

LOCAL MEMORANDUM  
of  
UNDERSTANDING

between

The UNITED STATES POSTAL SERVICE

&

The NATIONAL ASSOCIATION OF  
LETTER CARRIERS

**HAMBURG**

NEW YORK

2017

**HAMBURG POST OFFICE POST OFFICE 14075-9998**  
**LOCAL MEMORANDUM OF UNDERSTANDING**  
**U.S. POSTAL SERVICE**  
**and**  
**NATIONAL ASSOCIATION OF LETTER CARRIERS**

**This Memorandum of Understanding is entered into on November 1, 2017, at Hamburg, NY 14075, between the representatives of the United States Postal Service, and the designated agent of Branch #3 National Association of Letter Carriers, pursuant to the Local Implementation Provisions of the 2016 National Agreement with the National Association of Letter Carriers, AFL-CIO.**

**Article 8 – Hours of Work**

**Section 5 – Overtime Assignments**

- A. For the purpose of establishing an overtime desired list for full time reserve, and unassigned regular letter carriers, lists shall be posted by section as follows: all full-time regular letter carriers in Hamburg, New York Post Office.
- B. There will be preparation of one listing for overtime assignment.
- C. The names of the letter carriers, on the overtime desired list, who elect to work more than ten (10) hours will be identified by an asterisk or highlighted by some other means.
- D. Letter 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 names from the list.
- E. When a letter carrier requests to be removed from the overtime desired list, the request will be granted. However, management does not have to immediately honor the request if the carrier is needed for overtime work on the day the request was made or scheduled for overtime on the workday immediately following the request.
- F. Once a letter carrier is removed from an overtime list, the carrier will only be permitted to place their name back on the list in accordance with Article 8.5 of the National Agreement.

G. The utilization of the overtime desired list will be applied under the following procedures for full time letter carriers:

- 1) During the quarter every effort will be made to distribute equitably the opportunities for overtime among those on the "Overtime Desired" list.
- 2) If the voluntary overtime desired list does not provide sufficient qualified letter carriers, qualified full-time regular letter carriers not on the list may be required to work overtime on a rotating basis with the first opportunity assigned to the junior carrier.
- 3) The overtime desired list shall be posted each calendar quarter. At each quarterly posting, the ODL shall have recorded the number of overtime hours worked and opportunities offered by the letter carriers on the ODL during that quarter. At the start of each quarter, all carriers' totals shall return to zero.
- 4) Letter carriers on any type of leave, with the exception of annual leave, for more than five (5) workdays, shall have the lowest number of hours worked or opportunities offered during the absence added to the hours the carrier had when the absence began.
- 5) Letter carriers on annual leave of one or more weeks, immediately preceding and/or following non-scheduled days, will not be required to work overtime on their days off, and will not be charged for refusal.
- 6) In order to insure equitable opportunities for overtime, overtime hours worked and opportunities offered will be posted and updated weekly. The union will receive a daily update.
- 7) The delivery supervisor will verbally inform the NALC steward or his assigned replacement of those excused from working overtime.
- 8) 204 B's will be charged for the actual overtime hours worked during the detail, or the average overtime hours worked by the OTDL carriers during the detail, whichever is greater.

H. In the event a regular full-time letter carrier is called in for overtime on their non-scheduled day, and there is a vacancy within their **Carrier Technician's**

group, the carrier will be assigned to their regular bid job and the **Carrier Technician** will be moved to the vacancy.

I. In the event a regular full-time carrier is called in for overtime on their non-scheduled day, and there is no vacancy within their **Carrier Technician**'s group, the **Carrier Technician** shall displace a Part Time Flexible or CCA carrier from a hold down within his/her group for the day, and the regular full time-carrier will be assigned to their regular bid job.

J. When a letter carrier on the overtime desired list is called for overtime, on their non-scheduled day, but is unable to be reached, management will immediately inform a union representative of the situation. The union representative, if available at the time the supervisor made the initial call, will then verify that the call has been properly placed or will replace the call themselves.

