

LOCAL MEMORANDUM
of
UNDERSTANDING

between

The UNITED STATES POSTAL SERVICE

&

The NATIONAL ASSOCIATION OF
LETTER CARRIERS

NIAGARA FALLS

NEW YORK

2017

2016 – 2019

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES POSTAL SERVICE

AND

THE NATIONAL ASSOCIATION OF LETTER CARRIERS

BRANCH 3, BUFFALO/WESTERN NEW YORK

NIAGARA FALLS POST OFFICE

NIAGARA FALLS, NY

November 1, 2017

ARTICLE 8

WORK HOURS

WASH UP PERIODS

Reasonable wash up time will be given for a letter carrier that performs dirty work.

The establishment of a regular work week of five days with either fixed or rotating days off.

Letter Carriers in the Niagara Falls Post Office shall be granted a non-scheduled work day on a rotating basis.

OVERTIME ASSIGNMENTS

- (1) Overtime desired lists in Article 8 of the National Agreement shall be by delivery unit.
- (2) The delivery unit shall be defined as:
 - Main Post Office - Zones 14301 and 14303
 - LaSalle Station - Zone 14304
 - Bridge Station - Zone 14305
- (3) A master sheet must be maintained and updated daily at each delivery unit.
- (4) A copy of the overtime hours worked, offered or charged must be given to the steward in the delivery unit at the end of each month.
- (5) Employees must be called in for overtime on a delivery unit basis.

(6) Carriers will not be charged for overtime opportunities while on at least 8 hours annual leave.

(7) A carrier may be available to work his/her non-scheduled day while on annual leave provided management is notified in writing prior to the start of the annual leave. The steward will be provided a copy. Employee will be the last individual scheduled to work among those on any wheel in the city.

(8) When an employee on the overtime desired list is called for overtime on his/her non-scheduled day but is unable to be reached, management will inform the union representative. The union representative, if available at the time the supervisor made the initial call, will then verify that the call had been properly placed by replacing the call himself. If the union representative is unavailable, another Branch 3 member will be offered the opportunity to make the call.

(9) A carrier may be excused from overtime in accordance with Article 8, Section 5.E of the National Agreement.

ARTICLE 10 LEAVE

FORMULATION OF LOCAL LEAVE PROGRAM

VACATION PLANNING:

The employer shall no later than November first, publicize on the bulletin board the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the new calendar year.

(1) Management shall administer the vacation program.

(2) Vacation bidding shall be by seniority.

(3) Management will give leave requests involving personal family emergencies; substantiation may be required for final approval of the leave.

(4) Cancellation of annual leave:

Cancellation of scheduled annual leave must be at least 15 days (Friday) prior to the start of the service week containing the leave request. Cancellation of the leave must be in the increments that were scheduled (i.e. full week(s) or incremental leave [1, 2 or 3 days]). If not canceled, the carrier must take their scheduled leave. A carrier may appeal to management and the union, in an emergency situation, to have this 15-day period waived.

Cancellation/bid must be made by signing the cancel/bid sheet. A supervisor shall initial cancellations. PS form 3971 must also be completed indicating cancellation/bid (if approved) of the scheduled leave.

Any cancellations involving weeks or incremental leave (1, 2 or 3 days) when the contractual limitations set forth are full will be posted on the cancel/bid sheet.

(5) Jury duty shall not be considered as part of the quota of carriers off during any vacation period.

(6) A carrier attending a national or state convention or an NALC seminar shall not be counted in the number of carriers off during any vacation period.

CHOICE ANNUAL LEAVE

- (1) The Choice vacation schedule shall be posted in each delivery unit, each year, on January 1st and remain posted until February 15th. The choice vacation period shall be identified on the master sheet.
- (2) The canvassing for choice vacation bids each year will begin on January 15th and continue to February 15th. **After all career carrier employees have made their selections for the choice annual leave periods, eligible CCAs will be able to select remaining weeks and/or slots in order of their relative standing. 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. This provision in no way changes the number of carriers allowed off per week as agreed upon in Article 10 Choice Leave #6 of this agreement** The approved vacation schedule shall be posted in each delivery unit on or before the third Monday in February. The supervisors and the NALC stewards shall cooperate in a joint effort to complete the canvassing in as timely a manner as possible. The master vacation list will be updated and reposted as changes occur.
- (3) The choice vacation period shall start the first full week of May and end the third full week of September.
- (4) The vacation period shall be Sunday through Saturday.
- (5) The employees may request, at their option, two selections during the choice vacation period in units of five (5) or ten (10) days. The total leave approved, on the initial canvas, cannot exceed the number of days

authorized in Article 10 Section 3.D 1, 2 or 3 as appropriate.

