

LOCAL MEMORANDUM
of
UNDERSTANDING

between

The UNITED STATES POSTAL SERVICE

&

The NATIONAL ASSOCIATION OF
LETTER CARRIERS

BUFFALO

NEW YORK

2017

LOCAL MEMORANDUM OF UNDERSTANDING
BRANCH 3 NATIONAL ASSOCIATION OF LETTER CARRIERS
2016 to 2019

This MEMORANDUM OF UNDERSTANDING, entered into on November 1, 2017 at BUFFALO, NEW YORK, between the representatives of the U. S. Postal Service, and the designated agent of the Union signatory to the National Agreement, National Association of Letter Carriers, AFL-CIO, pursuant to the local negotiations set forth in Article 30 of the 2017 National Agreement on matters relating to local conditions of employment.

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ARTICLE 8 - WORK HOURS

Section 2 - Work Schedules

1. Each station will have a posting of the starting and leaving time. This posting is to be placed at each carrier case. USPS and NALC acknowledge that the leaving time may vary on a daily basis due to mail volume and other factors.

Section 3 - Exceptions

1. Reference to Part Time Carriers in all sections of this Agreement is intended to mean Part Time Flexible City Carriers.

Section 5 - Overtime Assignments

1. For the purpose of establishing an overtime desired list and "work assignment" overtime list for Full Time Carriers, Reserve Regular carriers and Unassigned Regular carriers, lists shall be in seniority order and posted as follows: Each carrier unit covering a Zip Code area.
(In the event Full Time Day Collection or Parcel Post assignments are reestablished, this will be a subject for good faith bargaining between the parties).
2. There will be a preparation of three (3) separate listings for overtime assignments.
 - A) A listing will be made of those carriers, all classifications, that desire their name be placed on the overtime desired list, and the listing will be in seniority order by section. The twelve (12) hour volunteers will be identified with an asterisk and/or color code.
 - B) A second listing will be made of those carriers, all classifications, that desire their names be placed on the "work assignment" overtime lists, in seniority order by section.
 - C) A third listing will be prepared identifying those carriers, all classifications, NOT on the overtime desired or "work assignment" lists, in seniority order by section.
 - D) Carriers desiring to work overtime during a calendar quarter must place their names on the overtime desired list or "work assignment" list, two (2) weeks prior to the beginning of the quarter. Carriers who sign up for overtime will remain on the overtime desired list or the work assignment list until such time as they remove their name from the list.
 - E) When a carrier requests that his/her name be removed from the overtime desired list or "work assignment" list, the request will be granted. However, management does not have to immediately honor the request if the employee is needed for overtime work on the day the request was made. Further, once a carrier is removed from the overtime desired list or "work assignment" list, he/she will only be permitted to place their names back on the list in accordance with Article 8.5A of the National Agreement.

ARTICLE 8 - WORK HOURS

Section 5 - Overtime Assignments (Continued)

3. The utilization of the overtime desired list will be applied under the following procedures for full time carriers.
 - a. All full time carriers on the overtime desired list will be canvassed for overtime assignments. During the quarter every effort will be made to distribute equitably the opportunities for overtime among those on the list.
 - b. When the overtime desired lists of full time carriers does not result in enough employees to cover the assignment, the seniority list of all other full time carriers in the unit will be utilized on a rotating basis when such overtime assignments are required to be worked by a full time regular, starting with the junior employee.
4. At the beginning of each calendar quarter of this Memoranda of Understanding, the Overtime Desired List shall revert to zero hours and opportunities. The Overtime Desired List shall be posted each calendar quarter along with the seniority roster of all carriers who are not on the list.
5.
 - a. Carriers who bid from one section to another during the Quarter, shall have the opportunity to place himself/herself on the gaining section's overtime desired list provided he/she was on the list in the former section. The carrier's hours will follow him/her to the gaining section. However, if the carrier has more hours than the carrier with the highest hours in the station, he/she will assume the highest hours. If the carrier has less hours than the carrier with the lowest hours in the station, he/she will assume the lowest hours.
 - b. Carriers on annual leave, for at least eight (8) hours, shall not be charged with any opportunities offered. Carriers on any other type of leave for less than five (5) days will not be charged with opportunities offered; Carriers on any other type of leave for five (5) days or more shall have the lowest number of hours worked during this absence added to the hours they had when the absence began.
6. All overtime hours offered, whether worked or not worked will be recorded.
7. When an employee on the Overtime Desired List is called for overtime on his 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.

