

MEMORANDUM OF
UNDERSTANDING
BETWEEN
BRONX POST OFFICE
AND
NATIONAL ASSOCIATION
OF LETTER CARRIERS
VINCENT R. SOMBROTTO
BRANCH 36
2019 - 2023

PREFACE

This Local Memorandum of Understanding between the Bronx, Post Office and VINCENT R. SOMBROTTO Branch # 36 of the National Association of Letter Carriers shall remain in full force and effect to and including 12: 00 Midnight, **May 20, 2023**, unless either party desires to terminate or modify it for successive annual periods.

Please note, there are two (2) different print types. They are as follows:

Regular - Indicates no change (Language from previous LMOU)

Bold - New or changed language

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NALC VINCENT R. SOMBROTTO BRANCH 36
BRONX BASIC MEMORANDUM OF UNDERSTANDING
2019-2023

1. INABILITY TO REPORT FOR DUTY

An employee scheduled to report on any tour must call eRMS his/her inability to report not earlier than two (2) hours prior to his/her scheduled reporting time, but not later than his/her actual scheduled reporting time.

An employee scheduled to report who is unable to report shall follow the procedures for ERMS. When an employee is requesting unscheduled leave for a non-job-related illness or injury or emergency, the employee is required to call the eRMS (Enterprise Resource Management System). The current Toll-Free Number or the TTY Toll Free Number to report the occurrence is 1-877-477- 3273 or TTY 866-833-8777. The eRMS is an Interactive Voice Response (IVR) System which requires the employee to enter their USPS Employee ID Number and to follow the prompts and obtain a confirmation number. It is the responsibility of the employee to receive the confirmation number in order to complete the unscheduled requested leave. If applicable, the employee should have the FMLA case numbers available. If the employee is unable to complete the call with the eRMS, the employee shall call his/her Station to report the Unscheduled Leave.

2. SALARY CHECKS

- A. Distribution of salary checks will be handled in accordance with the F-I Fiscal Handbook.
- B. An employee on approved leave, who desires to have his/her paycheck received by mail, may file a written request at his/her station, at which time he/she shall also preaddress a penalty envelope to be used for this.

3. ASSIGNMENTS

No employee shall be denied an assignment as a penalty resulting from any disciplinary action if he/she is otherwise senior and eligible for such assignment.

4. TRANSPORTATION BETWEEN STATIONS

- A. An employee who is regularly scheduled to work during a single duty period at more than one unit of a post office, such as the main office thereof and stations or other units, without a break in duty status, except for normal lunch period, shall be allowed transportation expenses and travel time on the clock between the separate units of the post office, provided such travel has been duly authorized by a proper postal official.
- B. An employee who has been duly authorized by a proper postal official and who is required to travel from one unit of a post office to another in an emergency situation, shall be allowed such necessary travel time on the clock and shall be authorized transportation expenses, therefore.
- C. An employee in a duty status and acting in the scope of his/her employment, who has been duly authorized by a proper postal official to travel from one unit of the post office to another, will be covered by the provisions of the Federal Tort Claims Act.
- D. An employee who reports to a unit as scheduled and is then reassigned to a different unit shall be entitled to transportation costs to return to his original reporting unit, if required.

5. ANONOMOUS COMPLAINTS

No employee shall be disciplined solely on the basis of an anonymous letter and/or complaint.

6. LABOR-MANAGEMENT COMMITTEE MEETINGS

- A. To implement Article 17, Sections 5 of the National Agreement, the parties to this agreement shall meet monthly. The meeting shall be convened at a mutually acceptable time and, except for unusual situations, shall adjourn in no more than three hours. Each local union shall have additional meetings each quarter with the Postmaster and/or his designee at which time their own items shall be considered unless the necessity for such additional meetings(s) is waived by mutual consent. Such meetings shall not preclude local unions from having additional and separate meetings as heretofore with local management on matters affecting their respective crafts. It is agreed that agenda items for discussion at the quarterly meeting shall be exchanged by the parties to this agreement at least one full week before the scheduled meeting. Items not placed on such agenda shall be discussed only by mutual consent of the parties.

