

**West Islip Post Office  
NALC 2017 Local Agreement**

**Item #1: Wash Up**

One (1) four (4) minute wash up at lunch and one (1) five (5) minute wash up period at the end of the day before the completion of tour. This is to be accomplished within a carriers 8 hour schedule

**Item #2: Work Schedule**

All regular assigned carriers will be on a rotating work schedule i.e. rotating non-scheduled days

**Item #3: Curtailment of Operations**

When it is necessary to conform to orders of Local Authority, or when due to certain conditions such as floods, fire, hurricanes etc. which may jeopardize the safety of employees, their equipment or the mail, management will take all steps necessary to prevent the same, including the curtailment of services. Management when possible will also notify the employees prior to leaving their residence if Postal operations are canceled or curtailed.

**Item #4 Formulation of Local Leave Policy**

- 1- Management shall notify all carriers by the prior November of the beginning and ending dates of the period for making selections during the choice vacation period
- 2- A carrier may only throwback (revert) his/her prime or non-prime vacation selection if their request is submitted one (1) week prior to their selection, in writing. The entire week must be put up for bid if approved. The next senior carrier who had the opportunity to have this week will be awarded this week. No posting will be made if a carrier gives less than one (1) weeks' notice. Management will not be required to post week
- 3- Exchanging of leave is not permitted without the approval of the union and management
- 4- After notifying management of their availability carriers may work their non-scheduled day for overtime while on vacation. This will be charged to the overtime desired list. If the carrier chooses not to work their non-scheduled day there will be no charge to the OT list..A carrier will not be forced in to work overtime while on his/her vacation

**Item #5 Duration of Choice Vacation Period**

The choice vacation period will begin with the first full week in May and run for twenty one (21) weeks. The last two (2) weeks in November, one (1) week at Easter and the week between Christmas and New Year's will be included in the choice vacation period. The week at Easter will run concurrent with the school calendar as agreed to between the union and management. The week at Easter and President's week will be part of the choice period and will be based on the majority vote taken in November.

### Item #6 Beginning Day of Vacation

Monday will be the beginning of the vacation week and it will end on Sunday

### Item #7 Vacation Selections

Each eligible carrier may pick their vacation during choice time the first time around in the following manner:

- A- All Full-Time Regular Carriers (FTR)
  - a. One (1) Five (5) and one (1) ten (10) day consideration
  - b. One (1) pick of three (3) consecutive weeks

After all FTR have made their selections, the CCA's in relative standing order shall make their selection of remaining open weeks provided they meet the following guidelines:

- A- Each CCA will be provided with their annual leave balance at the time of their selection.
- B- At the time of their vacation the CCA must have an annual leave balance sufficient to cover the week pick. A CCA may only throwback (revert) his/her prime or non-prime vacation selection if their request is submitted one week prior to their selection in writing. If that CCA has not thrown back the week in writing as stated above, they will be required to take the week vacation even without sufficient annual leave balance. Each CCA will be provided with the period of time during the leave year they are not eligible to make a selection based on (C) below.
- C- There will be a time period during the leave year which will be blocked from a CCA making a selection based on their break in service date as example:
  - a. CCA Break in Service May 15<sup>th</sup> since CCA's are paid for their annual leave at the time of their break in service and based on the assumption that a CCA will earn four (4) hours annual leave per pay period (PP) it would take ten (10) PP before that CCA would have accumulated forty (40) hours annual leave for a selection. This CCA would not be eligible for a vacation selection between the May 15<sup>th</sup> break and ten (10) PP afterwards on or around October 15<sup>th</sup>.
  - b. CCA Break in Service September 11<sup>th</sup> since CCA's are paid for the annual leave at the time of their break in service and based on the assumption that a CCA will earn four (4) hours annual leave per pay period (PP) this CCA would first be eligible to make a selection on or about February 11<sup>th</sup>.

