in his/her string, he/she shall be used to perform other carrier work in accordance with Article 12, Section 3 of the local memoranda.

3. If no work is available for the part-time flexible employee at the Canandaigua Post Office, they will be made available to the surrounding areas where the need exists. They will be recalled to the Canandaigua Post Office immediately upon craft availability by seniority.

4.     a. Collection schedules for part-time flexible employees will be posted for week-ends and/or holidays will be on an alternating basis.
- b. If the employee is not available for scheduled week-end and/or holiday collection, said employee will pick-up his replacement's next scheduled week-end and/or holiday collection.

ARTICLE VIII

- HOURS OF WORK -

5. When the Postmaster or his/her designee is notified prior to inspection of his/her unit of the program for the inspection of routes under his/her jurisdiction, Branch #210 - NALC shall be given a copy of this notice at the same time.
6. The overtime desired list will be established by section. "Section" is a zip code..
7. 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 such time as is reasonable and necessary for washing up after performing dirty work or incident to personal needs as currently established. Said time, if used during a mail count, will be recorded on 1838-C, line 21.

ARTICLE X

- LEAVE -

1. Vacation selection(s) will be by Unit-Wide seniority.
- a. Prime and Non-Prime selections will be bid in units of FULL WEEKS.
  - b. Notice of upcoming carrier vacation bid night shall be posted two (2) weeks prior to the designated night.
  - c. Vacation bids will be held on the first (1st) Monday following Election Day preceding each leave year. Bidding will commence at the end of tour.
  - d. PROXY BID: (by seniority standing)

Any letter carrier unable to affect his/her personal vacation choice(s) on the bid night, shall be permitted to submit a proxy bid. The proxy must clearly indicate the choice(s) for full weeks..... prime and non-prime time.

ARTICLE X

- LEAVE -

d. PROXY BID: continued

If no proxy is submitted, the employee(s) by their seniority will be allowed to choose only from the remaining available selections following the conclusion of the bid night.

All Annual Leave bidding (under this category, Proxy ) will close within two (2) working days following the bid night.

2. Weekly vacation period for prime or non-prime time will commence on Monday and end on Sunday. Part-Time employees with a flexible schedule who are assigned Sunday duty will have a vacation week of Monday thru Sunday.

3. Miscellaneous Leave Requests: (2 days or more )

Non-Prime time requests may be submitted following the close of bid process. Requests will be on a first come first serve basis. If a tie.....seniority prevails.

a. Single (1) day off will be requested no more than two (2) weeks before the leave day. If a tie.....seniority prevails.

4. Beginning Dates of Leave Years:

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

Prime vacation period will begin the first full week in January following the Martin Luther King Jr holiday and will continue through the first two weeks of deer season. Fifteen percent (15%) will be permitted off, with the 15% being calculated from the career complement.

5. Vacation selection during the Prime-Time Period will be as follows:

a. On the first round of selection, those carriers with 20-36 days of annual leave per year may bid up to three (3) weeks prime time. The carriers not in the 20-36 day category, including CCA's, may bid up to two (2) weeks in the prime

b. On the second round, carrier are allowed to choose any amount of vacant spaces they so desire, provided they do not exceed their leave balances.

\*\* All carriers must have sufficient leave to cover their bids. Careers will bid in Seniority order and CCA's will bid in Relative standing order.

ARTICLE X

- LEAVE -

- 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 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.

6. There shall be no exchanging of vacation periods.
7. Any carrier with over 440 hours annual leave at the beginning of each leave year must schedule sufficient time to cut his/her total to, or below 440 hours.
8. 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.
9. Vacation calendar will be posted showing annual leave schedule.
10. If there are remaining vacancies in prime and or non-prime time weeks, carriers will be allowed to select additional weeks providing they have sufficient annual leave balance.
11. Any vacancy which should occur fifteen (15) days prior to scheduled annual leave due to retirement, promotion, separation, etc. must be posted for bid.
12. Cancellation of annual leave must be submitted in writing to the Postmaster or his/her designee. All cancellations of annual leave in the prime vacation period must be submitted three (3) weeks prior to the start of such leave. When three (3) weeks prior notice is received, this canceled vacation is to be reposted for five (5) days and awarded to the senior eligible bidder who had no opportunity to bid said week(s).

ARTICLE X

- LEAVE -

12. Continued:

The steward or his/her designee will be notified of the cancellation. Notice of the cancellation will be sent to the Branch Office by the NALC Union Steward

Bidder will be chosen by seniority, with priority given to those eligible employees who had no opportunity whatsoever to bid vacation in the Prime-time period.

13. Request for incidental leave will be submitted in writing in duplicate on Form 3971 to the immediate supervisor. One (1) copy signed by the carrier's immediate supervisor, to be returned to the carrier upon submission of the request. Approval or Disapproval of these requests will be in writing and returned to the carrier within five (5) days after receipt. If no written response is given to the carrier within five (5) working days, the leave request will be considered approved.

14. Requested extended vacation in the Prime Period shall be submitted in writing thirty (30) days in advance, to the Postmaster or his/her designee for consideration. This pertains to leave which may be requested and approved beyond contractual obligations.

15. Any extended vacation cancellation shall be for the entire extended vacation.

16. The Postmaster shall grant leave to those employees who are delegates to pay rallies, State or National Convention etc. subject to service needs.

17. Any employee who is called for military duty or jury duty during his/her scheduled choice vacation period shall relinquish the original annual leave selection and be granted a new vacation selection in the prime-time vacation weeks available by the Postmaster.

18. Any regular employee with the necessary seniority shall have the right to use all of the vacation earned by him/her in any leave year governed by service requirements and this basic agreement.