- (6) When requested, 14% of the career employees on the rolls as of January first of each year of this contract will be granted leave in the choice annual leave period. When applying the 14% requirement, any fraction of 0.50 or more will be rounded to the next higher number. Any fraction less than 0.50 will be rounded to the next lower number.
- (7) After the initial bidding procedure, a weekly cancel/bid sheet will be posted every Tuesday by 3:00p.m. and pulled down every Friday by 3:00p.m. Carriers will bid and cancel annual leave using these sheets. When a carrier cancels annual leave, all carriers may bid on the canceled leave by seniority, however, requests for full weeks shall take precedence over individual days.
- (8) All carriers are required to submit form 3971, in duplicate, for approved annual leave in the choice vacation period. A copy of form 3971 will be returned to them.
- (9) Three employees will be granted time off within the choice vacation period to attend the state or national conventions and union seminars of the NALC. This number shall not count.
- (10) Carriers requesting daily increments of annual leave (1,2 or 3 days), in the choice period, must submit PS form 3971 in duplicate to supervision not less than 72 hours in advance. Requests involving a holiday schedule must be submitted Saturday prior to the Tuesday posting. Management will reply, indicating approval or

disapproval, within 24 hours following submission of PS form 3971. All efforts will be made by management to honor leave requests. Station supervisors will date PS form 3971 when the request is made. Requests will be honored on a first come first served basis. No request will be denied if the limitations set forth in Number 6 of this section are not met in the leave calendar.

- (11) Annual leave approved to attend union activities prior to the granting of choice vacation period will not be counted in the percentage provided for in Section 6 of this section or count against the number of choice annual leave selections of the employee.

NON-CHOICE ANNUAL LEAVE

- (1) Ten (10) % of the career carriers on the rolls, as of January first of each year of this contract, shall be allowed off outside the choice vacation period. When applying the 10% requirement, any fraction of 0.50 or more will be rounded to the next higher number any fraction less then 0.50 will be rounded to the next lower number.
- (2) 14% will be granted leave during the following weeks in the non-choice period:

Two (2) weeks at Easter: the week prior to Easter Sunday and the week of Easter Sunday.

The first two weeks of deer hunting season (shotgun), which will include Thanksgiving Day.

The week of Christmas – if Christmas day (Dec. 25th) falls on a Sunday, Monday, Tuesday.

New Years Week – vacation period in which January 1st falls.

- (3) Two employees will be granted time off outside the choice vacation period to attend the state or national conventions and union seminars of the NALC.
- (4) All annual leave, outside the choice vacation period, will be requested on PS form 3971. On November 1st of each year, carriers may submit PS form 3971 for all non-choice annual leave from the start of the next leave year to the beginning of the choice annual leave period. Beginning with the third Monday in February, a two (2) week period, for bidding will be set aside each year for submission of PS form 3971 for the remainder of the non-choice leave year. Requests will be granted on a seniority basis. **After all career carrier employees have made their selections for the non choice annual leave periods, CCAs will be able to select remaining weeks and/or slots in order of their relative standing. When a CCA is approved for annual leave, they must have a leave balance sufficient enough to cover the leave that was requested.**
- (5) Carriers requesting full weeks of annual leave outside the choice period must submit PS form 3971 in duplicate to supervision not less than one week in advance. Management will reply, indicating approval or disapproval within two working days after receipt of PS form 3971. Requests shall be granted on a seniority basis within the limitations set forth in Numbers 1 and 2 of this section.

- (6) Carriers requesting daily increments of annual leave (1, 2 or 3 days), must submit PS form 3971 in duplicate to supervision not less than 72 hours in advance. Management will reply, indicating approval or disapproval, within 24 hours following submission of PS form 3971. Management will make all efforts to honor daily leave requests. Station supervisors will date PS form 3971 when the request is made. Requests will be honored on a first come first served basis. No request will be denied if the limitations set forth by Numbers 1 and 2 of this section are not met in the leave calendar.
- (7) All leave requests will be automatically granted if the time limits are not met.

