

LOCAL MEMORANDUM
of
UNDERSTANDING

between

The UNITED STATES POSTAL SERVICE

&

The NATIONAL ASSOCIATION OF
LETTER CARRIERS

LOCKPORT

NEW YORK

2017

LOCAL MEMORANDUM OF UNDERSTANDING

This local memorandum of understanding between the United States Postal Service and the National Association of Letter Carriers Branch #3 at Lockport, New York; constitutes the entire agreement between the parties regarding the subjects for Local Implementation set forth in Article XXX, Section B, of the 2016-2019 National Agreement.

ARTICLE VIII HOURS OF WORK AND OVERTIME

A. Assignments and Hold-downs

1. Regular route carriers working their non-scheduled day will be assigned to their regular assignment, "bumping" the utility carrier to one of the other assignments in his/her string.
2. Utility carriers "bumped" or working their non-scheduled day, will be assigned to an available assignment in his/her string. If more than one assignment in the string is available, the utility carrier may exercise preference.
3. A utility carrier may "bump" a PTF or CCA carrier who has a hold-down assignment (Article XLI-2B-4), only if that assignment/route is a part of that utility string and no other route/assignment in that string is available.
4. If no assignment is available in the utility carrier's string, that carrier will be assigned to another open route/assignment. If more than one open assignment exists, that utility carrier may exercise preference for an assignment by seniority.
5. PTF and CCA carriers can exercise preference under Article XLI-2B-4 for available hold-down assignments with anticipated duration of five days or more or holiday weeks. A carrier who opts for a hold-down assignment must

work the assignment for its duration unless "bumped" by a regular or utility carrier.

6. Any PTF or CCA carrier opting for a hold-down assignment must sign the hold-down book at least one day prior to working the assignment.

7. PTF carriers are required to check the next day's schedule on a daily basis.

B. All regular carriers will be on a rotating work schedule.

C. Overtime record:

1. Records shall be kept for any overtime that carriers have accumulated other than on their own route (hours and opportunities). Management will update and post the quarterly record on a daily basis. The Union will notify management of any alleged discrepancies as soon as possible.

2. The union will receive a copy of the quarterly overtime record no later than one week following the end of the quarter.

3. The union will receive a copy of the quarterly sign-up sheet no later than one week after a quarter begins.

4. If a carrier is not available for overtime when called or notified prior to starting time of assignment, the hours normal for that assignment will be charged on the overtime record. All carriers called after the latest normal starting time will be charged on the overtime record only if they work.

5. Overtime worked in emergency situations shall not be charged on the overtime record. (ex. overtime worked in P.M. after illness, accidents, or vehicular breakdowns cause an emergency situation.)

ARTICLE X ANNUAL LEAVE

A. Seniority:

1. The spirit of seniority shall prevail in vacation planning, and all assignments except for those weeks taken for Union conventions and military leave shall be made on that basis.

2. This section covers all career and CCA carriers.

B. Management will inform letter carriers of the beginning date of the new leave year no later than November 1st of each year. Vacation schedules shall be posted on December 15th of the preceding year and remain posted until bidding is concluded.

C. Choice vacation weeks:

- 1) From the first full week in June through the week of Labor Day.
- 2) The week preceding and following Easter.
- 3) Memorial Day week.
- 4) Two weeks in November beginning with the first Monday on or after the 15th of November.
- 5) The week between Christmas and New Years (December 26th through December 31st).

D. Selection Periods; The canvassing for vacation bids by seniority shall begin on January 2nd of each year. The Union will conduct the bid process in a manner of its choosing in order to complete round two by March 1st (March 2nd if March 1st is a Sunday). Management will allow a Union designee the time necessary to complete bid-related tasks on his/her regularly scheduled days.

1. Round One will commence with a Union designee informing carriers by seniority that they must submit PS Form 3971 in duplicate for vacation bid within forty-eight (48) hours (excluding Sundays and N/S days). For carriers who earn twenty or twenty-six days per year, round one selection may be fifteen consecutive workdays or two selections in units of five or ten consecutive workdays not to exceed fifteen days. For carriers who earn thirteen days per year, round one selection may be ten consecutive workdays or two selections in units of five consecutive workdays. Vacations will be posted on the vacation sheet in order of seniority. Round one will close when all carriers have been afforded the opportunity to select. Round one bids are for the choice weeks only.

