

FAIRPORT, NEW YORK 14450

NATIONAL ASSOCIATION

OF

LETTER CARRIERS

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

MEMORANDA OF UNDERSTANDING

2019-2023

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ARTICLE I

- UNION RECOGNITION -

SECTION I

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 Fairport, New York and Branch 210 of the National Association of Letter Carriers.

ARTICLE VIII

- HOURS OF WORK -

1. All Letter Carriers will be in proper Uniform at the time of Clocking in to begin their official duties and take their positions at the Letter Carrier Cases.
2. Scheduled day off. All regular full-time Letter Carriers will be on a rotating non-scheduled day.
3. Overtime desired list will be established by Section.
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.
5. A committee of Two (2) Union Representatives and Two (2) Representatives of Supervision will review proposed adjustments before these adjustments are placed in effect. These proposed adjustment meetings are to be held at the Fairport Post Office that is being adjusted.
6. When Class Edit Sheets indicate an increase or decrease in stops and deliveries on any route, it shall be given proper evaluation and necessary adjustment.
7. When a route adjustment is in dispute and or the (Carriers) proficiency is questioned the Letter Carrier involved and upon request will be allowed to review Forms, 1838, 1838-A, 3999, 1571 and all other pertinent information that is part of the route performance record.

ARTICLE X

- LEAVE -

1. Vacation selections to be by Office-Wide Seniority.
2. A leave year is defined as the year beginning with the first day of the first complete pay period in a calendar year and ending on the day before the first day of the first complete pay period in the following calendar year.
3. Vacation Bidding will be held on the First (1st) Monday of December proceeding each leave year, bidding to commence at 5:00PM.

Category "A" January through the second full week in May.

Category "B" Prime Time: From the third full week in May through the second full week in September.

Category "C" Prime Time: Will also include;

1. The week of Fairport "February" School Recess.
2. The week of "Easter" Recess beginning with the Monday immediately following Easter Sunday.
3. The week of "Thanksgiving".
4. Opening week of Deer Season.

Category "D": From the third full week in September through the last full week in November (Excluding Thanksgiving week and the opening week of Deer Season).

In accordance with section II, Page 2, the following percentages relative to excused carriers for vacation will apply.

4. Fifteen (15%) of the Letter Carrier Work Force will be granted Annual Leave during the PRIME TIME VACATION period beginning the third (3rd) full week in May through the Second (2nd) full week in September.

ARTICLE X

- LEAVE -

5. Eleven (11%) of the Letter Carrier work force will be granted Annual Leave during additional PRIME-TIME VACATION exclusively for the weeks of:
 - a. Fairport February School Recess.
 - b. Easter Recess beginning the Monday immediately following Easter Sunday.
 - c. Thanksgiving Week.
 - d. Opening week of Deer Season.
- 6.. Eleven (11%) of the Letter Carrier Work Force will be granted Annual Leave during non-prime time with exceptions as noted above.
7. When the fraction reaches .5, the resulting factor will be raised to the highest whole number in determining the number to be excused for leave.
8. It is the Carriers responsibility to have sufficient Annual Leave to cover all weeks selected. Should LWOP be needed to complete the pre-approved scheduled bid week, the Carrier must submit a request in writing for approval to the Postmaster or his/her designee for approval. This request shall be submitted prior to beginning the week of scheduled Annual Leave.
9. Depending upon available personnel additional Carriers may be afforded the opportunity for INCIDENTAL ANNUAL LEAVE during both prime and non-prime time in accordance with the terms of the national agreement.
10. Weekly vacation period will commence on Monday and end on Sunday.
11. Bidding for vacation will be on seniority basis. The employee will have one selection during the choice period, total not to exceed ten (10) or fifteen (15) days as determined by the employees leave status. Employees who did not take the full ten (10) or fifteen (15) days will be allowed a second choice after all other employees have taken their first choice. Employees who still have time coming from the ten (10) or fifteen (15) days will be allowed a third choice after all employees have made a second choice. This practice is the same as previous years.

ARTICLE X

- LEAVE -

12. Vacation selection schedule shall be posted by chart according to seniority fifteen (15) days after vacation selection. Employees name on chart will be notice that annual leave is approved.
13. Requests for INCIDENTAL LEAVE will be made not more than two (2) weeks before the leave is to begin.
14. Requests for INCIDENTAL LEAVE must be submitted in writing, in DUPLICATE on the form 3971 to the immediate supervisor. If not submitted in DUPLICATE, request will not be accepted. Approval or disapproval of the request will be in writing and returned to the Carrier within five (5) days after receipt. The signed duplicate to the Union Steward via the assigned box. Upon notification, the Carrier will initial the original form 3971.
15. Employees who are elected to National or State Conventions and these Conventions fall on their choice vacation period, those employees will be granted a new vacation period selection by the Postmaster, if the choice vacation weeks are available. Any employee who is called for jury duty during their scheduled choice vacation period will be granted a new vacation, if weeks are available, by the Postmaster.
16. Every effort will be made to accommodate an employee transferred to the Installation after the choice vacation period has been posted. The transferred employee will have their choice of any open weeks in the choice vacation period, if available. If not available they will be assigned weeks when help is available during the choice vacation period.
17. When a choice vacation period is canceled within 14 days of the scheduled Annual Leave by written notice, the week(s) will be posted for six (6) working days for eligible bidders to include those carriers who had no opportunity whatever to bid a vacation in the choice vacation period.