7. SAFETY AND HEALTH

- A. Safety and Health Committee, consisting of one member from each craft and equal number from management, shall be established in the Bronx, New York, along the lines as indicated in the National Agreement. The Safety and Health Committee shall meet monthly.

8. LABOR MANAGEMENT COMMITTEE MEETINGS

MEETINGS AT STATION LEVEL:

Local unions shall have formal monthly meetings with operations managers or station superintendents. Such meetings shall not preclude the Union or Management from having additional and separate meeting(s) with station management on matters affecting their respective crafts. Prior to the date of such a separate meeting the party requesting the meeting shall submit an agenda to the other party. If both parties have items for consideration, they shall exchange agenda. Also, the specific time and place of the meeting shall be then fixed. Efforts shall be made to hold meetings on or about the same day during each month, whenever possible. It is agreed that meetings shall not exceed two (2) hours except by mutual agreement. No later than five (5) days after each meeting, a summary of the disposition of all agenda items shall be furnished to both parties, including Postmaster, Area Manager and the President of the local Union.

NALC
VINCENT R. SOMBROTTO BRANCH 36
BRONX LOCAL
MEMORANDUM OF UNDERSTANDING
2019-2023

ITEM 1 ADDITIONAL OR LONGER WASH-UP PERIODS

The letter carriers will be granted an 8-minute wash-up period prior to lunch, and an 8-minute wash-up period prior to completion of tour.

ITEM 2 THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH FIXED OR ROTATING DAYS OFF

- A. Letter Carrier non-workday schedules shall be observed on a rotating basis from Saturday through Friday, except fixed work week carriers.
- B. Work week schedules now in effect may be adjusted to provide replacement coverage on a regular basis. Schedule changes that require a carrier to work additional Saturdays during the course of a year must be mutually agreed to by Management and the NALC.
- C. Letter Carriers shall not be denied the rights to make mutual swaps of non-workdays and will work their bid assignment.

ITEM 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

- A. Termination of Postal Operations to conform to orders of local authorities or as local conditions warrant because of emergency conditions shall be based upon information available and received from Local, State or National authorities and the Postal Inspection Service.
- B. Management will consult with a designated representative of Branch 36 as to the appropriate action to be taken, where the emergency is of such a nature that advance notice is possible.
- C. Management will avail itself of all public media to notify employees. Management will post the emergency (1-888-363-7462) toll free phone number on all bulletin boards. Management will update the info at the above number as needed.

ITEM 4

FORMULATION OF LOCAL LEAVE PROGRAM

The entire leave year shall be posted. Annual leave weeks shall be scheduled from the first day of the leave year in weeks of two or three weeks.

A. ANNUAL LEAVE SHALL BE GRANTED AS FOLLOWS:

1. Employees who earn 13 days of annual leave per year shall be granted up to 10 days of continuous annual leave during the choice period. Carriers may also choose to select 10 days of non-continuous annual leave during the choice period. The number of days of annual leave, not to exceed 10, shall be at the option of the employee. This includes **PTFs, and CCAs** (City Carrier Assistants) who must have sufficient leave balance when the leave is taken.
 2. Employees who earn 20 or 26 days of annual leave per year shall be granted up to 15 days of continuous annual leave during the choice period. Carriers may also choose to select 15 days of non-continuous annual leave during the choice period. The number of days of annual leave, not to exceed 15, shall be at the option of the employee.
 3. When an employee requests vacation in excess of the number of days specified in the Annual Leave week(s), such requests shall be granted in accordance with seniority regulations, provided the additional leave does not deprive any other employee of his/her first choice for scheduled vacation.
- B. Any carrier transferring, bidding, or detailed from one station to another station, including **PTFs and CCAs** (City Carrier Assistants) shall be granted his/her annual leave as previously chosen at the station from whence he/she transferred.
- C. When a scheduled vacation week or portion of at least one week is not utilized by an employee, including an employee who has retired, this week or portion shall be posted for bid to all employees including **PTFs and CCAs** (City Carrier Assistants), providing the vacation week or portion is relinquished (7) days in advance, and shall be filled according to seniority regulations, provided the reposted vacations are consistent with the percentages and conditions outlined.
- D. When a choice vacation period is relinquished at least seven days in advance, it shall be posted for bid on Saturday, Monday, and Tuesday. Any individual who has already been assigned a July or August period, may submit a bid for such week or weeks provided that he/she relinquished his/her original vacation assignment if he/she is the successful bidder.

