

LOCAL MEMORANDUM OF UNDERSTANDING

**National Association of Letter Carriers
New York Branch 300**

**United States Postal Service
Corning NY**



This Local Memorandum of Understanding is entered into on May 26, 2021 pursuant to the local implementation provisions of the 2019 National Agreement.

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1. Additional or longer wash-up periods.

It is acknowledged by the parties that all City Letter Carriers at the Corning Post Office perform dirty work in the office and on the street.

Therefore, City Letter Carriers shall be granted five (5) minutes per day (two (2) minutes in the morning and three (3) minutes in the afternoon) for washing up after performing dirty work and incident to personal needs. This time is in addition to the five (5) minutes daily personal time in the office provided for in the M-41 and M-39 Handbooks.

2. The establishment of a regular workweek of five days with either fixed or rotating days off.

All regular Letter Carriers will be on a rotating schedule of five (5) days.

Determination of off day rotations for any future full-time route(s)/assignment(s) and changes to any current full-time route(s)/assignment's off day schedule shall be negotiated between the Postmaster and the Branch President or their designees.

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

It is recognized by both parties that on occasion, emergency conditions may exist which would encourage the Postmaster or his/her designee to reduce the level of service. In cases of such emergency conditions, the Postmaster or his/her designee will, prior to making a decision to reduce level of service, take into consideration such factors as:

1. The degree of emergency as stated by and acted upon by responsible government authorities.
2. The requirements and reactions of our customers to the emergency.
3. The accessibility of postal operations and its customers to the employer and employee, and the safety and health of its employees.
4. The Postmaster or his/her designee shall notify the Branch President of his/her decision and plan of implementation prior to taking action to reduce the level of service.

4. Formulation of local leave program.

Installation heads and supervisors are responsible for scheduling and granting leave on an equitable basis. Care shall be exercised to ensure that no carrier is required to forfeit any part of his/her annual leave.

Each carrier shall be responsible for planning his/her vacation period in accordance with his/her personal desire.

Letter Carriers will select choice vacation periods from November 1 through December 31 each year. Carriers will select based on their seniority/relative standing and will have one (1) working day in which to select their choice periods.

Carriers wishing to cancel previously approved periods of choice vacation leave selected between November 1- December 31 (in accordance with Item 7) must submit notice of cancellation in writing to his/her immediate supervisor at least seven (7) calendar days prior to the period he/she wishes to decline. Thereafter, the available period of annual leave will be awarded on a first-come, first served basis. Submission ties will be awarded by seniority.

Carriers who become ill for five (5) days or more while on annual leave during the choice period shall be allowed to have another selection during the choice period, if vacant space is available on the leave list, and you have medical documentation.

5. The duration of the choice vacation period(s).

The choice vacation period will be from January 1 through December 31 of each year.

6. The determination of the beginning day of an employee's vacation period.

A Letter Carrier's vacation will begin on Monday and continue through Sunday.

7. Whether employees, at their option, may request two selections during the choice vacation period, in units of 5 or 10 days.

Employees at their option shall be granted two selections during the choice period in units of five (5) to ten (10) days, or one choice of fifteen (15) days. Employees in second round shall be granted two additional weeks, if earned yearly, as long as Article 10.Section 3.D of the National Agreement was not violated in first round.

8. Whether jury duty and attendance at National or State Conventions shall be charged to the choice vacation period.

Jury duty will not be considered as part of the quota of carriers allowed off during the choice vacation period. If a Letter Carrier is called to jury duty during his/her selected choice vacation period, he/she will be allowed another choice selection during a period of his/her choice, provided it does not deprive another Letter Carrier of his/her choice selection(s).

Attendance at national and/or state conventions shall not be charged as a vacation selection. At the beginning of each year when the convention week(s) has been determined, sufficient slots for all eligible delegates shall be withheld for the appropriate week(s).

9. Determination of the number of employees who shall receive leave each week during the vacation periods.

The minimum number of carriers who will be eligible to receive annual leave each week during the choice vacation period will be 3.

The minimum number of carriers who will be eligible to receive annual leave each week during the month of December will be 2.

After all Career Carrier employees have made their prime selection periods, CCA's will be able to select remaining weeks 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 selected.

10. The issuance of official notices to each employee of the vacation schedule approved for such employee.

The approved vacation list shall be posted on the bulletin board within five (5) working days after the choice vacation selection period closes. Following final selection of their choice vacation period(s), each Letter Carrier will submit a completed PS Form 3971 in duplicate. A copy, signed by the supervisor, shall be returned to each Letter Carrier within three (3) working days of submission.

11. Determination of the date and means of notifying employees of the beginning of the new leave year.

By November 1st of each year, a notice will be posted on bulletin boards to notify employees of the beginning date of the new leave year.

12. The procedures for submission of applications for annual leave during other than the choice vacation period.

Since the whole year shall be considered Choice, item 12 shall cover incidental leave.

Two (2) carriers shall be granted incidental annual leave each day during the choice vacation period on a first-come, first-served basis. In cases where more than one PS Form 3971 is submitted on the same day, seniority will break the tie. PS Form 3971 cannot be submitted until 30 days prior to the date requested.

Letter Carriers requesting incidental annual leave during the choice vacation period must submit PS Form 3971 at least 72 hours in advance. Management will indicate on the PS Form 3971 the date and time it was submitted. Management will reply within five (5) days following the submission of the PS Form 3971. If no action is taken by management within five (5) days, the leave request is approved.