2. Round two will commence immediately after completion of round one and will be closed when all carriers have been afforded the opportunity to select.

Selections may be up to two weeks and may be split into one-week periods. Round two bids are for choice and non-choice weeks.

3. Round Three will commence immediately after completion of round two and will be closed after one week. Any carrier wishing to bid must submit PS Form 3971 in duplicate during the week. Round Three bids will be awarded by seniority after all bids have been received. Round three bids are for non-choice weeks only.

4. No person other than the letter carrier making a selection may submit a PS Form 3971 on his/her behalf. If a carrier is not available to select during their turn for any unforeseen reason, the selection process will not continue until Management and the Union mutually resolve the issue.

5. Management will approve PS Forms 3971 as soon as possible and return a copy to the appropriate carrier(s).

6. Management will post an updated copy of the Choice and Non-Choice selections on a daily basis.

7. Except for the provisions of Section D-12 and the week between Christmas and New Years, all vacations bid during these selection periods will begin on Monday.

8. January, February, and March shall be considered open months. The number of carriers allowed off will be the same as allowed off in the non-choice period per Article X, Section H-2. Bidding will follow the guidelines set in Article X, Section E of this local.

9. Normally, employees on the overtime desired list who have annual leave immediately preceding and/or following non-scheduled days will not be required to work overtime on those non-scheduled days. However, if they desire, employees on the overtime desired list may advise their supervisor in writing of their availability to work a non-scheduled day that is in conjunction with approved leave.

10. Carriers will not be called to work nor volunteer to work during any annual leave period including non-scheduled days contained therein

11. During any round, if a carrier does not make a selection in the allotted time, that carrier will be passed over until such time as he/she is ready to select. He/she may then select only from the remaining available weeks.

12. During the two week period following the third selection period, any carrier may relinquish any part of one or two bid weeks that were not filled during the selection periods.

13. After all career carrier employees have made their selections for the choice selection 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 Section H.1 of this agreement.

E. Leave outside of the selection periods will be applied for on PS Form 3971 in duplicate/triplicate submitted not more than sixty (60) days prior to the first day of leave. The accepting Supervisor will return a signed copy noting the acknowledgement of the submitted PS Form 3971. One completed copy of PS Forms 3971 will be returned within 72 hours of the date received. Leave granted outside of the selection periods will be based upon seniority on the date of submission. **CCAs will be able to select remaining weeks and/or slots in outside of the selection periods 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.**

F. Except as provided for in Section D-12, all vacations requested during the selection periods must be taken unless a carrier's annual leave balance drops to five (5) days. The dropping of any vacation week due to emergency situations shall only be allowed by joint approval of the union and management.

G. Mutual trades shall be permitted with the approval of the Branch # 3 President or designee and management. Carriers having approved trades must take the period traded.

H. Number on Vacation:

1. The minimum number of carriers allowed off per week during the choice vacation period will be determined by the following formula:

Sixteen (16) percent of the total number of carriers on the rolls as of November 1st each year. Any fraction of .5 or over will be rounded off to the next highest number.

2. The total number of carriers allowed off during the non-choice period will be one half (1/2) the number of carriers allowed off during the choice period. The non-choice vacation period is that part of the calendar year excluding December and the choice vacation period. Any fraction of .5 or over will be rounded off to the next highest number.

3. These numbers are only guaranteed for the bid periods. When bid periods are closed, vacation will be granted as by Article X, Section E, of this local.

I. Special requests for extended 2nd and 3rd leave periods of two (2), three (3), or more weeks, may be approved by the head of the installation and officers of Branch #3, NALC. Management may make special arrangements for extended leave so that the regularly scheduled vacations will not be disrupted. Special requests may be made during the regular period and combined with regularly scheduled vacation in the choice period.

J. Carriers shall make every effort to affect mutual trades and combine their own choice for extended leave before special requests are made.

