

# LOCAL MEMORANDUM OF UNDERSTANDING

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

**United States Postal Service  
Painted Post, NY**



**This Local Memorandum of Understanding is entered into on 06/09/2021 pursuant to the local implementation provisions of the 2019 National Agreement.**

A handwritten signature in blue ink that reads "Kim Rayeski".

Kim Rayeski, OIC  
USPS  
Painted Post, NY

A handwritten signature in black ink that reads "Johnny C. Gardner".

Johnny C. Gardner, President  
NALC  
Branch 300

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**1. Additional or longer wash-up periods.**

It is acknowledged by the parties that all City Letter Carriers at the Painted 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.**

The regular workweek shall consist of five (5) days of fixed days off. Senior seniority carrier shall Saturday-Sunday. Junior seniority carrier shall Sunday-Monday.

A full-time regular carrier called into work on his/her non-scheduled day shall work his/her full-time duty assignment, unless all parties agree otherwise.

**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 Painted Post Steward 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 December 1 through December 31 each year. Carriers will select based on their seniority/relative standing and will have three (3) working days in which to select their choice periods.

Any carrier reassigned to another station for any reason will be permitted to carry his/her approved annual leave with him/her to the new station.

Carriers wishing to cancel previously approved periods of choice vacation leave selected between December 1-31 (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. The period shall be posted for bid for three (3) working days and awarded to senior bidder. 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 wishing to cancel previously approved periods of other annual leave during the choice vacation period must cancel the entire leave request and 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. The period shall be posted for bid for three (3) working days and awarded to senior bidder.

**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.**

Start on Monday and end on Sunday.

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

Letter Carriers, at their option, may request two selections by seniority in units of five (5) or ten (10) days, the total not to exceed the ten (10) or fifteen (15) days entitlement under Article 10, Section 3 of the National Agreement.

Letter Carriers may use additional Incidental Annual Leave days in conjunction with their prime choice period vacation if they so choose in accordance with Item 12 of this Local Memorandum of Understanding.

**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).

A Letter Carrier attending a national and/or state convention during the choice vacation period shall not be charged as a vacation selection and will not be counted in the number of carriers scheduled off during that period, provided the leave is requested prior to choice vacation selections being made. 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.**

At least thirty four (34) percent of the Letter Carrier force (including city carrier assistants and part time flexibles) at each delivery unit shall be granted annual leave during the choice vacation period at any given time, if requested. In those instances where computing the thirty four (34) percent does not result in a whole number, and the fractional result is 0.8 or higher, the next whole number will be considered the correct figure.

**EXAMPLE:** 2.8 = 3.

Letter Carriers requesting annual leave other than their first and second round prime choice vacation selections during the choice vacation period must submit PS Form 3971 at least 72 hours in advance. The station supervisors will indicate on the PS Form 3971 the date and time it was submitted. Management will reply within two (2) days following the submission of the PS Form 3971. If no action is taken by management within two (2) days, the leave request is approved. Leave requested in this manner shall be granted on a first-come, first-served basis.

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

A copy of the approved vacation list will be given to the city carriers within five (5) working days after 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, will be returned to each carrier within five (5) working days of submission.

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

By November 1<sup>st</sup> of each year, a notice shall 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.**

At least thirty four (34) percent of the Letter Carrier force (including city carrier assistants and part time flexibles) at each delivery unit shall be granted annual leave during the choice vacation period at any given time, if requested. In those instances where computing the thirty four (34) percent does not result in a whole number, and the fractional result is 0.8 or higher, the next whole number will be considered the correct figure.

**EXAMPLE:** 2.8 = 3.

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 two (2) working days following the submission of the PS Form 3971. If no action is taken by management within two (2) working days, the leave request is approved. Leave requested in this manner shall be granted on a first-come, first-served basis.

### **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. However, Letter Carriers shall not be scheduled to work as a 204-B (replacement supervisor) in instances where this would cause a Letter Carrier to work against his/her wishes. Management shall schedule employees by the following priorities:

- A. Full-time volunteers on non-scheduled day (OT pay) by seniority. (A notice calling for volunteers will be posted five (5) days prior to the Wednesday preceding the service week in which the holiday falls). Carriers on the regular Overtime Desired List will be given priority.
- B. Full-time volunteers on holiday or designated holiday (holiday pay) by seniority. (A notice calling for volunteers will be posted five (5) days prior to the Wednesday preceding the service week in which the holiday falls).
- C. Part-time flexible employee volunteers by seniority to the maximum extent possible, even if the payment of overtime is required. (A notice calling for volunteers will be posted five (5) days prior to the Wednesday preceding the service week in which the holiday falls).
- D. City Carrier Assistant volunteers by relative standing to the maximum extent possible, even if the payment of overtime is required. (A notice calling for volunteers will be posted five (5) days prior to the Wednesday preceding the service week in which the holiday falls).
- E. City Carrier Assistant non-volunteers by inverse relative standing to the maximum extent possible, even if the payment of overtime is required. (A notice calling for volunteers will be posted five (5) days prior to the Wednesday preceding the service week in which the holiday falls).
- F. Part-time flexible employee non-volunteers by inverse seniority to the maximum extent possible, even if the payment of overtime is required. (A notice calling for volunteers will be posted five (5) days prior to the Wednesday preceding the service week in which the holiday falls).
- G. Mandatory overtime, employees on non-scheduled day, with inverse seniority.

H. Mandatory holiday, employees on holiday or designated holiday, with inverse seniority.

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

A section shall be identified as each individual station and the Overtime Desired list will be maintained by station by seniority.

If a Letter Carrier on the Overtime Desired List transfers to another station during the quarter, the carrier will be allowed to place his/her name on the same Overtime Desired List at the gaining station. The hours worked by a carrier who transfers during the quarter will not be counted at either the losing or the gaining station for equability for that quarter.

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.

15.

16.

**17. ITEMS 15 - 17 – The number, method, identification and procedures for light duty assignments.**

- 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 Painted Post Post Office shall be known as installation 14870.

**19. The assignment of employee parking spaces.**

The Painted Post Office will continue to furnish free parking for all Letter Carriers in the Painted 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 not 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 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.

**Article 14 - Safety and Health**

Management at the Corning Post Office shall ensure that grease, oil, and dirt will be wiped from steering wheels, seat belts, etc., and vehicles are refilled on gas, before vehicles are returned to service from the Corning office on Sundays.

**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 Painted 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. For those routes bid in December, the successful bidder shall be placed in the new assignment within seven (7) working days in January.