

ROCHESTER, NEW YORK 14692

NATIONAL ASSOCIATION

OF

LETTER CARRIERS

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

MEMORANDA OF UNDERSTANDING

2019 - 2023

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	Union Recognition	1
VII	Employee Classifications	1
VIII	Hours of Work	1, 2
X	Leave	2, 3, 4, 5
XI	Holidays	5
XII	Principles of Seniority, Posting, & Reassignments	6
XIII	Assignment of Ill or Injured Regular Workforce Employees	6, 7
XIV	Safety and Health	7
XX	Parking	7
XLI	Letter Carrier Craft	7, 8, 9
	Signature Page	9

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

ARTICLE VII

- EMPLOYEE CLASSIFICATIONS -

1. Part Time employees with a regular schedule will be listed by name and seniority. This information is available from the Delivery Department.

ARTICLE VIII

- HOURS OF WORK -

1. All regular carriers will be on a rotating non-scheduled day except those carrier duty assignments that are currently established as on Monday through Friday schedule. All future newly established duty assignments will be on rotating schedule unless there is mutual agreement between local NALC and USPS to alter.
2. In the event a regular assigned carrier is requested to work on his non-scheduled workday, he shall be assigned to work his own route; a utility carrier who works on his non-workday, shall be used to perform carrier work in his string of five routes. If no work is available to the utility carrier in his string, he shall choose any vacant route in the section; if no vacancy exists he shall be used to perform other carrier work in accordance with Article 12, Section 3 of the Local Memoranda.
3. When the Supervisor of each Carrier Unit is notified prior to inspection of his Unit of the program for inspection of routes under his jurisdiction, Branch #210 - NALC - shall be mailed a copy of this notice at the same time.
4. Representatives, designated by Branch 210, NALC and the Rochester Postal Service, will review proposed adjustments before these adjustments are placed in effect. Those carriers to be affected by any route adjustment are to be consulted at least five (5) working days prior to adjustment, which will include proposed adjustment, office & street time involved. Routes shall not be affected unless the senior carrier affected is given full consideration.
5. In the event an adjustment has been made to a carrier route during his absence due to a prolonged illness or other extended leave and the adjusted time is found to be unsatisfactory, the regular carrier is to be granted a special inspection at his request.

6. Each letter carrier, upon request, will be allowed to review the Forms 1838, 3996, 1838A, 3999, 1571 and other pertinent information that is part of the record of his performance, whenever his proficiency is questioned, or when a route adjustment is in dispute.
7. When the edit sheet indicates an increase or decrease in stops and deliveries on any route, it shall be given necessary adjustment.
8. An "overtime desired" list will be established by section. Section is defined as a delivery zone. Those duties on relay and/or parcel post and collections will be considered a section.
9. 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. Said time, if used during a mail count, will be recorded on 1838-C, Line 21.
10. At the time a telephone call is placed by Postal management to a letter carrier on a non-scheduled work day, for the purpose of calling in said carrier for 8 hours (or more) duty, a certified Steward or Alternate Steward will be present, where practical, or a designated letter carrier employee.

ARTICLE X

-LEAVE-

1. Vacation selection will be by section. A section will be defined as a delivery zone and/or parcel post and collections will be considered a section.
2. Weekly vacation period will commence on Monday and end on Saturday. Part-time employees with flexible schedule who are assigned Sunday duty will have a vacation week of Monday through Sunday.
3. Beginning dates of the leave year shall began with the first day of the first full pay period of the calendar year.

CATEGORY "A" - From the first day of the leave year through the first full week in May 14% of the career carrier complement from each section will be excused for vacation.

Any fraction .5 or above rounded to the next highest whole number.

CATEGORY "B" - Choice Period - for nineteen (19) consecutive weeks beginning with the second full week in May, plus Thanksgiving Holiday week 20% of the career carrier complement from each section will be excused for vacation. NALC Branch #210 will meet with the Manager of Customer Services Operations during the month of November to determine bidding dates.

