

LOCAL MEMORANDUM  
of  
UNDERSTANDING

between

The UNITED STATES POSTAL SERVICE

&

The NATIONAL ASSOCIATION OF  
LETTER CARRIERS

**TONAWANDA**

NEW YORK

2017

## **ARTICLE VIII- HOURS OF WORK**

### **SECTION I - WORK SCHEDULES FIXED OR ROTATING DAYS OFF.**

All full time, unassigned or reserve regular letter carriers duty assignments shall be on a rotating days off schedule with-the work week running from Saturday through Friday.

Part time flexible and CCA letter carriers assigned to a full time duty assignment in accordance with Article XLI, Sec 2 (National Agreement), shall be granted the day(s) off that go with that assignment.

### **SECTION 2- OVERTIME**

The following pertains to the Overtime Desired List inducted by the 1978 National Agreement:

**A.** Any employee who, after being offered the opportunity for overtime, is unavailable, shall be credited on the overtime list with the hours they would have worked if available. Scheduling of overtime assignments shall be on an equitable basis. In the event a regular assigned carrier is requested to work on their non scheduled day, they will be assigned a route on the following basis:

**1.** If other than the utility carrier is on the route, they will displace them, and be assigned their own route.

**2.** If a utility carrier is on the route and if there is an opening on the utility's string of five routes, the utility will move and the carrier will be assigned their own route. If more than one (1)

assignment is available, every effort will be made to afford the utility carrier preference consistent with the needs of the service.

**3.** If a reserve regular, unassigned regular, part time flexible or CCA is on the utility's string of five routes per National Agreement Article XLI, Sec. 2B,3 & 4, Hold Down, the utility carrier shall bump them in the following order: (1) CCA (2) part time flexible, (3) unassigned regular, (4) reserve regular.

**4.** If the utility carrier is assigned and volunteers to move to another route, the carrier will carry their own route.

**5.** If none of the above exists, the regular carrier called in on their non-scheduled day, will work an open assignment.

**6.** Reserve regulars or part-time flexibles who are on a utility hold down who are displaced by Sec. 2A shall have the right to displace any casual, part time flexible; unassigned regular or reserve regular, within that string who is not on a hold down, prior to being assigned to an open route.

**B. 1.** For the purpose of equitability of overtime, all carriers on the overtime desired list (OTDL), will have all chargeable hours of overtime charged to them. Chargeable hours are all hours offered, whether they are actually worked or not. This will not include overtime hours worked on the carrier's own route except hours worked on their non-scheduled day.

2. When it is deemed necessary for a carrier to be scheduled for overtime on their non-scheduled day, the carrier in that group with the least amount of total overtime hours will be asked or scheduled first, consistent with the needs of the service. The exception to this rule will be if the first carrier is less senior to the next available carrier or carriers in that group and there is a

difference of four (4) hours or less between them, in this instance the senior carrier or carriers may be asked or scheduled first.

3. Any carrier changing to a new group because of a new assignment will be placed on the new list according to seniority. Any overtime hours will be carried over to the new group and placed in the appropriate position. Then Sec. 11-B-2 will be implemented.

4. Any carrier who is on S/L, Compensation, or Jury Duty for one (1) week or more, and would have been called in for overtime, shall not be charged for the first week of such absence per quarter. They will, however, be charged for any subsequent weeks.

### **C. IMPLEMENTATION**

Overtime Desired Lists will be by section, with the entire carrier force designated as one section.

Two weeks prior to the start of a new quarter, a notice will be posted at the time clock and the carrier bulletin board, advising carriers that they may change their yes or no designation. If there is no reply, the designation will remain the same.

A copy of the overtime hours, worked, offered, and charged will be given to the Branch 3 Tonawanda, NY steward or designee at the end of each month.

## ARTICLE X LEAVE

### SECTION 1 LEAVE

There are three kinds of annual leave:

1. Choice period annual leave
2. Incidental annual leave
3. Emergency annual leave as per EL&R part 5 12.412

### CHOICE PERIOD

**A.** Leave will begin on Sunday and continue through the following Saturday.

**B.** An employee, at their option, shall be entitled to two (2) selections during the choice period, in units of one or two weeks, the total of which not to exceed three consecutive weeks.