ARTICLE 8 - WORK HOURS

Section 5 - Overtime Assignments (Continued)

8. The utilization of the "work assignment" overtime list will be applied under the following procedures for Full Time carriers.
 - A. All Full Time carriers on the "work assignment" overtime list are to work the overtime as specified on their regularly scheduled days.
 - B. Grade 2 Technicians will be considered available for overtime on any of the routes in their string.
 - C. Reserve and unassigned carriers on the "work assignment" overtime list will be eligible for overtime on the assignment they are working on a given day.
 - D. Hours worked and opportunities offered shall not be recorded.
 - E. Once management has determined that overtime is necessary for Full Time carriers, if the carrier has signed up for "work assignment" overtime, the carrier is to work the overtime as assigned by management.

ARTICLE 10 – LEAVE

VACATION PLANNING

1. For the purpose of vacation bidding , a section shall be defined as follows:
 - a. Each carrier unit covering a ZIP code, including full time carriers and part time carriers and all part time regular carriers performing collections.
 - b. After all career employees have made their selections for the prime time and non-prime time selection periods, eligible city carrier assistants (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.

(In the event Full Time Day Collection or Parcel Post assignments are reestablished, this will be a subject of good faith bargaining between the parties).

2. When full time carrier(s) or part time carrier(s), or city carrier assistant(s) are transferred by bid or detail to another section; the gaining section will be notified by the losing section of any annual leave approved during the choice or non-choice annual leave for the period for the carrier involved.

ARTICLE 10 – LEAVE

VACATION PLANNING (Continued)

3. A carrier assigned or detailed to another section shall keep his vacation choice assigned to him in his original section. Choice and non-choice annual leave for the carrier(s) involved will be counted in the quota allowed off in his/her original section.
4. To the extent practicable and consistent with needs of the service, employees will be excused on Annual Leave or Leave Without Pay to attend services on their respective religious holidays.
5. Request for short term or emergency annual leave will be given immediate consideration.
6. The trading of annual leave will NOT be permitted.

ARTICLE 10-LEAVE

CHOICE ANNUAL LEAVE

1. The choice vacation period will begin on the first (1st) Monday in June and end on the second Sunday in September, plus Easter week, commencing with Easter Monday, and the opening week of the New York State Big-Game Shotgun Hunting Season, commencing with the first day of the New York State Big-Game Shotgun Hunting Season (Southern Zone) and Christmas week commencing with December 25 through December 31.
2.
 - a. Employees shall be granted ten (10) or fifteen (15) continuous days in the choice vacation period, in accordance with leave earned annually.
 - b. At their option, employees shall be granted two (2) selections during the choice period in units of five (5) or ten (10) days vacation. Vacations shall start on Monday and end on Sunday.
3. Fifteen (15) carriers request for annual leave to attend union activities shall not be considered part of the total choice vacation plan. An additional five (5) carriers who request leave to attend union activities shall be approved and considered part of the total vacation plan with selection of section(s) affected determined by the union. All requests must be made prior to the canvass of the choice vacation period schedule. The pecking order for selection will be:
 1. Branch 3 officers
 2. One steward from each station
 3. One carrier from each station
 4. First come first served city wide

All requests must be submitted to the NALC office for approval by the Manager, Customer Service Operations.