Any fraction .5 or above rounded to the next highest whole number.

In zones 14604 (Midtown Station) and 14614 (Federal Station), there will be two (2) and one (1) person cap, respectively, as reflected in Category B.

In zones 14604 (Midtown Station) and 14614 (Federal Station), there will be a two (2) person cap as reflected in Category A and C (non-choice vacation period).

CATEGORY "C" - From the week following the last of the nineteen (19) consecutive weeks (excluding the Thanksgiving holiday week) through the first week in December (meaning last week starting in the month of November) plus the weeks in January preceding the new leave year 14% of the career carrier complement from each section will be excused for vacation .

Any fraction .5 or above rounded to the next highest whole number.

CATEGORY "D" - From the first full week in December through the last full week in December, one (1) carrier will be allowed off per section, by seniority. (Section is defined as a delivery zone)

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 often (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 often (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 often (10) consecutive days is available.
 - C) After all Career Carrier employees have made their selection for prime time and non-prime selection periods, eligible CCA's will be able to select remaining weeks 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 10.3 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 selected.

5. There shall be no exchanging of vacation periods.
6. Vacations are to be granted on a strict seniority basis. Failing to exercise seniority in selecting vacation, the carriers shall lose their opportunity and shall be allowed to choose, by their seniority, only from the remaining selections available after the usual selection procedure has been completed. Carriers on leave during the time of bidding are to have their 1st, 2nd, and 3rd choices prepared ahead of time.
7. Any carrier will be allowed to carry over maximum annual leave hours in the beginning of the leave year. Any carrier, who carries over maximal annual leave at the beginning of the leave year, must schedule sufficient time to cut his total below the maximum.

8. Vacation selection shall be posted according to seniority within twenty (20) days with additional copies to Union Steward Branch #210 and Manager Customer Services Operations, station manager and the President of Branch 210.
9. After the normal bidding process is completed, all remaining open weeks and any weeks made available through route bids, retirement, promotion, separation, cancellation, etc. during any category (A, B or C) the carriers in each section shall submit requests in writing for those open slots no sooner than 21 days and no later than 15 days prior to said opening. Management will notify the successful bidder the day after the close of the bid period.

Management shall award those openings based on the order of 1 and 2 below.

1. Remaining open weeks, in Prime-time (category B) only, will be awarded in the following manner:
 - A) Those carriers that had no opportunity what-so-ever to bid a vacation in the choice period.
 - B) By strict Seniority.
 2. Remaining open weeks in category A & C will be awarded on a strict seniority basis.
10. Any carrier bidding to a section shall have their previously approved selections placed on the gaining sections vacation list
 11. All cancellations for annual leave, either in the choice or non-choice period, will be full week periods of time originally bid. Incidental leave requested after the initial period, will not be subject to the above.
 12. Any extended vacation cancellation shall be for the entire extended vacation.
 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, will 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) work-days after receipt. Upon notification, the carrier will initial the original Form 3971. If no response is given to the carrier in writing within the (5) work-day period, the leave request will be considered approved.
 14. Requested extended vacation in the Choice Period shall be submitted in writing thirty (30) days in advance to the Manager, Customer Services Operations for consideration.
 15. The Installation Head shall grant six (6) delegates above the maximum to attend conventions. Every effort will be made to grant leave to those employees who are delegates to pay rallies or functions of a similar State or National Level.
 16. Any employee who is called for military duty or jury duty during his scheduled choice vacation period shall be granted a new selection in the choice vacation weeks available.