K. Jury duty-military leave: If jury duty or military leave conflicts with a carrier's selected vacation time, he/she shall be given the time lost because of jury duty or military leave (if the carrier chooses) in the choice period. This time shall not be detrimental to other carriers who have already selected their vacation. Carriers shall consult with management and their union representative as to the time of the vacation period. Week(s) taken must be open weeks on the vacation schedule.

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1. Jury duty shall not be charged to the choice vacation period.

2. Up to three (3) delegates shall be allowed for national or state union conventions. Vacation weeks taken for national or state union conventions will be blocked off from the vacation schedule.

3. Military leave for all vacation periods shall be blocked from the vacation schedule when the employee is able to provide this information to management.

M. Any carrier detailed as a 204B shall relinquish any bid vacation during their detail. Relinquished weeks shall be posted and bid according to Section F, of the Article.

N. Any unforeseen situation not covered by this Article shall be settled by mutual consent of union and management.

O. Emergency leave shall be granted priority to the greatest extent possible.

P. Where transfers are at the behest of the Service, such persons shall be given his/her annual leave as previously scheduled in the station from which that person transferred regardless of any conflict with leave percentages at this installation.

ARTICLE XI HOLIDAYS

When carriers are needed to work on a holiday or day designated as a holiday; the following order will be used:

A. CCA employees, if any, even if overtime is necessary.

B. Part time flexible employees, even if overtime is necessary.

C. Regular employees, on the 10/12 hour overtime list, by low hours, who volunteer to work their day off.

D. Regular employees, not on the 10/12 hour overtime list, by seniority on a rotating basis, who volunteer to work their day off.

E. Regular employees, by seniority, who volunteer to work their holiday.

F. Transitional employees, even if overtime is necessary.

G. Regular employees, on the overtime list, by juniority on a rotating basis, who did not volunteer to work their day off.

H. Regular employees, by juniority on a rotating basis, who did not volunteer to work their day off.

I. Regular employees, by juniority on a rotating basis, who did not volunteer to work on their holiday.

NOTE** Employees who are on the overtime list and work their day off will be charged on the overtime record.

ARTICLE XII PRINCIPLES OF POSTING

1. Bidding for vacant carrier assignments will be restricted to letter carriers of the installation in which the vacancy occurs, with seniority as the determining factor.
2. In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating preferences in the following manner: First Choice __; Second Choice __; Third Choice __; Fourth Choice __; Fifth Choice __.
3. Letter carriers applying for an assignment shall make a bid in writing during the period for which the notice is posted. A receipt will be given to the carrier if requested. Bids shall be placed in a locked box until bidding date is over.
4. The branch president or designee shall be present at the unlocking of the box at the end of the period.
5. Utility assignment vacancies are to be filled on a seniority basis in the same manner and subject to the same provisions as provided in this Article of this memorandum of understanding.

6. When a letter carrier route of full-time duty assignment, other than the letter carrier route(s) of full-time duty assignments of the junior employee, is abolished at a delivery unit as a result of, but not limited to, route adjustments, highways, 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 assignments are abolished, shall be posted for bid in accordance with postal procedures in this Article.

7. When a carrier is absent due to sickness, vacation, or any reason, the union and management shall notify the carrier of any vacancies that are posted.

SENIORITY - REASSIGNMENTS

1. Reassignments within the installation of employees excess to the needs of a section shall be administered in accordance with the provisions of Article XII, of the National Agreement.

ARTICLE XIII

ASSIGNMENT OF ILL OR INJURED EMPLOYEES

1. A "light duty" assignment is any assignment within the physical capability of an employee who is temporarily or permanently incapable of performing his/her normal duties as a result of illness or injury. When a letter carrier requests a "light duty" assignment and is eligible in accordance with National Article XIII, the union and management heads shall review the needs of the employee and availability of work. Management will attempt to put all incapacitated letter carriers on "light duty" assignments where eligible and assignments are available.