- E. When a letter carrier relinquishes a choice vacation period, at least seven (7) days in advance, such week or weeks shall be posted for bid and the most senior employee of the group desiring such vacation period shall have it assigned to him/her, provided this additional leave does not deprive another regular carrier, PTF or CCA (City Carrier Assistant) who was not the successful bidder on a choice vacation, of the opportunity to gain a choice vacation. No exchange of vacation will be permitted.
- F. Management shall not later than November 1, publicize on bulletin boards the beginning date of the new leave year, which shall begin with the first day of the first full pay period of the calendar year.
- G. Re-assigned or transferred employees shall be permitted to bid for any vacation opening that may arise in their new stations in accordance with existing seniority regulations and C above.
- H. When the actual work force of a station is increased after the vacation bids are submitted, additional vacations shall be provided consistent with the percentage allotted. Similarly, when the actual work force of a station is decreased after the vacation bids are submitted, empty vacation slots, above the percentage of the current work force shall be taken out. Vacation bids shall be awarded based upon the number of people in a working status as of the first day of the Leave Year.
- I. A special vacation bid form and application will be made available to each employee who will be allowed up to 15 days to bid, **no later than November 1st**.
- J. All vacation bids will be awarded on the basis of craft seniority and relative standing.
- K. Leave used in accordance with the Family Medical Leave Act will not count as the part of the carrier's selection for the choice periods nor will it count against the station's quota for the choice period.
- L. Excess annual leave must be used by employees during the periods identified in Item #5. Annual leave requests will be considered during December based upon local operation needs.

ITEM 5 THE DURATION OF THE CHOICE VACATION PERIOD(S) 2019-2023 CARRIER ANNUAL LEAVE SCHEDULE

2019-2023 WEEKLY VACATION PERIODS will be posted on the vacation week notice.

December 25, 2021	January 28, 2022	5%	5 Weeks	(New Year)
January 29, 2022	February 18, 2022	6%	3 Weeks	(Lunar New Year)
February 19, 2022	February 25, 2022	9%	1 Week	(President's Day)
February 26, 2022	March 25, 2022	6%	4 Weeks	
March 26, 2022	April 8, 2022	10%	2 Weeks	
April 9, 2022	April 22, 2022	15%	2 Weeks	(Easter)
April 23, 2022	April 29, 2022	10%	1 Week	
April 30, 2022	May 13, 2022	11%	2 Weeks	
May 14, 2022	June 17, 2022	13%	5 Weeks	
June 18, 2022	September 9, 2022	15%	12 Weeks	(Labor Day)
September 10, 2022	November 11, 2022	5%	9 Weeks	
November 12, 2022	November 25, 2022	9%	2 Weeks	(Thanksgiving)

* Percentage is calculated based on actual full-time, PTFs, and CCAs.

Vacation periods shall be determined according to the percentages and number of weeks as established by the 2019 guidelines.

ITEM 6 THE DETERMINATION OF THE BEGINNING DAY OF AN EMPLOYEE'S VACATION PERIOD

The beginning of an employee's vacation will be Monday and ending day of an employee's period will be Saturday.

- A. Vacation shall be awarded on the basis of bidding according to craft seniority and relative standing for CCA (City Carrier Assistants) in accordance with leave regulations.