Incidental leave is in conjunction with, not in addition to, the choice vacation selections.

13. The method of selecting employees to work on a holiday.

Management shall determine the number and category of employees needed for holiday work and for days designated as a holiday. A notice calling for volunteers will be posted five (5) days prior to the Wednesday preceding the service week in which the holiday falls. Management shall schedule employees by the following priorities:

- 1) All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their holiday or their designated holiday—by seniority.
- 2) City carrier assistant employees.
- 3) All part-time flexible employees to the maximum extent possible, even if the payment of overtime is required.
- 4) All full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have volunteered to work on their non scheduled day—by seniority.

5) Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their non-scheduled day—by inverse seniority.

6) Full-time regular, full-time flexible and part-time regular employees who possess the necessary skills and have not volunteered on what would otherwise be their holiday or designated holiday—by inverse seniority.

14. Whether “Overtime Desired” lists in Article 8 shall be by section and/or tour.

An overtime desired list shall be establish for the entire installation.

In order to ensure equitable opportunities for overtime, overtime hours worked and only opportunities offered will be posted and updated weekly. A chart listing employees by seniority will be maintained at each station.

If a Letter Carrier on the Overtime Desired List transfers or moves to the Corning office during the quarter, the carrier will be allowed to place his/her name on the Overtime Desired List. The hours worked by a carrier who transfers/moves during the quarter will not be counted for equability for that quarter.

A CCA or PTF carrier who is promoted during the quarter will be allowed to place his/her name on the Overtime Desired List. The hours worked by the carrier during the quarter will not be counted for equability for that quarter.

15. -17. The number of light duty assignments within each craft or occupational group to be reserved for temporary or permanent light duty assignment.

- A. It is agreed by and between the U.S. Postal Service, and Branch 300, NALC, that the following terms and conditions represent the basic understanding of the parties as to assignments of ill or injured employees to light duty assignments for the period of this Agreement.
- B. Light duty requests will be submitted in writing to the installation head with medical documentation included. Light duty requests shall be acted upon in a timely fashion (within five (5) working days). Light duty shall be provided to city letter carriers to the extent possible, within the limitations provided by the carrier's physician. The Postmaster or his/her designee shall notify the President of NALC Branch 300 in writing of any and all light duty requests and the disposition of said request the same day the decision is made. In the event a Light Duty Request is disapproved, the reason for disapproval shall be stated in the written notification to both the employee and the President of Branch 300.

- C. Sick leave balance will not be a factor in granting light duty.
 - D. The Postmaster shall make every effort to employ Letter Carriers in their own station(s) or branch(s) for light duty assignments.
- 18 The identification of assignments comprising a section, when it is proposed to reassign within an installation employees excess to the needs of a section.**

It is agreed that the Corning Post Office shall be known as installation 14830.

19 The assignment of employee parking spaces.

The Corning Post Office will continue to furnish free parking for all Letter Carriers in the Corning Post Office. Parking will be on a first-come first-served basis, in the designated area for craft employees.

20 The determination as to whether annual leave to attend Union activities requested prior to determination of the choice vacation schedule is to be part of the total choice vacation plan.

Leave requests to attend union activities such as training sessions, district meetings, regional assemblies, rap sessions, etc. submitted prior to the determination of the choice vacation schedule will be a part of the total choice vacation period quotas.

21 Those other items which are subject to local negotiations as provided in the craft provisions of this Agreement.

Article 17, Section 5, A.B.C. – Local Labor Management Committee Meetings

Meetings shall be scheduled the third (3rd) month of each quarter and the second (2nd) week of the month, consisting of two supervisors and two union representatives. One hour will be set aside for the purpose of the meeting, which will be discussing, exploring, and considering matter of concern. Notes on the meetings shall be distributed to union members three (3) days after meeting. Changing times for additional meetings may be made if agreed by both parties.

Article 16 - Discipline Procedure

Upon receipt of a customer complaint against a carrier, his/her immediate supervisor shall discuss the matter with the carrier. The purpose is to determine whether a justifiable complaint exists and to correct the cause if it is found to be valid. No disciplinary action shall be taken against an employee on unsupported complaints or evidence.

Carrier Technician Bumping

The regular carrier on a route bumps the carrier technician to another route on the technician's string when the regular carrier is called in on a non-scheduled day to work on his/her own route. If a carrier technician has no route to bump to in their string, the carrier called in must deliver the vacant route. Exceptions to this rule can be made if both parties involved, and union steward, agree to it.

The method of selecting employees to work on a Sunday

To the extent possible, Management shall schedule employees by the following priorities:

1. CCA's from other offices
2. CCA's from the Corning office
3. PTF's from the Corning office
4. ODL Carriers from the Corning Office
5. Volunteer ODL Carriers from the Painted Post Office
6. Full-time non-ODL volunteers on non-scheduled day (OT pay) by seniority.
7. Mandatory overtime, employees on non-scheduled day, with inverse seniority.

22 Local implementation of this Agreement relating to seniority, reassignments and posting.

1. Bidding for vacant assignments in the craft will be restricted to Letter Carriers in the Corning Post Office, with seniority being the determining factor.
2. In instances when several assignments are posted, a Letter Carrier may bid on as many assignments as are posted, stating his/her preference in the following order: 1st choice, 2nd choice, etc.
3. Letter Carriers applying for an assignment shall submit a bid in accordance with the provisions as outlined in the National Agreement.
4. The successful bidder shall be placed in the new assignment within fifteen (15) calendar days of the closing date of the bid, except the month of December.