

VICTOR, NEW YORK 14564

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 Victor, 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. The wheels will rotate every three (3) weeks.
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 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 Victor, New York Post Office, they will be made available to the surrounding areas where the need exists. They will be recalled to the Victor, New York Post Office immediately upon craft availability by seniority.
4. A. Collection schedules for part-time flexible / City Carrier Assistant employees will be posted for week-ends and or holidays and 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.
C. City Carrier Assistant employees may be utilized for week-end/holiday collection work after joint discussion between the NALC and USPS representatives.
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. When class edit sheets indicates an increase or decrease in stops and deliveries on any route, it shall be given proper evaluation.

7. An overtime desired list will be established at the Victor Post Office to cover collections, express mail and any other carrier duties.
8. 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. Said time, if used during a mail count will be recorded on 1838-C, Line 21.
9. A committee of two (2) Union representatives and two (2) representatives of Supervision will review proposed route adjustments before these adjustments are placed in effect. The proposed adjustment meetings are to be held at the unit that is being adjusted.

ARTICLE X

- LEAVE -

1. Vacation selection(s) will be by Unit-Wide Seniority.

Annual Leave to be bid in units of full weeks.
2. Beginning date of the new leave year shall be the first day of the first full pay period of the calendar year.
3. Vacation bids will begin the first (1st) full week in January following the beginning date of each leave year, and will end the last week of January 1/30.

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

Category "B" Prime Time: From the third (3rd) full week in May thru the second (2nd) full week in September.

Category C From the third full week in September thru the last week in November, where the week begins in November.

4. Vacation selection during the Prime-Time 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 one 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.

- 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 locally provided that any agreed percentage or fixed number for prime time and non-prime 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.

5. There shall be no exchanging of vacation periods.
6. Weekly vacation period for prime or non-prime time 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.
7. Any carrier with over 440 hours of annual leave at the beginning of the leave year must schedule sufficient time to reduce their total time down 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 staffing 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. Request for unscheduled 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. Upon notification, the carrier will initial the original Form 3971.
13. 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.
14. Any extended vacation cancellation shall be for the entire extended vacation.
15. The Postmaster shall grant leave to those employees who are delegates to pay rallies, State or National Conventions etc. subject to service needs.

16. 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.
17. 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.
18. 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.

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

Employees will make every effort to notify their supervisor by 2PM the day prior to their return to work.

20. A letter carriers absenteeism record shall not be judged solely by his/her sick leave balance.
21. Letter carrier employees will not be called to report for duty on their non-scheduled workday while they are on scheduled annual leave unless all other options have been exhausted.

ARTICLE XI

- HOLIDAYS -

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

*** Does not refer to Holiday Collections

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. City Carrier Assistants, 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 the Victor, 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 Victor 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.
- 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. Vacancies on newly established duty assignments will be posted within five (5) working days for ten (10) working days.
2. Route bidding will be posted at all units of the Victor 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, and City Carrier Assistant letter carriers may indicate their preference for such assignments in accordance with their seniority.
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, the 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.

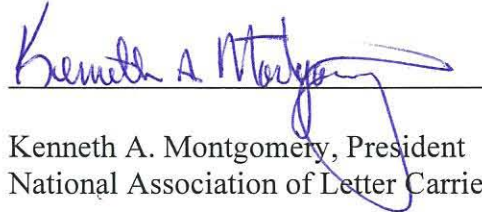
Temporary assignment to limited/light duty or a temporary suspension of ones SF-346 Government Driver's License will not prohibit one from casting a bid.

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 3, 2021, at Victor, 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"



Sue O'Brien, Postmaster
For the United States Postal Service



Kenneth A. Montgomery, President
National Association of Letter Carriers