ITEM 7 WHETHER EMPLOYEES AT THEIR OPTION MAY REQUEST TWO SELECTIONS DURING THE CHOICE VACATION PERIOD IN UNITS OF EITHER 5 OR 10 DAYS

- A. Employees may request two selections during the choice vacation period, in units of either five (5) or ten (10) days.
- B. Such a second request shall be considered by seniority, and relative standing and awarded after all selections during the choice vacation period are approved.

ITEM 8 WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL OR STATE CONVENTIONS SHALL BE CHARGED TO THE CHOICE VACATION PERIOD

- A. Jury Duty will not be charged to the choice vacation period.
- B. One (1) designated Union Official from each station shall be entitled to attend a State and/or National Convention without charge to the choice vacation period.
- C. Military leave will not be charged to choice vacation week.

ITEM 9 DETERMINATION OF THE MAXIMUM NUMBER OF EMPLOYEES WHO SHALL RECEIVE LEAVE EACH WEEK DURING THE CHOICE VACATION PERIOD

The determination of the maximum number of employees who shall receive leave each week during the choice vacation period shall be according to the schedule in Item 5. All percentages are to be computed on the basis of actual full-time employees, PTFs, and CCAs in a work status in the station on the first day of the Leave Year. Choice vacation shall be selected by choice of weeks, not by batches.

When calculating the number of Carriers who shall receive leave each week during the choice vacation period based on the percentages that comes up to a fraction, it will be rounded to the next whole number. If the percentage is from 0 to .4 (inclusive), then the number goes down to the next whole number. If the percentage is from .5 to .9 (inclusive), then the number goes up to the next whole number.

ITEM 10 THE ISSUANCE OF OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE APPROVED FOR EACH EMPLOYEE

- A. Annual leave schedules for the period from the beginning of the leave year through the March 15 shall be posted on the respective station's official bulletin board by December 31, preceding the beginning of the new leave year. Annual leave schedules for the rest of the leave year shall be posted on the respective station's official bulletin board by March 1st, wherever possible but no later than March 15th of the leave year. Both listings will include the names and seniority, and relative standing of employees' schedule for each week.
- B. The annual leave schedule is to be posted by weeks with names clearly inscribed under each week.
- C. A copy of the annual leave schedule is to be furnished to the N.A.L.C., Branch #36, by mail, simultaneously with the posting of the schedule. Seniority list and relative standing for the station carriers will be posted in proximity to the vacation schedules.
- D. A copy of the station vacation schedule will be furnished to the station's shop steward.

ITEM 11. DETERMINATION OF THE DATE AND MEANS OF NOTIFYING EMPLOYEES OF THE BEGINNING OF THE NEW LEAVE YEAR

The employer will post the beginning date of the coming leave year on all official bulletin boards in all Carrier Stations in the Bronx, by November 1st, preceding the new leave year. The shop steward will be provided with a copy.

ITEM 12. THE PROCEDURES FOR SUBMISSION OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE VACATION PERIOD

- A. All Full-Time, **PTF** and CCA (City Carrier Assistants) Carriers must submit a request for a vacation week or a request for deferment of vacation. Applications for annual leave, for the period from the beginning of the new leave year through March 15, will be submitted by December 15, preceding the beginning of the new leave year. All other vacation bids will be submitted by January 31.
- B. Applications on PS Forms 3971 for annual leave outside the choice period for two or more days will be acted upon within three (3) workdays of receipt, provided that such request is received no earlier than two weeks prior to the leave dates requested.
- C. When a request for leave has been submitted in advance on PS Form 3971, in duplicate, and has been denied, a copy of the PS Form 3971 will be returned to the employee with the reason for denial.
- D. Non-Choice vacation weeks shall be awarded on the basis of craft seniority, and relative standing. A carrier who has been awarded a choice vacation bid is eligible to bid for a non-choice vacation bid as well.