K. Letter carriers on their non-scheduled day will not be charged for refusal of overtime when called after 9:00 AM.

#### Section 9- Wash Up Time

Letter carriers will be permitted a reasonable amount of wash up time when appropriate. Such time will be shown on PS Form 1838 and PS Form 3999. The parties agree that nothing in the new language establishes a numerical figure beyond what is reasonable in each specific instance. Wash up time is for washing up. The appropriateness is determined solely on the basis of hygiene. Furthermore, no route changes or adjustments are required as a result of this new language.

#### ARTICLE 10- LEAVE- GENERAL

A. 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 1<sup>st</sup> 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 the steward for posting on the carrier bulletin board.

B. Two days after the initial posting of the beginning of the new leave year, or if a non-scheduled day then the day thereafter, letter carriers may hand submit PS forms 3971 to the delivery supervisor for annual leave. This leave period will run from the first full pay period of the new calendar year, up to the beginning of the other-than-choice vacation period, and the weeks of December which do not include the other- than-choice vacation period, through the end of the leave year.

Carriers non-scheduled on the submission date for applying for such leave may hand submit their requests to their steward or supervisor prior to that date, and their PS form 3971 will be ring-dated by management.

C. For the purpose of vacation bidding, a section shall be defined as the entire letter carrier force of the Hamburg Post Office.

D. Vacations will begin on Monday and end on Sunday.

E. The trading of annual leave weeks will not be permitted.

F. Vacation schedules shall be posted on December 15<sup>th</sup> of the preceding year and remain posted until February 15<sup>th</sup> of the canvassed year, for the purpose of allowing letter carriers to see what weeks are available. This vacation schedule posting shall apply to all leave requests during the choice and other-than-choice vacation period, for the new leave year, and shall show any leave already approved under Article 10 B. above.

G. A copy of the vacation schedule will be furnished to the local NALC union steward, or his assigned replacement. Each employee shall be notified in writing on PS Form 3971 of the approved vacation.

H. Beginning on December 15<sup>th</sup> of the previous year, the vacation schedule posted shall show a daily update, through February 15<sup>th</sup> of the new leave year, or until the canvassing(s) is otherwise completed.

I. The canvassing for vacation bids for choice and other-than-choice periods shall be by seniority and shall begin on December 15<sup>th</sup> of the previous year, and continue through completion on or before the beginning of the other-than-choice vacation period. Carriers will be allowed up to 48 hours to return their selections. **After all career carrier employees have made their selections for the choice and non choice vacation 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 annual leave, they must have a leave balance sufficient enough to cover the leave that was requested. This provision in no way changes the number of carriers allowed off per week as agreed upon in Article 10 Choice Vacation Leave (D) of this agreement.**

J. Upon selecting their vacation weeks during the choice and other-than-choice vacation canvass, letter carriers will hand submit PS Form 3971 to the delivery

supervisor for approval. The total amount of leave requested through the canvassing period must not exceed their earned annual leave for the current year.

K. In the event there are any weeks during the choice and other-than-choice vacation periods where there are fewer carriers scheduled for leave than the total number allowed, a second canvass shall take place after completion of the first canvass period, and no later than the beginning of the other-than-choice vacation period of each year and continue through completion on or before February 15<sup>th</sup> of each year. This second canvass shall be conducted for all carriers in the section, and shall be governed by seniority. It is understood that any leave requested as a result of a second canvassing shall be automatically granted by application of this language, providing the requested leave is consistent with Article 10 of the National Agreement.

L. Leave granted during the choice and other-than-choice vacation period will be posted for the entire year for all letter carriers assigned to the Hamburg Post Office.

M. Scheduling of annual leave in excess of the amount earned in the leave year will be handled as incidental leave. This leave may be applied for after the canvassing period is completed. During the year, management will seriously consider additional annual leave requests and will approve as many as can be spared, based on operational needs.