### Item #8 Union Conventions/ Jury Duty

- 1- Attendance at union conventions shall not be charged to the offices vacation quota
- 2- When carriers are scheduled for jury duty or may reasonably expect to be scheduled for jury duty on their non-scheduled day, they may change their non-scheduled day to Saturday of the preceding week

**Item #9 Maximum Number of Employees on Leave Each Week During Choice Vacation Picks**

Five (5) carriers will be allowed off during the choice vacation period. Five (5) carriers will be allowed off for vacation during non-choice vacation periods.

**Item #11 Notification of a New Leave Year**

No later than November first of the prior year, management will notify the carriers in writing of a new leave year. The vacation list will be passed around during the months of December and January in seniority. Each carrier and group will be given one (1) week notice of their chance to choose a vacation. If they are unable to do so on their day they must wait until the next group has done so. Each group will consist of five (5) people in seniority order. The vacation list shall be posted on the first working day in February.

**Item #12 Applications for Leave Other Than Choice Periods**

Any unbid weeks excluding December will be approved by management once a carrier has submitted a request at least one week prior to his/her selection. Requests will then be honored on a first come first serve basis. If more than one request is submitted on the same day for the same slot (last slot) then seniority prevails.

Requests for annual leave should be submitted no less than 7 days, no more than 30 days in advance. Supervisors will act on such requests as soon as possible, but not less than 5 days prior to the start of the requested leave. When a request for annual leave is less than 7 days advance notice, supervision will act on such a request as soon as possible

**Item #13 Holiday Schedule**

Management will select carriers to work holidays in the following order:

1. CCA's
2. Part-time Flexibles
3. Holiday Comp Volunteers
4. Non-scheduled volunteers
5. Fulltime regulars who did not volunteer on what would be otherwise their nonscheduled day by inverse seniority
6. All other non-volunteer fulltime regulars by inverse seniority

**Item #15 Assignment of Ill or Injured Employees**

After a carrier presents management with a request from a medical officer for light duty assignment a discussion will be held to determine if light duty is available and which light duty he/she will do

**Item #16 Reserving of Light Duty Assignments**

Under no circumstances shall the regular work force be adversely affected by the reserving of light duty assignments nor will work be taken away from a regular too said work

### Item #17 Identification of Light Duty Assignments

Light duty assignments will include but not limited to the following:

1. Casing routes
2. Relabeling carrier cases
3. Rewriting pink cards
4. Normal carrier duties the injured, physically unable, or ill may be physically able to perform
5. Training new employees when training is done by craft employees.

### Item #18 Re-Assignment

- 1- When a letter carrier's route or any full time carrier assignment, other than the letter carrier route(s) or full duty assignment(s) of the junior employee(s) 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 duty assignment(s) was abolished shall be posted for bidding accordance with the known bidding procedures.
- 2- For the purpose of re-assignment the West Islip Post Office will be known as one installation

### Item #19 Parking Spaces

Where space is available, the employer shall allow the use of available spaces for employee parking including such space that are vacated by postal vehicles, either indoor or outdoor. Assignment of such spaces will be designated on a first come basis

### Items #21 and #22

- 1- A current seniority list will be posted every January and July
- 2- Notices for vacancies will remain posted for a period of 10 days with a copy to be given to the chief steward
- 3- As soon as it is known that a full time craft duty assignment is available of anticipated duration of five days or more, management will post that assignment on the next Saturday. Posting will remain up until close of business Tuesday. The assignment will be available the following Monday. All PTF's or unassigned regulars who are available to hold down that assignment will then submit their request in writing to management. The senior employee will then take over that assignment for the duration.
- 4- All Safety and Health meeting and Labor- Management meetings will be held on the clock
- 5- The shop steward will be notified prior to the designation of any work related committee's
- 6- The T6 when bumped by the regular, will take any vacant route on their float of their choice
- 7- Any carrier called in on their non-schedule day off will have the right to work his/her own route
- 8- Carrier Drive out Agreement- Carriers will be reimbursed \$15.00 a day when they use their own vehicle for the purpose of delivering mail
- 9- Successful bidder will have 7 calendar days retreat rights. Bid will be awarded to the next senior bidder