ARTICLE 11 HOLIDAYS

The following sequence will be followed when scheduling employees to work on a holiday or designated holiday, providing that such scheduling produces a work force which meets the operating skill requirements of the holiday or designated holiday.

- (1) All PTF employees to the maximum extent possible, regardless of the necessity to pay overtime premiums.
- (2) All **City Carrier Assistants (CCA's)** to the maximum extent possible, regardless of the necessity to pay overtime premiums.
- (3) All FTR employees who volunteer to work their holiday in seniority orders.

- (4) All FTR employees who volunteer to work their non-scheduled day in seniority orders.
- (5) All full time employees, on the OTDL, who do not volunteer to work their non-scheduled day in inverse seniority order.
- (6) All full time employees, not on the OTDL, who do not volunteer to work their non-scheduled day in inverse seniority order.
- (7) All full time employees, on the OTDL, who did not volunteer to work their holiday in inverse seniority order.
- (8) All full time employees, not on the OTDL, who did not volunteer to work their holiday in inverse seniority order.

ARTICLE 12 SENIORITY – REASSIGNMENTS

For purposes of applying Article 12 of the National Agreement, the entire installation shall be considered a section.

ARTICLE 13 ASSIGNMENT OF ILL OR INJURED REGULAR WORK FORCE EMPLOYEES

Management will make every effort, consistent with applicable provisions of the National Agreement, to place on temporary or permanent light duty any full time or part time flexible employee unable to perform his/her regular assignment due to illness or injury.

The following types of duties will be considered light duty:

- (1) Collections
- (2) Casing mail
- (3) Normal carrier duties which the employee has the ability to perform, based on the physician's report

ARTICLE 14 SAFETY AND HEALTH

- (1) Guidelines for the curtailment or termination of postal operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions.

The decision for curtailment or termination of postal operations to conform to the orders of local authorities, or as local conditions warrant because of emergency conditions, shall be made by the installation head. When the decision has been reached to curtail postal operations, to the extent possible, management will notify the union and seek the cooperation of local radio and television stations to inform employees.

- (2) When establishing a joint safety and health committee provided for in Article 14 of the National Agreement, the president or designee of Branch 3 will serve as a committee member. Meetings of the committee shall be held at least quarterly, and more often if necessary. In offices where there are no safety and health committees, safety and health is a proper subject for discussion at joint labor management committee meetings.
- (3) No vehicle will be assigned to a carrier unless it can be reasonably expected to conform to recognized safety

standards. The employer will make a reasonable effort to assign the same vehicle to the same route each day, if operational requirements permit. Management may interchange vehicles to equalize mileage and to reflect the mail volume for the various routes. It is the employer's intent that the vehicles be maintained in an acceptable state of cleanliness, including periodic washings.

- (4) Carriers shall not finger mail when driving or walking up or down steps or curbs, when crossing streets, or at any time it would create a safety hazard to the carriers or the public. Consistent with the efficiency of the operation, mail shall be placed in the delivery sequence in a bundle(s) during strapping out. The employer shall not be required to conduct a special count or route inspection as a result of this agreement.

ARTICLE 17 REPRESENTATION

- (1) Joint labor management committee meetings shall be scheduled quarterly in offices with less than one hundred employees.

Agenda items must be exchanged at least seventy-two hours prior to such meetings. Meetings shall be held on the last Thursday of the appropriate month, unless the parties agree to another date. Where agenda items do not warrant a regularly scheduled meeting, discussions may take place in lieu of a scheduled meeting by mutual agreement.

- (2) The policies to be established by management for the Christmas operation, will be a subject of discussion at a timely regularly scheduled joint labor management committee meeting.

ARTICLE 20 PARKING

One parking space must be provided at the main post office and a sign placed stating: Reserved Branch 3 NALC.

ARTICLE 41 CARRIER CRAFT

POSTING

- (1) Posting and bidding for duty assignments shall be installation wide.
- (2) The posting of invitation to bid on a route shall be posted for seven (7) days.
- (3) A vacant or newly established duty assignment will be posted within five days of the day it becomes vacant or is established.
- (4) Letter carriers must submit their bids in writing in accordance with instructions on PS form 1716, "Notice of Vacancy Assignments".
- (5) When an absent employee has so requested in writing, stating his/her mailing address, a copy of any notice inviting bids shall be mailed to the employee.
- (6) The senior bidder meeting the qualification standards established for that posting shall be designated the "successful bidder".