N. When letter carriers requesting annual leave hand submit PS Form 3971 to the delivery supervisor at least five (5) days in advance of such requested leave, management will reply indicating approval or disapproval within seventy-two (72) hours following submission of PS Form 3971. Failure by management to reply within seventy-two (72) hours will automatically approve the carrier's request. When carriers request annual leave less than five (5) days in advance of the requested leave, approval or disapproval will be given as soon as possible. All replies will be made on PS Form 3971, submitted by the carrier, with a duplicate copy given to the carrier.

O. REQUESTS FOR ANNUAL LEAVE ON THE SAME DAY: Leave forms are to be submitted by the letter carrier and handed to the delivery supervisor for ring-dating. These applications will be honored up until 8:00AM with the leave being granted by the seniority if more than one carrier has submitted a request on the same day. Requests made after 8:00AM shall be made on a first-come-first-served basis. Replies to all requests shall be returned to the letter carriers as soon as possible after 8:00AM.

P. To the extent practicable and consistent with the needs of the service, letter carriers will be excused on annual leave or leave without pay to attend services on their respective religious holidays.

Q. The VOMA, if a letter carrier, shall have their annual leave charged to the letter carrier craft, and will be factored in the formula in Article 10.E. of the choice vacation period.

R. Annual leave to attend national or state conventions or area seminars requested prior to canvassing choice and other-than-choice vacation periods shall be approved as follows:

- 1) Three (3) letter carriers requests will not count as part of the choice vacation period quota.
- 2) Two (2) letter carriers requests will not count as part of the other-than-choice vacation period quota.
- 3) Additional requests will count as part of the vacation period quotas.

S. Requests for emergency annual leave will be given immediate consideration.

## **ARTICLE 10 – LEAVE – CHOICE VACATION PERIOD**

A. The choice vacation period shall begin on the fourth Monday in May, and continue for eighteen (18) consecutive weeks.

B. On December 15<sup>th</sup> of the previous year, a total count of the regular letter carrier workforce to be on the rolls on January 1<sup>st</sup> of the next year will be taken to establish the number of carriers used in the leave formula. If vacant full-time assignments will exist on January 1<sup>st</sup> that are not being held pending reversion, then these assignments will also be factored into the formula.

C. Units of Vacation Selections. In accordance with Article 10, Section 3.d. of the National Agreement, employees shall be granted up to ten (10) or fifteen (15) days of continuous annual leave; or at their option shall be granted two (2) selections during the choice vacation period of either five (5) or ten (10) days of continuous annual leave, the total not to exceed ten (10) or fifteen (15) days.

### **D. LETTER CARRIER LEAVE FORMULA:**

The number of letter carriers allowed on annual leave during the choice vacation period will be based on the formula below:

$$\frac{\text{Number of letter carriers} \times 3}{18 \text{ weeks in choice vacation period}}$$

If the above formula results in a fraction of .5 or higher, it shall be rounded up to the next whole number.

#### E. LEAVE CANCELLATION:

- 1) A letter carrier may cancel leave scheduled during the choice vacation period by notifying their supervisor (with the supervisor then notifying the NALC steward or their replacement) as soon as possible, preferably at least seven (7) days prior to the start of the leave. This leave will then be announced and posted for at least three (3) days.
- 2) When at least three (3) days notice is given by 9:00AM Friday prior to the vacation week, management will announce on the floor and post such leave. Cancelled leave shall be posted for bid upon notification. All letter carriers shall bid on such canceled vacation by seniority, beginning with the senior carrier who is junior to the carrier listed for that week(s) vacation.
- 3) Any carrier bidding a canceled vacation, who has the maximum leave granted in Article 10.D already assigned shall cancel a corresponding number of weeks if the carrier is successful in bidding the canceled vacation. If the canceled vacation is still vacant after the junior carrier has been canvassed, the open period shall be offered to the remaining carriers, with the senior carrier starting the bidding.