**C.** Before the vacation book is closed, any carrier dropping an open week during the choice period shall be entitled to select another available open week. **After all career carrier employees have made their selections for the 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 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 Period item K of this agreement.**

**D.** Dropping of choice vacation weeks, once the book is closed, shall only be allowed when mutually agreed upon by the union and management.

**E.** Weeks dropped under “D” shall be posted for five working days. The senior employee bidding for these weeks, who has not signed for their maximum leave during the choice period, shall be declared the senior bidder.

**F.** Any carrier designated as an acting supervisor during the last week of June, the first week of September, and during the months of July and August, will drop their selection from the carrier’s choice vacation book.

**G.** The choice vacation period shall be for twenty (20) consecutive weeks, which shall include Labor Day week as the twentieth week. The twenty weeks will be determined by using Labor Day week as the last week and working backwards to obtain nineteen (19) additional weeks.

**H.** After the choice vacation book is complete and there are weeks open, these weeks shall be available to those carriers who have not made all their selections. These carriers will be granted additional choices of these weeks only when form 3971 has been submitted 30 days in advance. Management shall give consideration and make every reasonable effort to grant AL per day.

**I.** Two carriers requesting leave prior to the determination of the choice vacation schedule in order to attend union activities shall not be a part of the total choice vacation plan.

**J.** Leave during Easter week shall be handled by seniority on the date of submission, or as a choice selection at the option of the union.

**K.** Total number of carriers multiplied by three, divided by the number of weeks (20) in the choice vacation period, equals the

number of carriers off per week. **Fraction of .5 or higher will be rounded up to the next number. This number will be recalculated by mutual agreement two (2) weeks prior to January 1st of the life of this agreement.**

**L.** Jury Duty will not be considered as part of the quota of carriers off during the choice vacation period. Letter carriers called to jury duty during one of their choice vacation period choices, shall be eligible for another available choice within the choice vacation period.

**M.** The choice vacation book will be completed and a vacation schedule covering this period will be posted by March 15th of the leave year.

**N.** No carriers shall be called in to work on their non scheduled day(s) while on annual leave for a period of one or more weeks. Management will make every effort not to schedule carriers for overtime on their non scheduled days when these days tie in with annual leave. Consideration will be given by management on holiday weekends on an individual basis, before scheduling in for overtime.

**O.** Carriers who become ill or injured for more than three (3) scheduled work days, while on annual leave during the choice vacation period and changes those days to sick leave, shall get another selection on an open week, provided medical documentation is furnished.

### **CHOICE VACATION BOOK**

Present system that is currently in use will continue; whereby carriers sign up for vacation on a seniority basis when the book

comes to them. The following rules will be initiated to insure completion of the choice vacation book by March 15.

1. The book will start January 1st.
2. When the book is presented to the carrier, they will have a maximum of one (1) day to sign for their vacation. If they do not sign up in the allotted time, the book will continue past them until such a time that they are ready to sign, and then they may sign only for the remaining weeks. A signed 3971 must be submitted for all signed leave.
3. Carriers on annual leave or any other type of leave or compensation will be notified by Postal management.
4. The Union and Management shall, meet after the book has been completed for the purpose of amending any of the above procedures if necessary. The procedures may be amended by mutual consent of Union and Management.

### **INCIDENTAL ANNUAL LEAVE**

This is annual leave granted outside the choice vacation period. This type of leave will be applied for on Form 3971 in duplicate, submitted not more than thirty (30) days prior to the first day of leave. Time variance for special circumstances to be decided by mutual consent of both parties. Form 3971 will be answered within five (5) working days, and if disapproved, the reason for disapproval noted by the supervisor. Seniority on the day of submission on Form 3971 will determine who receives this type of leave. A full work week will have preference, if the date of submission is the same. **CCAs will be able to select annual leave 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. This provision in no way changes the number of carriers allowed off per week as agreed upon in Article 10 Section 3.1.B of this agreement.**

When a form 3971 is submitted later than Wednesday preceding the work week in which the day requested falls, it will be considered on an availability basis. Leave of one day or less offered by supervision or requested by the carrier on the day the leave is to be taken, will be on a first come first serve basis, except when form 3971 has been submitted as outlined above.

The number of carriers allowed off on a daily or weekly basis will be 9%, based on the complement at the time selections are made. Any fraction will be rounded to the nearest whole number, i.e., .1 to .3 will round down, and .4 to .9 will round up.