- (7) A Branch 3 officer or other union representative must be present when bids are opened.
- (8) When there is a change of more than one hour in the starting time of a letter carrier's route, it shall be at the option of the carrier involved as to whether or not the route shall be posted for bid. The option must be submitted, in writing, within seven (7) days from the offer.
- (9) Article 41.3.O – this article will apply to any abolished routes in this city.

SENIORITY

- (1) Seniority for all bidding purposes shall be city wide.
- (2) Seniority lists shall be updated and posted on management bulletin boards every January and July, at all stations. A copy of the seniority list shall be sent to the president of Branch 3 NALC.
- (3) PTFs, unassigned regulars **and CCA's** must state in writing their preference of assignments to the supervisor of delivery and collection before the end of Thursday of each week.
 - a. PTFs, unassigned regulars **and CCA's** must be assigned preference by seniority as outlined in Article 41.2.B of the National Agreement.
 - b. PTFs, unassigned regulars **and CCA's** shall be notified by their immediate supervisor if he/she received his/her preference of assignment.

- (4) Unassigned FTRs, PTFs **and CCA's** who bid a vacant assignment and work the assignment for five or more days must work the assignment for its duration.
- (5) Unassigned FTRs, PTFs **and CCA's** on hold down assignments will assume the schedule of the route he/she has successfully bid, except when it would be necessary for the unassigned FTR to complete a forty hour week.
- (6) Vacant duty assignments of five (5) days or more, for which there were no successful bidders, will be assigned by juniority except when it would be necessary for the unassigned FTR to complete a forty (40) hour week.
- (7) Bumping Rules:
 - a. FTR carrier called into work on their non-scheduled day must be given his/her full time duty assignment whenever the FTR grade 2 Technician has an open route within their string of routes.
 - b. The FTR Grade 2 Technician may move outside the string on a volunteer basis.
 - c. Unassigned regulars, PTF **and CCA** carriers on hold down assignments may be displaced by FTR Grade 2 Technicians when 7.a. is in effect.
- (8) When the displaced FTR Grade 2 Technician has more than one opening in their string, they will be given their choice of assignments.
- (9) ASSIGNING PTFs TO DELIVERY UNITS:

PTFs will be assigned to delivery units in accordance with the following percentages:

- 25% unassigned
- 25% Main Post Office (14301 & 14303)
- 33% LaSalle Station (14304)
- 17% Bridge Station (14305)

Management will make a reasonable effort to maintain these percentages.

- (10) The union will be provided a copy of the PTF assignments and made aware of any changes to these assignments.
- (11) PTFs and CCA's can bid on vacant assignments, as outlined in Article 41.2.B.4, anywhere in the city.

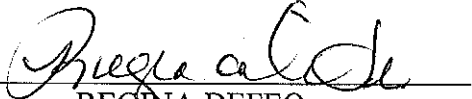
MISCELLANEOUS PROVISIONS

- (1) Consistent with the service needs and with the permission of a supervisor, officials and stewards of Branch 3 NALC, will be allowed use of official telephones for cases relating to administration of the National Agreement.
- (2) Blood leave – blood leave will be administered in accordance with the provisions set forth in the Employee Labor Relations manual, Section 519.25.
- (3) Working off the clock – letter carriers shall perform required work only on official time.

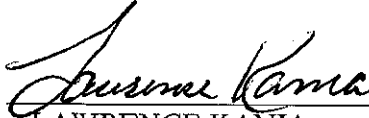
- (4) Inspection of personal files – at reasonable intervals, a letter carrier shall be granted the opportunity, upon timely request, to inspect personal files in the presence of a management representative, provided such inspection occurs off the clock.
- (5) A newly appointed carrier or a carrier permanently assigned to a route with which the carrier is not familiar, will be allowed a reasonable period to become familiar with the route and to become proficient.

This Memorandum of Understanding is entered into on November 1, 2017 between the representatives of USPS and NALC, pursuant to Article 30 of the 2016– 2019 National Agreement.

FOR THE POSTAL SERVICE


REGINA DEFEO
LABOR RELATIONS SPECIALIST
W.N.Y. DISTRICT

FOR THE UNION


LAWRENCE KANIA
PRESIDENT BRANCH 3
NALC