17. Any regular 'employee with the necessary seniority, shall have the right to use all of the vacation earned by him in any leave year, governed by service requirements and this basic agreement.
18. Appropriate leave shall be given to employees in situations of personal emergency (i.e. death in the immediate family and accidents).
19. Notice shall be given of scheduled dental appointments, physical and medical examinations at least one week in advance of the scheduled appointment
20. Employees will make every effort to notify their Supervisor in advance of their scheduled starting time, when requesting sick leave of an unexpected nature.
21. A letter carrier's absenteeism shall not be judged solely by his sick leave balance.
22. Management will provide each carrier a copy postmarked and signed by Management of each employee's approved scheduled leave.
23. Letter carrier employees will not be called to report for duty on their non-scheduled workday, while they are on scheduled annual leave.

ARTICLE XI

- HOLIDAYS-

1. Method of selecting employees for holiday work:
 - a. Volunteers (designated holidays)
 - b. PTF's to the maximum extent possible
 - c. Qualified City Carrier Assistants
 - d. Overtime desired (non-scheduled)
 - e. Non-Scheduled - Non Volunteer
 - f. Designated Holiday - Non Volunteer
2. Method of Assigning:
 - a. Holiday work assignments will be made by SECTIONS. Sections shall comprise of a delivery zone. Parcel Post, Relay and Collections will be a section.
 - b. If there still exists a need to perform essential services and additional employees are needed, non-volunteers may be assigned by inverse seniority in the section.
 - c. Should there be variations to the above procedure, Branch 210 NALC, must be notified. Should there be major policy changes, Branch 210 NALC, must be notified.
 - d. Extra effort will be made by those Postal supervisors charged with the duty of filling holiday coverage so as is assured that all letter carriers with a Monday-Friday work schedule, including those letter carriers who are on temporary detail, reserve duty, etc., are scheduled to work prior to scheduling a letter carrier who is on his/her holiday or designated holiday.

Failure to properly schedule in accordance of above will be deemed impressive and said carrier affected will be awarded the payment of overtime wages for hours worked.

ARTICLE XII

- PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS -

1. A. For the purpose of reassignment, a Section will comprise a delivery zone. Parcel Post, Relay and Collection will be a Section.
- B. When it is necessary to assign letter carrier employees out of their Section, as noted above, it must be accomplished in the following manner.

Casuals, part-time flexible schedule, part-time regular schedule employee, unassigned full time carrier, full-time reserve letter carriers, unassigned regular carrier, utility carrier and regular carrier.

Unassigned regulars who have had their assignment eliminated will remain in their section until they have an opportunity to bid another assignment. If they fail to exercise their right to bid they will be assigned in accordance with Article 41 1-A-7 of the National Agreement with the assignments commencing with the junior most unassigned regular. This bid will not be credited against his/her bid ratio.
- C. When a regular carrier or full time reserve carrier is excess to their section and is reassigned to another section, they shall become subject to assignment. If more than one vacancy exists, the excessed employee(s) may exercise their seniority for assignment.
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:
 - 1) Auxiliary route
 - 2) Vacant route
 - 3) Junior employees' route.
3. When a regular, utility carrier is excessed from their regular scheduled assignment they shall select any vacant route in their group. If no vacancy exists, they will be reassigned in accordance with the sequence for reassignment; reassignment as provided for in Section 1-B.

ARTICLE XIII

- ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES -

1. All available work in the delivery department 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. Four permanent light duty positions are to be maintained for permanently disabled letter carriers. These positions will consist of duties within the Delivery Department.

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

ARTICLE XIV

- SAFETY & HEALTH -

1. The names and medical facilities closest to the station or branch shall be posted in a prominent place, in case of injury or illness that may require emergency treatment, on a CA-10.
2. Replacement vehicle must meet all safety standards. When an employee considers a vehicle to be unsafe, he will immediately submit a Form 4565 - Repair Tag - to his Supervisor. If ordered to drive this vehicle, this will be noted under "Remarks". No vehicles will be assigned to a carrier unless it can reasonably be expected to conform to recognized safety standards.
3. When a Form 4565 is submitted by an employee requesting repair of a faulty or defective lock on a vehicle assigned for the delivery of mail, Management shall immediately transmit this information to the Supervisor or employee responsible for the repair and such repair shall be affected properly.