ARTICLE 10-LEAVE

CHOICE ANNUAL LEAVE (Continued)

4. All letter carriers are required to submit Form 3971 in duplicate, and have a duplicate returned to them when approved for all annual leave in the choice vacation period.
5. a. Choice Vacation schedules shall be posted for bid each year on January 1, and will remain posted until January 31, in every carrier unit or section.
b. Number of employees to be granted annual leave is calculated based on the number of employees assigned to the section at the time of posting of the vacation schedule.
6. a. The canvassing for vacation bids each year will begin on February 1st and continue through completion on or before February 15th. The approved vacation schedule shall be posted in each section each year on or before March 15th
b. In the event there are any weeks during the choice vacation period where there are fewer employees scheduled for leave than the number allowed, management shall give consideration, and at its discretion may grant leave in excess of the quotas established under Article 10 of the National Agreement.
7. The maximum number of employees to be granted annual leave during the choice vacation period will be based on the following formula:

$$\frac{\text{NUMBER OF CARRIER EMPLOYEES (20-26 day category) X 3 =} \\ + \text{NUMBER OF CARRIER EMPLOYEES INCLUDING CCA'S (13 day category) X 2 =}}{\text{NUMBER OF WEEKS IN PRIME TIME}}$$

When the number of employees results in a fraction, .5 and up will round up and .4 and down will round down to the nearest whole number.

8. No person other than the letter carrier shall write their name on the vacation schedule unless the carrier is not available during the canvass period and authorizes someone on their behalf to place their name on the schedule.
9. Leave granted during the choice vacation period will be posted at each section for all full time carrier(s) and part time carrier(s) assigned or detailed to the section.
10. A carrier may cancel leave scheduled in the choice period by notifying his or her Supervisor and Union Steward in writing, preferably at least seven days prior to the start of leave. This leave will then be announced and posted by the section involved for at least two (2) days. When the seven (7) day notification is given, the following procedure will apply.

It shall be posted for bid upon notification, in the section where it was cancelled. Carriers in the unit, shall bid on such cancelled vacation by seniority, beginning with the senior carrier who is junior to the junior carrier listed for that week(s) vacation. The only exception to the above, is when a carrier cancels his vacation due to illness or injury, and any carrier junior to him in his section cancels a bid vacation, the carrier cancelling his vacation for illness or injury shall be the first eligible bidder for the cancelled vacation.

ARTICLE 10 - LEAVE

CHOICE ANNUAL LEAVE (Continued)

Any carrier bidding a cancelled vacation, who has three (3) weeks of choice vacation time already assigned to him shall cancel a corresponding number of weeks if he is successful in bidding the cancelled vacation. If the cancelled vacation is still vacant after the junior carrier in the section has been canvassed, the open period shall be offered the remaining carriers, with the senior carrier starting the bidding.

Where the seven (7) day notification is not given, a cancelled leave shall be announced in the section involved, for two consecutive day, if practicable.

11. An employee, ordered to Military training or Jury Duty during his scheduled choice annual leave period, is eligible for another available period provided this does not deprive any other employee of his first choice for scheduled annual leave.
12. Carriers who become ill or injured while on annual leave during the choice period, shall be allowed to have another selection during the choice period.

NON-CHOICE ANNUAL LEAVE

1. The official beginning date of the new leave year shall be publicized by the employer on official bulletin boards and other appropriate means, not later than November 1st of the previous year, which shall begin on the first day of the first full pay period of the calendar year. The employer will supply a copy of this notice to all stewards for posting on carrier bulletin boards.
2. a. On November 3rd or if that day is a non workday for the Postal Service, the first workday thereafter, carriers at their option may submit applications for all or part of their annual leave outside of the choice vacation period. The number of carriers to be granted annual leave outside the choice period shall be equivalent to 10% of the number of routes in each section per day with the exception of December 1 to December 24, and the equivalent of 5% the first 2 weeks of January.

When the number of employees results in a fraction of .5 and up will round up and .4 and down will round down to the nearest whole number

No less than one (1) carrier will be allowed off per section.

1. An original and duplicate Form 3971 must be submitted thirty (30) days or more prior to the beginning date of the requested leave outside the choice period. Station supervisors shall ring-date both copies of Form 3971 on the day request for leave is made. These will be filed in numerical order of receipt for identical days or weeks requested, and annual leave will be granted on a first come-first served basis. In the event of excessive applications bearing identical ring-dates, this leave will be granted and governed by seniority. On the initial day of submission, preference will be given to those requesting full weeks. However, full weeks that are granted due to a submission on November 3rd will not be eligible to be partially cancelled by the employee. The full week must be taken or cancelled in its entirety.