#### F. LEAVE CANCELLATION DUE TO ILLNESS:

1. All letter carriers who become ill or injured while on annual leave during the choice vacation period shall have another selection during the choice period, provided the carrier does not bump another carrier from their vacation selection, and provided the selection does not exceed the maximum allowed off during the choice period.
2. When a letter carrier cancels a bid vacation due to illness or injury, and any carrier junior cancels a bid vacation, the carrier canceling a bid vacation



for illness or injury shall be the first eligible bidder for the canceled vacation.

G. A letter carrier called for jury duty or military leave during the choice vacation period shall not be counted in the number of letter carriers scheduled during that period.

## **ARTICLE 10 – LEAVE OTHER-THAN-CHOICE VACATION PERIOD**

A. The other-than-choice vacation period shall begin in February and continue until the beginning of the choice vacation period. After the end of the choice vacation period, the other-than-choice period will then continue through November, with the following exceptions:

\*When the first week in February includes any days in January, the week will be considered available during the other-than-choice vacation period.

\*When the last week in November includes any days in December, the week will be considered available during the other-than-choice vacation period.

\*The days between Christmas and New Years are included in the other-than-choice vacation period.

B. A quota of three (3) letter carriers will be allowed off per week during the other-than-choice vacation period, except for the eight (8) weeks preceding the choice period where four (4) letter carriers will be allowed off per week and the following five (5) weeks whereby the quota is stipulated:

\*The week before Easter week- six (6)

\*Easter week- six (6)

\*The first two (2) weeks of big game hunting season- five (5)

\*The days between Christmas and New Years- six (6)

### **C. TWENTY-FOUR HOUR RULE:**

For the purposes of canvassing in the other-than-choice vacation period, twenty-four (24) hours of annual leave constitutes a week. A minimum of twenty-four (24) hour of annual leave must be used or the canvassed week is re-posted in its entirety.

D. Leave canceled seven (7) days or more prior to the beginning of the leave week in the other-than-choice vacation period will be considered available. The leave shall be posted for bid upon notification. All letter carriers shall bid on such canceled vacation by seniority, beginning with the senior carrier who is junior to carrier listed for that week(s) vacation.

E. Leave requests submitted in the other-than-choice vacation period, up to the quotas established must be submitted seven (7) days prior to the start of the leave week in which the leave is requested. After this period, management will seriously consider annual leave requests and will approve as many as can be spared, based on operational needs.

### **Article 11 – Holidays**

For the purpose of scheduling on holidays and days designated as holidays, a section will be the entire letter carrier workforce. The following procedure will be used for the assignment of carriers on holidays or designated holidays:

- 1) All part-time flexible letter carriers and City Carrier Assistants
- 2) Full-time regular letter carriers who volunteer to work on the holiday or day designated as their holiday
- 3a) Full-time regular letter carriers who are non-scheduled who are on the overtime list and volunteer, by seniority
- 3b) All other full-time regular letter carriers who are non-scheduled and volunteer, by seniority
- 4) Full-time regular letter carriers who are non-scheduled and have not volunteered shall be scheduled in inverse seniority
- 5) Full-time regular letter carriers who have that day as their designated holiday and have not volunteered shall be scheduled in inverse seniority.

### **Article 12 – Seniority and Reassignment**

A. Posting full time duty assignments:

- 1) For the purpose of bidding for full time duty assignments, a section shall be defined as the entire letter carrier craft.
- 2) All full-time regular letter carrier assignments, including utility assignments and reserve assignments, where appropriate, shall be posted for not less than ten (10) days, or more than thirty (30) days.
- 3) After posting, when bids are canceled for any reason prior to the closing date, the vacancy will be posted as soon as possible.
- 4) Letter Carriers applying for an assignment shall make a sealed bid in writing to the supervisor in charge during the period for which the notice is posted.
- 5) A receipt for a bid shall be obtained upon request.
- 6) The senior applicant for a vacant assignment shall be placed in the new assignment within fifteen (15) days, except that during the month of December he or she shall be placed in the new assignment no later than the first pay period in January.