## **ARTICLE XI- HOLIDAY WORK**

After a determination has been made by management as to the number of employees needed on a Holiday, the following procedures will be used for the assignment of employees on Holidays or days designated as Holidays:

1. Utilize all CCA's
2. Utilize all part-time flexibles
3. Full time employees who volunteer to work on the holiday or day designated as their holiday when such is part of their regular work schedule.

4a. All other full time employees who volunteer to work their non scheduled day who are on the overtime desired list, by seniority.

4b. All other full time employees who volunteer to work their non scheduled day who are not on the overtime desired list, by seniority.

5a. Full time employees who are not scheduled and who are on the overtime desired list, who have not volunteered shall be scheduled by juniority.

5b. Full time employees who are not scheduled and who are not on the overtime desired list, who have not volunteered shall be scheduled by juniority.

6. Full time employees who have that day as their designated holiday and who have not volunteered shall be scheduled by juniority.

## **ARTICLE XII- SENIORITY ( ARTICLE 41 of the NATIONAL AGREEMENT)**

### **SECTION 2A**

When a letter carrier route or full time duty assignment other than the letter carrier route(s) or full time duty assignments of the junior employees 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 letter carriers whose route(s) or full time duty assignments) was abolished shall be posted for bid in accordance with the posting procedures in this article (per Article XLI, Section 3-0, National Agreement)

## SECTION 2B

1. All full time carrier assignments and other full time assignments to which a full time carrier is entitled to bid shall be posted on the carrier bulletin board for ten (10) days except during the choice vacation period when they shall be posted for thirty (30) days unless the Union agrees otherwise. A copy shall be given to the Union.
2. When an absent employee has so requested in writing a copy of such notice shall be mailed to the employee.
3. Each bid notice will include the route number, starting, leaving, return, and end times.
4. Carriers bidding for an assignment shall place their bids in a sealed box. A Union representative shall be present when the bids are open.
5. In instances where several assignments are posted, a letter carrier may bid for as many assignments as are posted, stating their preference in the following manner, choice #1, choice #2, etc.
6. The senior bidder shall be placed in the assignment within fifteen (15) days of the close of bidding except during the month of December, when good judgment shall prevail.
7. Successful bidder shall accept the non scheduled days of the new assignment.
8. A successful bidder may not retreat to his prior assignment, but shall be allowed to bid on it in accordance with established bidding procedures.

9. No assignment shall be re-posted because of change in starting times.

10. An updated roster listing all letter carrier in order of seniority shall be posted every six (6) months.

11. The entire carrier force at Tonawanda, NY post office shall be considered as a section for any purpose throughout this agreement.

12. A reserve regular, unassigned or part time flexible letter carrier who has bid on a vacant assignment in accordance with the National Agreement (Art. XLI Sec 2B, 3&4) shall only be displaced as outlined in the local memorandum, Art VIII Section 2A3.

13. When territorial changes are made on more than 50% of the routes in the office, all routes shall be put up for bid at the request of the union.

## **SECTION 2C - SENIORITY**

### **RESERVE REGULAR, UNASSIGNED REGULAR, OR PART TIME FLEXIBLE CARRIERS**

1. Reserve regular, unassigned regular, and part time flexible letter carriers may exercise their preference, by use of their seniority, for vacation scheduling and for available craft duty assignments of anticipated duration of five (5) days or more in the delivery unit-to which they are assigned.

2. Part-time flexibles shall be offered open assignments on a voluntary basis by seniority. Open assignments will not be offered more than two (2) weeks prior to the start of the open assignment.

3. When more than one assignment is open, the part-time flexible shall have his choice, including none of the assignments.
4. If no part-time flexibles volunteer for an assignment, that assignment will be given to the junior part time flexible who is not on a bid assignment.
5. Carrier will work duty assignment for its duration, however, any carrier involuntarily assigned an open assignment retains their rights to bid any subsequent open assignments.
6. Management will keep a record of part-time flexibles on assignments as per above, including:
  - (a) Anticipated length of time the assignment will be open.
  - (b) Refusals and date
  - (c) Date assigned
  - (d) A copy of such record shall be made available to the Union.
7. Management will consult with the Union when situations arise in which they desire a variance. The Union will attempt to adjudicate the problem with the part time flexibles. However if unable to do so, the National Agreement shall prevail.
8. This section may be changed at any time by mutual agreement.
9. Nothing in this agreement shall be used to circumvent the maximization of the regular carrier complement at this installation.