19. Every effort will be made to grant the appropriate leave when an unanticipated personal emergency or other circumstance occurs of an urgent nature. Should a question arise concerning the leave granted, the two parties, NALC Union Steward and USPS representative will consult.

20. Notice shall be given of scheduled dental appointments, physical and medical examinations at least one week in advance of the scheduled appointment.

ARTICLE X

- LEAVE -

21. Employees will make every effort to notify their supervisor before 2PM the day prior to their return to work.
22. A letter carrier's absenteeism record shall not be judged solely by his/her sick leave balance.
23. The Union must be furnished a list of those employees not having bid opportunity for vacation in the prime-time period.
24. Letter Carrier employees WILL NOT BE CALLED to report for duty while on scheduled annual leave unless all other options have been exhausted.

ARTICLE XI

- HOLIDAYS -

1. Method of selecting employees for Holiday work:
- a. Full time Volunteers (designated holiday)
  - b. City Carrier Assistants
  - c. Part time Flexible's
  - d. Full Time Volunteers (non-scheduled)
  - e. Full Time Non-Volunteer (Non Scheduled)
  - f. Full Time Non-Volunteer (Designated Holiday)

2. Method of assigning:

Extra effort will be made by those Postal supervisors charged with the duty of filling holiday coverage so as it is assured that all Letter Carriers with a Monday-Friday work schedule, including those carriers who are on temporary detail are scheduled to work prior to scheduling a letter carrier who is on his/her holiday or designated holiday.



ARTICLE XII

- PRINCIPLES OF SENIORITY, POSTING AND RE-ASSIGNMENTS -

1. A. When it is necessary to assign letter carrier employees out of their Section/Unit as noted below it must be accomplished in the following manor.
- B. Casuals, part-time flexible schedules, part-time regular schedule employee, unassigned full time carrier, full-time reserve letter carriers, unassigned regular carrier, utility carrier and regular carrier.
- \*\*\*\* This would not preclude involuntary re-assignment under the provisions of Article 12, for the following.
- C. Unassigned regulars who have had their assignment eliminated will remain in their unit until they have an opportunity to bid another assignment.
2. When a change arises, necessitating the need to eliminate a letter carrier's route within them Canandaigua, Post Office it must be accomplished in the following sequence:
1. Auxiliary Route      2. Vacant Route      3. Junior Employee Route
3. When a regular, utility carrier is excessed from his scheduled assignment, he shall select any vacant route in his group. If no vacancy exists, he will be re-assigned in accordance with the sequence for re-assignment; as provided in Section 1-B.

ARTICLE XIII

- ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES -

1. All available work in the      Post Office not covered by a regular bid and all duties now assigned and being performed as light duty assignments are recognized as light duty assignments for members of the letter carrier craft. Management will make all efforts to grant employees light duty on a temporary assignment in the craft whenever possible.
2. A. Every effort will be made to provide permanent light duty positions for permanently disabled letter carriers. These positions will consist of duties within the unit.

### ARTICLE XIII

#### - ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES -

2. B. In accordance with the National Agreement and when appropriate, light duty assignments for qualified carriers may include;
- a. setting up routes
  - b. labeling carrier cases
  - c. providing coverage of suitable mounted routes
  - d. providing coverage of suitable auxiliary routes.
3. Management will be available to consult with the President of Branch 210 to determine future assignment to be performed as light duty assignments in the letter carrier craft.

### ARTICLE XLI

#### - LETTER CARRIER CRAFT -

1. A. Vacancies on newly established duty assignments will be posted within five (5) working days for ten (10) working days.
- B. Fixed schedule non-workdays will be posted with the existing duty assignment. Letter carrier duty assignments will not be posted when there is a change of more than one (1) hour in starting time.
2. Route bidding will be posted at all units of the Canandaigua Post Office by the carriers end of tour within five (5) days listing the appropriate carrier duties for a ten (10) day period.
3. Carriers failing to use their seniority to bid established duty assignments will be assigned in accordance with Article 41 Section 1-A-7 with the assignments commencing with the junior most carrier.
4. All regular duty assignments in the Letter Carrier Craft shall be made and bid for by seniority on an installation wide basis.
5. A. Management shall post all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more via the calendar method.
- B. Full-time reserve, unassigned regular, unassigned full-time carrier, part-time flexible letter carriers, and eligible CCA's may indicate their preference for such assignments in accordance with their seniority


ARTICLE XLI

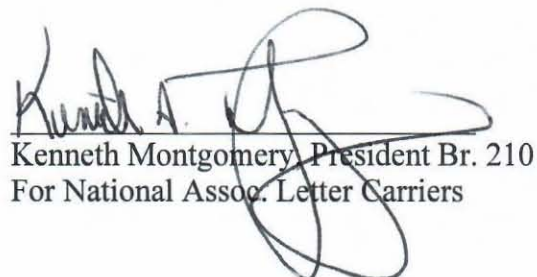
- LETTER CARRIER CRAFT -

6. 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, then protection of Postal Service property and other relevant facts will be given appropriate consideration.
7. Procedures to be followed when the installation head has decided to curtail or terminate delivery services after carriers have left on the routes;
- a. Management will make every reasonable attempt to contact local radio and television stations requesting them to announce instructions to carriers, and also requesting the public to convey the message to all carriers.
  - b. Management will not be responsible for erroneous unofficial information.
8. Those letter carrier employees who are on the official Regular seniority roster excepting those who are on "permanent light duty" are eligible to cast a bid for vacant duty assignments.
- Temporary assignment to limited/light duty or a temporary suspension of ones SF-346 Government Driver's License will not prohibit one from casting a bid.

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 11, 2021, at Canandaigua, 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"

  
William Hulbert, Postmaster  
For the United States Postal Service

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