2. When it is possible to assign an ill or injured employee covered under Article XIII of the national agreement as stated above, in a temporary or permanent light duty assignment within the letter carrier craft, it is agreed that the installation head shall consult with a designated representative of the employee's own craft prior to effecting the assignment. The representative of the letter carrier craft shall be the branch president or designee.

3. Within the carrier craft the following shall be considered "light duty" assignments: labeling cases, labeling boxes inside apartment buildings, rewriting route books, answering the telephone, delivery of express mail, performing auxiliary mounted route service, keeping PS 3982's up to date, helping overburdened carriers case mail and flats, and training new employees when in fact training is done at station level by craft employees.

4. The hours of supplemental work forces i.e.; casuals and transitional employees, will be reduced in order to reserve a sufficient number of light duty assignments.

ARTICLE XIV SAFETY AND HEALTH

1. A joint labor-management safety and health committee shall be established, as provided for in Article XIV of the national agreement. The president of Branch #3 or designee shall serve as a committee member. Branch #3 and the employer endorse and actively support the rules and regulations for promoting safety and health. Meetings of the safety and health committee may be called by either party in emergency situations.

2. The medical facilities where a carrier can report in the case of an emergency situation, shall be posted on the safety board in the Post Office. The employee shall be able to go to any of these medical facilities for emergency treatment. Management shall be contacted, by the carrier, as soon as physically able to.

3. No vehicle will be assigned to a carrier unless it can conform to recognized safety standards.

4. The employer shall make a reasonable effort to assign the same vehicle to the same full time route each day if operation requirements permit. Management may interchange vehicles to equalize mileage. It is the employer's and employee's intent that vehicles be maintained in an acceptable state of cleanliness, with the employer providing periodic washes and waxes.

5. It will be the assigned carrier's responsibility to maintain the cleanliness of the vehicle, i.e. removal of garbage and waste attributed to the carrier.

6. It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the employer to consider the curtailment of mail. In cases of such emergency conditions, the employer will, prior to making a decision to curtail the mail, take into consideration such factors as:

- (a) The degree of emergency as stated by and acted upon by responsible government authorities;
- (b) The requirements and reactions of its customers to the emergency;
- (c) The accessibility of postal operations and its customers to the employer and employee; and,
- (d) The safety and health of its employees.

Prior to taking action to curtail the mail, the Employer will notify the Union of its decision and plan of implementation.

ARTICLE XVII LABOR-MANAGEMENT MEETINGS

A. Joint labor-management committee meetings shall be scheduled in all offices in accordance with the following criteria:

In offices of less than 100 employees, meetings will be held quarterly. Agenda items must be exchanged at least 72 hours prior to such meetings. Meetings shall be held when deemed necessary by either party. Where agenda items do not warrant a regularly scheduled meeting, discussions may take place by mutual agreement in lieu thereof.

B. Meetings shall be convened at a time mutually agreed upon and shall run no longer than two (2) hours. Business not disposed of will be taken up at another meeting mutually set up by the union and management.

C. Minutes of labor-management meetings may be kept by mutual consent of both parties.

D. The policies to be established by management for the Christmas Operation will be a subject of discussion at a timely joint labor-management meeting.

E. Such meetings shall be on the clock. The union shall have the option as to the number of representatives it will have attending these meetings. Only one (1) union representative will be compensated by the employer for attending meetings.


ARTICLE XX
ASSIGNMENT OF EMPLOYEE PARKING SPACES

A. Available parking shall be on a first come first serve basis. Handicap parking shall be assigned as needed by mutual agreement between the union and management with justification for that individual's request being required.

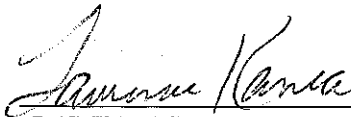
ARTICLE XLI
Section 3
MISCELLANEOUS

1. An employee shall, upon request, have the right to inspect her/her personnel jacket at any time.
2. Management shall grant reasonable wash-up time to any carrier who performs dirty work or works with toxic materials, on a per case basis.
3. No route will be posted for bid when there is a change in starting times.

FOR THE POSTAL SERVICE


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

FOR THE UNION


LAWRENCE KANIA
PRESIDENT BRANCH 3
NALC