BIDS WILL BE ACCEPTED UP TO THE CLOSE OF BUSINESS ON THE SIXTH (6) DAY.

Transferred employees will have first choice. Senior bidder will be allotted the vacancy.

All Annual Leave CANCELLATIONS must be submitted in writing, in DUPLICATE two (2) weeks prior to the vacation period to the immediate supervisor. The employee will submit the copy to the Union Steward.

ARTICLE X

- LEAVE -

18. At the annual November meeting, if additional manpower is available, consideration will be given to the release of a proportional number of carriers for annual leave purposes.
19. If extra manpower is available in the office on a given day, annual leave will be granted by a draw selection, unless an emergency situation arises.
20. Any carrier with over 440 hours annual leave at the beginning of the leave year must bid sufficient time to cut his/her total time down to or below 440 hours.
21. Letter Carrier employees will not be called to report for duty on their non-scheduled work day while they are on scheduled annual leave.
22. 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(s) 10.1 thru 10.3 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.

THERE SHALL BE NO EXCHANGING OF VACATION PERIODS.

ARTICLE XI

- HOLIDAY SCHEDULE -

The Holiday schedule shall be posted as of the Tuesday preceding the service week in which the Holiday falls. The following method of selecting regular and part-time carriers to work on the HOLIDAY will be accomplished in the following manner:

ARTICLE XI

- HOLIDAY SCHEDULE -

1. City Carrier Assistants
2. Part-Time Flexible Employees
3. Volunteers (Rotate by seniority)
 - a. Holiday
 - b. Non-Scheduled
4. Non-Volunteers (Rotate by Juniority)
 - a. Non-Scheduled
 - b. Designated Holiday

FOOTNOTE: Reference to "ODL" is only for the purpose of identifying those employees desirous of "OT".

ARTICLE XII

- PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS -

1. When it is necessary to assign Letter Carrier employees temporarily out of their installation, it must be accomplished in the following manner.
 - a. City Carrier Assistants
 - b. Most junior Part-Time employee NOT on a Hold-Down
 - c. Part-Time Flexible employee by seniority
 - d. Reserve Regular
2. When a change arises, necessitating the need to eliminate a letter carrier's route within a section, it must be accomplished in the following sequence:
 - a. Auxiliary Route
 - b. Vacant Route
 - c. Junior Employee Route
3. In the event a regular assigned Letter Carrier is requested to work on their non-scheduled day, they shall be assigned their own route. The Utility carrier will be reassigned to any vacant assignment in their utility group or are assigned to other carrier work within the installation, if practical.

ARTICLE XIII

ASSIGNMENT OF ILL OR INJURED LETTER CARRIER EMPLOYEES -

1. All work not covered by a regular bid assignment will be available to LIMITED DUTY CARRIER CRAFT EMPLOYEES.
2. Light Duty assignments will also be provided if available.
3. Duties may include:
 - a. Express Mail
 - b. Trouble shooting in CARRIER CRAFT
 - c. Setting up routes
 - d. Labeling Carrier Cases
 - e. Provide coverage on suitable mounted routes
 - f. Provide coverage on suitable auxiliary routes
 - g. Other duties assigned within medical limitations

ARTICLE XIV

- SAFETY AND HEALTH -

1. For purposes of maintaining a safe working environment. All Letter Carriers are responsible for keeping their work area clear of all extraneous items, i.e. pop bottles, coffee cup etc.. Empty equipment such as trays, boxes, flat cartons should be stored in a safe manner. Management/Safety Captain collectively will be responsible for safety awareness.

ARTICLE XX

- PARKING -

1. Management of the Fairport Post Office and the Union will meet as required to review the employees parking problems.

ARTICLE XLI

- MISCELLANEOUS PROVISIONS -

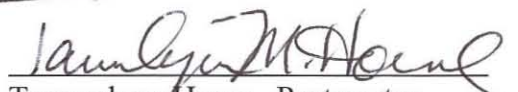
Posting & Bidding.

1. Posting and bidding will be done by seniority on an installation wide basis.
2. When the starting time of any Letter Carrier route is changed by more than one hour, the route will not be reposted for bid.
3. When a route is posted for bid, the successful bidder will assume the non-scheduled day of the bid assignment.
4. At the conclusion of the route bidding, the Letter Carriers final bid will be the declared bid.
5. 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.

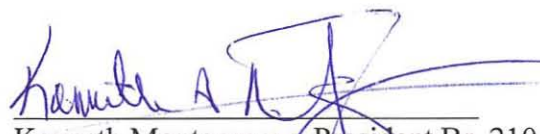
Prior to taking action to curtail the mail, the employer will notify the Union of its decision and the Plan of implementation.

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 National Agreement.

“This Memorandum of Understanding is entered on May 4, 2021, at Fairport, 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”



Tammylynn Horne, Postmaster
For the United States Postal Service



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