ARTICLE 10 - LEAVE

NON-CHOICE ANNUAL LEAVE (Continued)

2. When carriers requesting annual leave submit Form 3971 less than thirty (30) but at least five (5) days in advance, management will reply, indicating approval or disapproval within seventy-two (72) hours following submission of the leave requested. Failure to comply within the 72 hours, automatically entails approval of the leave requested, provided a signed as notified, and dated copy of Form 3971 is in the possession of the carrier. When carriers request annual leave less than five (5) days in advance, approval or disapproval will be given as soon as possible. All replies will be made on Form 3971 submitted by the carriers, with a duplicate copy given to the carrier.

3. A carrier must cancel non choice leave in writing preferably at least seven (7) days prior to the start of the cancelled leave. All cancelled leave will be offered and approved to the next carrier disapproved under the provisions of 2.a.1 due to "quota full".

ARTICLE 11 - HOLIDAYS

Section 6 - HOLIDAY SCHEDULE

The following will be identified as Sections for the purpose of scheduling on holidays and days designated as holidays:

1. Each Carrier Unit covering a Zip Code Area.
 2. Part Time Regular Carriers working Collections.
- (In the event Full Time Day collection or Parcel Post assignments are reestablished, this will be a subject for good faith bargaining between the parties).

The following procedures will be used for the assignment of employees on holidays or days designated as holiday:

1. All Part Time Flexible Employees
2. All City Carrier Assistants
3. Full Time Employees who volunteer to work on the holiday or day designated as their holiday, when such a day is a part of their regular work schedule.
4.
 - a. All other Full Time Employees who volunteer who are on the overtime desired list.
 - b. All other Full Time Employees who volunteer who are NOT on the overtime desired list.
5. Full Time employees who are non-scheduled and who have not volunteered, and are on the overtime desired list shall be scheduled in inverse seniority on a rotating basis.
6. Full Time employees who are non-scheduled and who have not volunteered, and are NOT on the overtime desired list shall be scheduled in inverse seniority.

ARTICLE 11 - HOLIDAYS

Section 6 - HOLIDAY SCHEDULE (Continued)

7. Full Time employees who have that day as their designated holiday, and who have not volunteered, shall be scheduled in inverse seniority.
8. On Holidays, the following procedures will be used for the assignment of Part-Time Regulars on Collections:
 - a. All Part Time Flexible Employees in the section.
 - b. All City Carrier Assistants
 - c. Part Time Regular employees who volunteer to work on the holiday or day designated as their holiday when such a day is a part of their regular work schedule.
 - d. Part Time Regular employees who have that day as their holiday or designated holiday who have not volunteered, shall be scheduled in inverse seniority on a rotating basis with each succeeding holiday.

ARTICLE 12 - SENIORITY - REASSIGNMENT

1. For the purpose of reassignments within the installation, employees excess to the needs of a section, the following are identified as sections:
 - a. All routes in each Carrier unit covering a Zip Code area, to include all Grade 2 Technician assignments and Full Time Reserve assignments covering a Zip Code area.
 - b. All Part Time Regular Carriers working collections.

(In the event Full Time Day Collection and Parcel Post assignments are reestablished, this will be a subject for good faith bargaining between the parties).

ARTICLE 13 - ASSIGNMENT OF ILL OR INJURED REGULAR WORKFORCE EMPLOYEES

Section 3C - Local Implementation

1. Carriers on light duty may be used for Auxiliary Collections when pronounced "fit" for such duty by a Physician.
2. Carriers on light duty may be used for "casing mail" when the need for casing exists.
3. Other than the exceptions listed above, no specific assignment in the carrier craft can be identified as a light duty assignment. Therefore, every effort will be made to assign carrier craft employees to temporary light duty consistent with their ability and physical condition. Such assignments if made to other crafts will not be made to the detriment of other craft employees.
4. The subject of identification of other light duty assignments within the carrier craft can be made a topic for consultation at any time by either the Union or the Employer.