ARTICLE XX

- PARKING -

1. Management and the Union will meet as required to review the employees' parking problems at Stations, Branches and the GMF.

ARTICLE XLI

- LETTER CARRIER CRAFT -

1. A. Vacancies on newly established duty assignments will be posted on the next regularly scheduled carrier bid.
 - 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 hour starting time.
2. Vacant duty assignments will be posted at all units on the official bulletin board.

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 assignments commencing with the junior most carrier.
4. Employees will be assigned to sections where the need exists and management will consider assigning by relative standing, City Carrier Assistants requesting, in writing, assignment to a section.
5. All duty assignments in the letter carrier craft shall be made and bid for on a city-wide seniority basis.
6. All vehicles hire contracts for all types of work in the letter carrier craft shall be posted at all Stations/Branches and GMF.
7.
 - A. At each work section, management shall post all temporarily vacant full-time craft duty assignments of anticipated duration of five (5) days or more by the Tuesday, or no later than Wednesday, of the previous work week.
 - B. Full-time reserve, unassigned regular, unassigned full-time carriers, and part-time flexible letter carriers may indicate their preference for such assignments in accordance with their seniority.
8. No letter carrier shall deliver mail where dogs, other animals, or other imminent safety hazards interfere with the delivery. This hazardous condition to the letter carrier must be reported immediately to the Delivery Supervisor involved so that corrective action can be taken at once.
9. It is the employer's intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washing, inside and out.
10. When a mounted carrier reports an unsafe approach to a delivery point, poor sequence of boxes, poor placement of boxes or any condition of boxes that will cause a delay or hazard to the delivery of mail, it shall be immediately reported to the Supervisor of the office involved, and remedial action taken to have the condition or conditions corrected.
11. 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.
12. Procedures to be followed when the installation head has decided to curtail or terminate delivery services after carriers have left on the routes:
 1. 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.
 2. Management will not be responsible for erroneous unofficial information.

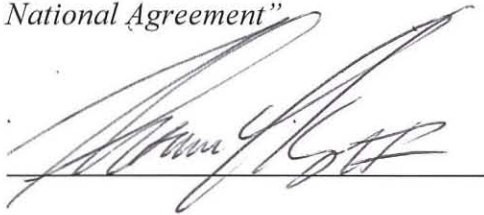
3. Management will use all means available including the use of USPS assigned scanners and (or) cell phones, should the technology permit, to contact carriers in case of emergency curtailment.

13. Limited / light duty employees, upon being awarded a bid must, after being notified by the Personnel Section, submit medical documentation indicating that, within a six (6) month period, the employee will be able to perform the duties of the bid position without restriction. They will be allowed four (4) weeks to submit this documentation. Failure to submit the proper medical documentation will result in the employee becoming an unassigned regular.

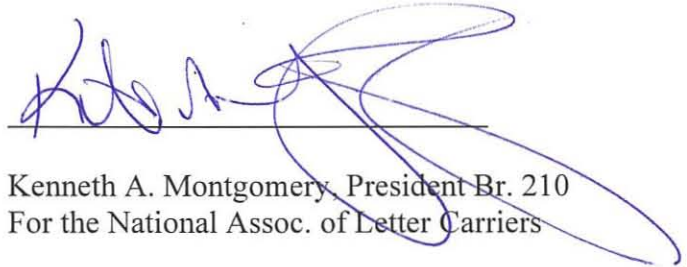
If proper documentation is received and the employee is not able to perform their duties within the six (6) month period, they will be given a second notice requesting medical documentation using the same criteria as listed above. If the employee cannot perform their duties after a second six (6) month period, they will become an unassigned regular.

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. Provided those proposals in dispute, which are upheld in arbitration, shall be part of this Local Memorandum.

"This Memorandum of Understanding is entered on May 24, 2021, at Rochester, 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"



Thomas King, OIC
For the United States Postal Service



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