B. The following procedure shall be used for filling available craft duty assignments of expected duration of five (5) days or more pursuant to Article 41, Section 2., B., 3. & 4., of the National Agreement:

- 1) Whenever reasonable advance notice is given to the delivery supervisor of the intended vacancy, such as scheduled annual or sick leave, the delivery supervisor shall post a notice in the delivery unit no earlier than seven (7) days or no later than three (3) days prior to the Wednesday of the week preceding the date of the availability of the vacant duty assignment. The notice shall list the following information:
  - a) Beginning date of the vacant duty assignment.
  - b) Route number or **Carrier Technician** identification.
  - c) Anticipated duration of vacant duty assignment.
- 2) Letter carriers shall indicate their preference in seniority order by signing their name next to the available route or **Carrier Technician** assignment no later than Tuesday of the week preceding the date of availability of the vacant duty assignment. Any carriers already assigned to a vacant duty assignment by preference, are not eligible to bid the posted vacancy if their

current assignment is scheduled to be vacant on the beginning date of the posted vacancy.

3) When reasonable advance notice of the intended vacancy is not given, the delivery supervisor shall post the vacant duty assignment as soon as possible, giving eligible carriers the opportunity to indicate their preference by seniority.

4) Upon selecting by seniority an available duty assignment of five (5) days duration or longer, letter carriers shall assume the starting time and non-scheduled days of the assignment selected. If the carrier has already had a non-scheduled day during the first week of the assignment, he/she may not displace the **Carrier Technician** carrier on the regular non-scheduled day of the assignment.

### **Article 13 – Assignment of Ill or Injured Regular Workforce Employees**

A. Carriers on light duty may be used for auxiliary collections when pronounced fit for such duty by a physician.

B. Carriers on light duty may be used for “Night routing” when the need for night routers exists.

C. Other than the exceptions listed above, no specific assignment in the letter 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 the other craft employees.

D. The subject of identification of other light duty assignments within the letter carrier craft can be made a topic for consultation at any time by either the union or the employer.

E. The employer will make every effort to assign light duty carriers to their normal schedule, or as close to their normal schedule as possible.

F. When it is not possible to assign an ill or injured letter carrier to a light duty assignment within the carrier craft, in accordance with Article XIII of the National Agreement, the installation head or his designee shall discuss the matter with a representative of the NALC prior to effecting a permanent reassignment outside the craft.

## **Article 14 – Safety and Health**

A. No vehicle will be assigned to a letter carrier unless it can be reasonable expected to conform to recognized safety standards.

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

### **C. Guidelines during Emergency Conditions**

1) When the head of the local government, local law enforcement agency or fire department declares 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 emergent condition such as bomb threat and/or civil disorder which could adversely affect his or her safety, he or she will not be required to continue his or her duties until a postal authority has declared the affected area safe. When local conditions, commonly referred to as "acts of God" occur, the current provisions of the Employee and Labor Relations Manual will apply, and the installation head shall provide employees affected with the appropriate leave.

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

## **Article 17 – Representation**

A. Labor/Management meetings will be held in accordance with Article 17.5 of the National Agreement.

B. The total number of representatives of the NALC union and management at these meetings will not exceed three (3). Official time will be allowed as per Article 17.5 of the 2016 National Agreement.

C. Policies to be established by management for the Christmas operation will be a subject of conversation at a timely regularly scheduled joint Labor/Management meeting.

D. Minutes of the Labor/Management meeting shall be kept by a designated recorder and be made available to both parties for verification no later than two (2) full work days (Monday – Friday) after such meeting.

E. It is agreed that agenda items for discussion at these meetings shall be exchanged at least three (3) full work days (Monday – Friday) prior to the scheduled meeting.

F. Items not placed on such agenda by the union and management shall be discussed by mutual consent. The representatives of the union and management will be named at the time of submission of the agenda items to be discussed.