ARTICLE 14 - SAFETY & HEALTH

Section 2 - Co-operation

1. No vehicle will be assigned to a carrier unless it can be reasonably expected to conform to recognized safety standards.
2. When the head of the local government, local law enforcement agency or Fire Department declare a state of emergency exists either generally or in a specific limited area in the locality, which prohibits or in the opinion of the Employer warrants the curtailment or termination of postal operations, the Union will be immediately notified. To the extent that it is reasonably possible, affected employees will be advised regarding the situation.

When a carrier, while on duty, is suddenly exposed to an emergency condition such as a Bomb-Threat or Civil Disorder which could adversely effect his safety, he will not be required to continue his duties until a postal authority has declared the affected area safe. When local conditions, commonly referred to as "Acts of God" occur, the current provision of the Postal Manual will apply and the installation head shall provide employees affected with appropriate leave.

3. A carrier may note in his route book a place near his route (hospital, clinic, or doctor) where emergency treatment may be received.

ARTICLE 17 - REPRESENTATION

Section 5 - Labor - Management Committee Meetings

1. Labor Management Committee Meetings shall be held pursuant to Article 17, Section 5 of the National Agreement.

ARTICLE 20 - PARKING

Section 3 - Labor/Management Committee

1. The employer and the union recognize that all parking spaces are open except for prohibitive areas. The employer shall provide Branch 3 NALC with one reserved parking space and parking permit within the controlled area of the main office.
2. A committee comprised of two (2) Union representatives and two (2) management representatives shall be formed, as necessary, to meet and discuss employee parking problems at each unit.

ARTICLE 41 - NALC - CARRIER CRAFT

Section 1 - Posting

1. a. For the purpose of bidding for Full Time duty assignments, Full Time duty assignments will be posted within each section of the installation for bidding by the entire carrier craft, except when retreat rights prevail, and when union and management mutually agree to internal section bidding due to extensive route adjustments.
- b. All provisions of this section apply to part time regular employees within their own category.

ARTICLE 41 - NALC - CARRIER CRAFT

Section 1 – Posting (Continued)

2. All full time carrier assignments, including Grade 2 Technician assignments, reserve regular assignments, where appropriate, shall be posted for not less than ten (10) days or more than 30 days.
3. After posting, when bids are cancelled for any reason prior to the closing date, the bid announcement will not be withdrawn before the original closing date. The vacancy will be announced at the next posting.
4. The senior applicant for a vacant assignment shall be placed in the new assignment in accordance with the NALC National Agreement as follows. Within ten (10) days after the closing date of the posting, the Employer shall post a notice indicating the successful bidder, seniority date and number. The successful bidder must be placed in the new assignment within fifteen (15) days except in the month of December.
5. All Letter Carrier non-scheduled work days shall be on a rotating basis for routes except those that are permanently designated, through a joint agreement, as having a Monday to Friday schedule. All full time Reserves and Unassigned full time carriers shall have non-scheduled work days on a rotating basis, unless they are assigned to a route in accordance with Paragraph 8 of this section.

Section 2 - Seniority

1. Full Time Reserve Letter Carriers, and any unassigned Full Time Letter Carriers whose duty assignment has been eliminated in the particular delivery unit, may exercise their preference by use of their seniority for available craft duty assignments of five (5) days duration or more in the delivery unit to which they are assigned.
2. The following procedure shall be used for filling available craft duty assignments of anticipated duration of five (5) days or more for Full Time Reserves and Unassigned Regulars or five (5) days or more for Part Time Flexible Carriers pursuant to Article 41, Section 2.B.3.4. of the 1987 National Agreement:
 - a. Whenever reasonable advance notice is given to the employer of the intended vacancy, such as scheduled annual or sick leave, the employer shall post a notice in the delivery unit no earlier than seven days or no later than three (3) days prior to the Wednesday of the week preceding the date of availability of the vacant duty assignment. The notice shall list the following information:
 1. Beginning date of the vacant duty assignment.
 2. Name of full time carrier assigned to the route.
 3. Route number.
 4. Anticipated duration of vacant duty assignment.