United States Postal Service

and the

National Association of Letter Carriers

Local Memorandum of Understanding

2019 – 2023

West Islip Post Office 11795

This Memorandum of Understanding is entered into between the

Representatives of the USPS and the

Designated Agent of the NALC, AFL-CIO, Branch 6000

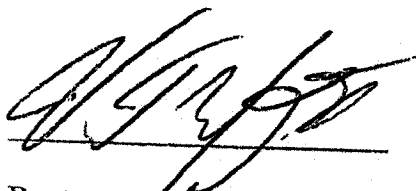
Pursuant to the Local Implementation Provision of the

2019 – 2023 National Agreement

\*The parties agree to carry over the prior Local Agreement in its  
entirety

Inclusive of any added MOU's signed between the parties with the  
notation that.

Any reference to CCA's will also include the term PTF if not already  
cited.



Postmaster or Designee



NALC Chief Steward/Designee

Date 5/11/2021

**Contract Administration Unit**

Brian Renfroe, Executive Vice President  
Lew Drass, Vice President  
Christopher Jackson, Director of City Delivery  
Manuel L. Peratta Jr., Director of Safety and Health  
Dan Toth, Director of Retired Members  
Jim Yates, Director of Life Insurance

# The bargaining process for LMOUs

**W**ith the passage of the Postal Reorganization Act (PRA) in 1970 and the start of full postal collective bargaining in 1971, most of letter carriers' contractual rights and benefits have been negotiated at the national level. However, many local practices and provisions were bargained prior to the passage of the PRA. Instead of those agreements being negated, they were incorporated into the National Agreement via Article 30.

Since its inception, the National Agreement has recognized and permitted NALC branches to engage in negotiations with local postal officials over the items identified in Article 30. These rights and benefits are incorporated into what is commonly referred to as the local memorandum of understanding (LMOU), or local agreement. This article is intended to educate members on the 22 items contained in Article 30, Section B, which branches are able to negotiate during the LMOU negotiation period.

**As of the date of this writing, results of the ratification vote on the 2019-2023 National Agreement are not known; however, LMOU negotiations will commence at some time in the future. Upon ratification of the new contract, LMOU negotiations between NALC branches and USPS installations will commence on the date agreed upon by the national parties and continue for a defined 30-day period.**

During this 30-day period, NALC and management representatives at the local level may negotiate a list of 22 subject items provided in Article 30, Section B of the National Agreement to either create the LMOU or modify the terms of an existing local agreement. If one party raises any of the 22 items during negotiations, the other party is obligated to bargain over the item. Neither party is obligated to bargain over subjects outside the 22 items listed in Article 30. However, each side may—as a matter of voluntary choice—negotiate and make agreements about such subjects, as long as nothing in the local agreement is inconsistent or in conflict with the provisions of the 2019 National Agreement.

The following 22 items are specified as items for local implementation:

- 1. Additional or longer wash-up periods**—In addition to the National Agreement language that grants reasonable wash-up time to employees who perform dirty work or work with toxic materials, the local parties may negotiate to establish what is “reasonable wash-up time,” such as when, how often and how long wash-up time occurs or lasts.
- 2. The establishment of a regular workweek of five days with either fixed or rotating days off**—This can be as simple as negotiating fixed or rotating days off for all carriers in the office, or negotiating both rotating and fixed days off, specifying exactly what kinds of routes (e.g., parcel post, business, etc.) receiving rotating or fixed days off.
- 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**—The idea here is to negotiate language that calls for reasonable decisions to be made with consideration for the safety and health of letter carriers.
- 4. Formulation of local leave program**—Among the items that may be negotiated are date of notification for making choice period selections, method for making choice selections, quota of carriers off during non-choice period, re-posting of cancellations, transferring with leave and posting of leave schedules.
- 5. The duration of the choice vacation period(s)**—The LMOU typically sets forth a system where the leave year is divided into times known as the “choice vacation period” (also called “prime time”) and other times that are outside the choice vacation period (“non-prime time”). For example, the choice vacation period might run from the first week of May through the last week of October.
- 6. The determination of the beginning day of an employee's vacation period**—Generally, the vacation period begins either on a Saturday or on a Monday.
- 7. Whether employees, at their option, may request two selections during the choice vacation period, in units of either five or 10 days**—The local parties can simply state whether there will be one or two selections during the choice vacation period.
- 8. Whether jury duty and attendance at NALC national or state conventions shall be charged to the choice vacation period**—The local parties negotiate whether a member absent to attend a national or state convention shall be charged against the total number of employees off during any week of the choice period.
- 9. Determination of the maximum number of employees who shall receive leave each week during the choice vacation period**—Key LMOU provisions may establish the percentage of carriers (or a fixed number of carriers) to receive vacation each week, both during the choice vacation period and during the non-choice periods. The number of carriers that must be permitted off during the choice vacation period is typically higher than the number during non-prime time.
- 10. The issuance of official notices to each employee of the vacation schedule approved for each employee**—Local parties may negotiate LMOU provisions indicating how management must give employees official notice of their approved vacation schedule.



United States  
Postal Service

West Islip, N.Y. 11795-9998.

Labor Management Amendment  
To Local Agreement.

2-22-90

Revised from 4-16-82, Labor Management meeting.

Bumping Procedure

- 1) The Wednesday posting shall be posted no later than Wednesday.
- 2) When a Tech. 6 is out of work for an anticipated time; for at least (5) five days, such as vacation or compensation, the T-6 float will be put up for bid for the unassigned regulars, reserve regular carriers, and P.T.F.s.
- 3) When unassigned regular & /or reserve regular covers a temporary bid assignment for (3) three weeks, or less, he will stay in his N/S Day group. More than three weeks, he moves into that group that corresponds to that bid.
- 4) In cases where the T-6 is bumped by the regular carrier on N/S day, the T-6 will take the "vacant" route in his float. This includes bumping any unassigned regular or P.T.F. locked in on that route. If no route is open on his float, he can bump any daily assignment for the day where no "Lock-in" exists.
- 5) If the T-6 is bumped by the regular carrier on his N/S day, and there are more than one route open in his float, he must bump the junior carrier.
- 6) If the T-6 is called in on his N/S day, he has the right to bump any daily assignment in his float. If no route exists in his float, he can bump any daily assignment route for the day where no "Lock-in" exists.
- 7) When a P.T.F. bids on a temporary assignment of five days, or more, that carrier will assume the day off the regular would have on that route.
- 8) If a T-6 position becomes vacant by that T-6 bidding on another position, his former position will be put up for bid for the unassigned regulars, reserve regulars, and P.T.F.s.
- 9) If after exhausting all other means, including the overtime list for Call-ins, there is still an open route, the T-6, or most qualified, will rack that route. No overtime to deliver the mail will be used by seniority.
- 10) Vacant Route - Means that no carrier is holding down that route for (5) five days, or more.

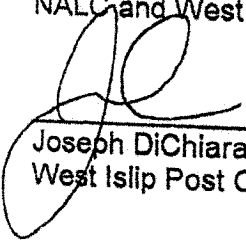
SM&D


William C. Mason

Shop Stew.

Ass't. Shop Stew.

The above items constitute the Local Agreement between the West Islip Branch 6000  
NALC and West Islip Post Office

 11/7/17  
Joseph DiChiara, Postmaster  
West Islip Post Office

11/7/17  
 THOMAS CUMMINGS  
Thomas Cummings, Shop Steward  
NALC Branch 6000