### **ARTICLE XIII - ASSIGNMENT OF INJURED OR ILL EMPLOYEES**

Within the carrier craft the following will be considered light duty:

1. Labeling cases
2. Rewriting carrier books
3. Collection routes
4. Delivering mounted route services, relays, parcel post, if physically capable and can reasonably maintain schedule
5. Casing mail
6. Training new employees, if qualified
7. Normal carrier duties which the ill or injured is able to perform.
8. After all efforts are exhausted in this area; consideration will be given to reassignment to another craft or occupational group within the same installation, as per Article 13.4 of the National Agreement.

**NONE OF THE ABOVE SHALL BE MAKE WORK JOBS**

When having exhausted all the possibilities, management shall contact other installations to see if there is Light Duty work available, and if so, inform the Union.

Casual employees shall not be used to the detriment of career employees who have properly applied for Light Duty and are physically able to perform Light Duty.

No carrier shall be denied available light duty work at the local installation, based solely on the circumstances concerning their illness or injury, including pregnancy.

An employee must request, in writing, to the local Postmaster or designee, Light Duty and such request must be accompanied by a statement from their doctor releasing them for light duty.

#### **ARTICLE XIV - SAFETY AND HEALTH**

A. A joint labor-Management Safety and Health Committee will be established. The President of the Local Union or their designee shall serve as committee member. The local Union and the employer endorse and actively support the rules and regulations for promoting safety and health. Meetings of the committee shall be held on official time on the last Tuesday of February, May, August, and November. No member will be paid overtime for attending these meetings. If the meeting day is on a member's scheduled day off, they may have an alternate attend the meeting in their place. Safety meetings will be held by unit supervisor on the clock.

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 frill, time 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 employers' intent that vehicles be maintained in an acceptable state of cleanliness, including periodic washes.

**B.** When the head of 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 reasonable possible, affected employees will be advised regarding the situation. When a carrier, while on duty, is suddenly exposed to the emergent condition such as a bomb threat or civil disorder which could adversely affect their safety, they will not be required to continue their 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 EL&R will apply and the installation head shall provide employees affected with appropriate leave.

If carriers have reported to work under these or any other conditions deemed hazardous by Postal Management, and upon being excused from work, they shall be paid leave.

If situations arise that poses a hazard to the health of a letter carrier, management shall immediately contact the local or regional authorities concerned with the problem (i.e. police, fire dept., health dept., etc.).

Management shall give the recommendations or orders of such authorities the utmost considerations and consult with the Union before making the final decision.



Carrier craft will be allowed a reasonable amount of wash up time when conditions warrant.

In the event a carrier is involved in a motor vehicle accident, the Union shall be notified and given a brief description of the accident.

### **ARTICLE XVII - REPRESENTATION**

The installation shall meet with appropriate representative of the local union quarterly, or at any time as may be mutually agreed upon. The local union is entitled to one (1) representative on the clock of its own choosing. 'The total number of representatives of the Union at the labor- Management meetings shall be two (2). Minutes of the Labor-Management meetings shall be kept by both parties. It is agreed that agenda items for discussion at the meetings shall be exchanged by the president of the union (or designee) and the Postmaster (or designee) at least twenty four (24) hours before the scheduled meetings. Items not placed on the agenda shall be discussed only by mutual consent of both parties. Representatives of the local union may make announcements of interest to the letter carriers with the consent of supervision, providing this does not disrupt operations. .

The policies to be established by management for the Christmas operation will be subject of discussion at a timely regularly scheduled Labor-Management Committee meeting.

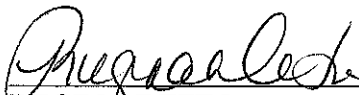
Policy on the use of telephones will be established by the Postmaster (for Union business).

**ARTICLE XX - PARKING**

A committee consisting of an equal membership of both Management and Union shall be formed immediately if the parking situation at the Tonawanda, NY post office or adjoining streets shows some appreciable change.

FOR THE POSTAL SERVICE

FOR THE UNION



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



LAWRENCE KANIA  
PRESIDENT BRANCH 3  
NALC