ARTICLE 41 - NALC - CARRIER CRAFT

Section 2 - Seniority (Continued)

- b. Full time regular carriers, unassigned full time carriers and part time flexible carriers and city carrier assistants shall indicate their preference in seniority order, by signing their name next to the available route no later than the Tuesday of the week preceding the date of availability of the vacant duty assignment. Any full time or part time carrier already assigned to a vacant duty assignment by preference, is not eligible to bid the posted vacancy if their current assignment is scheduled to be vacant on the beginning date of the posted vacancy.
 - c. When reasonable advance notice of the intended vacancy is not given, the employer shall post the vacant duty assignment as soon as possible, giving eligible full and part time carriers the opportunity to indicate their preference by seniority.
3. Upon selection or assignment to an available duty assignment, carriers shall assume the starting time and non-scheduled day of the assignment. If the carrier has already had a non-scheduled day during the first week of the assignment, he/she may not displace the Grade 2 Technician on the regular non-scheduled day of the assignment. If the carrier has worked Saturday in a previous assignment and the new assignment he/she selects has Saturday as a non-scheduled day, he/she will be given a new non-scheduled day in the work week, if he/she is not on the overtime desired list. Part time flexibles and City Carrier Assistants shall work all hold downs for the duration.
 4. A full time regular carrier called into work on his non-scheduled day shall be given his full time duty assignment, provided that one of the routes on the Grade 2 Technician's assignment is vacant. If two or more of the routes on the Grade 2 Technician's assignment are vacant, the Grade 2 Technician will be allowed to choose which route he/she will be assigned to for the day.
 5. To the maximum extent possible, when it becomes necessary to eliminate a letter carrier route within a section, management will eliminate carrier routes as follows:
 1. Auxiliary route.
 2. Vacant route.
 3. Junior employee route.
 6. In the event it is necessary to detail a part time flexible from an assigned unit (s) seniority among Part Time Flexibles in the unit (s) shall prevail with the Junior Part Time Flexible without an assignment being detailed to the gaining unit(s). Such details are on a daily basis only and the detailed carrier(s) shall be returned to their assigned station(s) the first day there is an available assignment in the assigned unit(s).

Section 3 - Miscellaneous Provisions

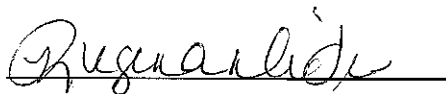
1. Employees who find it necessary to phone the Station or Branch concerning official Postal Service business while on the route shall be reimbursed the cost of the phone call.
2. When the Manager of each carrier unit is notified of the date routes in his station are to be inspected, the Union shall be mailed a copy of the notice at the same time.

ARTICLE 41 - NALC - CARRIER CRAFT

Section 3 - Miscellaneous Provisions (continued)

3. The Union shall be notified at least one (1) week in advance of any policy changes, or any proposed changes in existing regulations relating to the duties and functions of city letter carriers. This shall include starting time changes.
4. The employer will make a reasonable effort to assign the same vehicle to the same route each day, if operational requirements permit. It is the employer's intent that the vehicles be maintained in an acceptable state of cleanliness, including periodic washings.
5. Employees switching of non-scheduled days in a Grade 2 Technician group shall be permitted using PS Form 3189. The forms shall be initiated by the employee and approved by both the supervisor and the steward.
6. When a letter carrier route or full-time duty assignment, other than the letter carrier route(s) or full-time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of, but not limited to, route adjustments, highway, housing projects, all routes and full-time duty assignments at that unit held by letter carriers who are junior to the carrier(s) whose route(s) or full-time duty assignments(s) was abolished shall be posted for bid in accordance with the posting procedures in this Article.

FOR THE POSTAL SERVICE



REGINA DEFEO
LABOR RELATIONS SPECIALIST
WNY

FOR THE UNION



LAWRENCE KANIA
PRESIDENT, BRANCH 3 NALC
BUFFALO/WESTERN NEW YORK