G. The NALC union bulletin board shall be placed in an area easily accessible to all NALC members.

H. A locked filing cabinet shall be provided for the NALC union steward and be placed in a mutually agreed appropriate location.

I. Representatives of the NALC union will be allowed to speak on the workroom floor, with management approval of topic and time frame.

## **Article 20 – Employee Parking**

Management reserves the right to control allocation of parking spaces at its facility with respect to providing priority parking for all government and supervisory vehicles. All other designated parking spaces will be available to other personnel on a first come basis, except if the need to provide priority parking for a disabled employee is recognized by management. If public parking is denied to those employees not able to park on the facility, management will make a maximum effort to secure additional parking space.

## **Article 41 – Letter Carrier Craft – Miscellaneous**

A. Use of Post Office Telephones – The President, Vice-President, Steward(s) or Alternate Steward(s) of the branch will be permitted to use the post office phone to make local calls relating to the administration of the National Agreement. The

delivery supervisor will be informed of the purpose of the call prior to the call being made.

B. Letter carriers who find it necessary to phone the post office concerning official Postal Service business while on the route, shall be reimbursed the cost of the phone call.

C. Letter carriers will inspect their LLV's, or other assigned postal vehicle, immediately upon beginning tour of duty.

D. Uniform and Work Clothes – Items of uniform dress which are not seasonal in usage, e.g. approved tie, black leather shoes, will be worn year round as appropriate. Winter apparel shall be worn from October 1 to April 30. Summer apparel shall be worn from May 1 to September 30.

In the event of sudden changes in the weather, uniforms will be worn as appropriate.

Failure on the part of any employee to appear for work in appropriate attire, footwear, and properly groomed in accordance with the widely accepted social standards, may be subject to disciplinary action.

E. Bulletin Boards - The Postal Bulletin, applicable area bulletins, or any other official communications intended for dissemination to all employees, will be posted in a conspicuous area of the workroom floor. This will be accomplished within two (2) working days of the receipt of such notice.

F. 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 assignment(s) was abolished, shall be posted for bid in accordance with the posting procedures in this article.

G. To the maximum extent possible when it becomes necessary to eliminate a letter carrier route(s) at the Hamburg Post Office, management will eliminate carrier routes in the following order:

- 1) Auxiliary Route
- 2) Vacant Route
- 3) Junior Letter Carrier Route

H. Furthermore, prior to eliminating any letter carrier routes, management will consult with the local National Association of Letter Carriers representative(s).

I. If a major route change of over 50% is necessitated, the NALC union and the letter carrier effected shall be consulted.

J. The union shall be notified, as far in advance as possible, when carrier routes are scheduled to be inspected.

K. Inspection of Official Personnel files – At reasonable intervals, a letter carrier shall be granted the opportunity, upon timely request, to inspect his or her official personnel files (except highly confidential items) in the presence of a management representative, provided such inspection occurs off the clock.

L. 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.

M. Switching of non-scheduled workdays in a **Carrier Technician** group shall be permitted when there is mutual consent between the carriers and the supervisor involved. In such instances, PS Form 3189 must be completed.

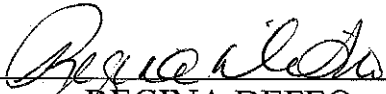
N. All full-time regular and part-time flexible letter carriers, holding down a route, will have their non-scheduled days on a rotating basis.

O. Management shall provide the NALC union representative with a copy of PS Form 1723, for higher level assignments, as much in advance as possible.

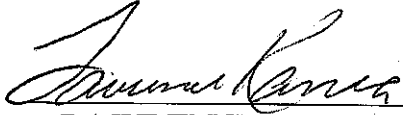
P. Letter carriers shall be allowed two (2) hours leave for the purpose of giving blood, upon scheduling approval from management.

**THIS LOCAL MEMORANDUM OF UNDERSTANDING SHALL REMAIN IN EFFECT FOR THE TERM 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