ITEM 13. THE METHOD OF SELECTING EMPLOYEES TO WORK ON A HOLIDAY

The employer shall post a notice on the Tuesday preceding the service week in which the holiday falls, listing the employees required to work. To accomplish the above the employer shall schedule employees in the following order:

- 1. All Full-Time Regular employees who have volunteered to work, by seniority on a rotating basis.
- 2. City Carrier Assistants.
- 3. **PTF volunteers by order of seniority on a rotating basis.**
- 4. **PTF employees by order of inverse seniority on a rotating basis.**
- 5. All Full-time regular employees who have not volunteered to work, by inverse seniority on a rotating basis.

ITEM 14. WHETHER "OVERTIME DESIRED" LISTS IN ARTICLE 8 SHALL BE BY SECTION AND/OR TOUR

- A. Overtime Desired Lists for the Carrier Craft shall be by assignment (section), within the station.
- B. The assignments (sections) are identified as:
 - 1. Foot Routes
 - a. Residential Routes
 - b. Business Routes
 - 2. Parcel Post Routes
 - a. Residential Routes
 - b. Business Routes
 - 3. Collection Routes
 - 4. Combination Routes
 - 5. Routers
- C. When the need for overtime in a section arises and there are insufficient carriers, from the section, who are on the overtime desired list, then other carriers from the section will be required to work, starting with the least senior carrier in the section, by rotation.
- D. If additional manpower is needed, after C above, then carriers, outside the section, who are on the overtime desired list, will be selected, by seniority, on a rotating basis.
- E. If additional employees are required, they will be selected by inverse seniority, on a rotating basis.

ITEM 15. THE NUMBER OF LIGHT DUTY ASSIGNMENTS WITHIN EACH CRAFT OR OCCUPATIONAL GROUP TO BE RESERVED FOR TEMPORARY OR PERMANENT LIGHT DUTY ASSIGNMENT

Management agrees to follow the Light Duty Policy implemented on May 1, 2002, when letter carriers request light duty assignments. When a letter carrier requests an assignment of light duty, he/she must be eligible in accordance with Article 13, "Assignment of Ill or Injured Regular Work Force Employees", as contained in the 2019-2023 National Agreement.

ITEM 16. THE METHOD TO BE USED IN RESERVING LIGHT DUTY ASSIGNMENTS SO THAT NO REGULARLY ASSIGNED MEMBER OF THE REGULAR WORK FORCE WILL BE ADVERSELY AFFECTED

- A. In order to aid and assist carriers who through illness and injury are temporarily unable to perform their Regular Assigned Duties, it is agreed that carriers on Light Duty can remain in their assigned stations or be reassigned as necessary on tours arranged by the types of duties, which are available and can be performed in accordance with Article 13 of the National Agreement.
 - i. A Light Duty Sub-committee of the Labor Management Committee shall be established to negotiate Light Duty assignments as provided in Article XIII, 2019-2023 National Agreement.
- B. Any request for light duty shall be provided in accordance with Article 13.4 of the National Agreement.

Any request for light duty as of the date of this agreement, to the extent possible, assignments will be made in the employee's office, on his/her bid/assigned tour, hours, rest day and assignment provided the work is within his/her medical limitations. Scheduling assignment of light duty employees shall not be arbitrary or for reasons inconsistent with Article 13.

ITEM 17. THE IDENTIFICATION OF ASSIGNMENTS THAT ARE TO BE CONSIDERED LIGHT DUTY WITHIN EACH CRAFT REPRESENTED IN THE OFFICE

- A. In order to aid and assist carriers who through illness and injury are temporarily unable to perform their Regular Assigned Duties, it is agreed that carriers on Light Duty can remain in their assigned stations or be reassigned as necessary on tours arranged by the types of duties, which are available and can be performed in accordance with Article 13 of the National Agreement.

ITEM 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

- A. Carrier craft seniority regulations will be adhered to when employees are reassigned from one station to another within the installation.
- B. A carrier who is transferred involuntarily through no fault of his/her own from one station to another because of curtailment of service or some other service reason, including when stations are split up and/or new stations are established shall retain full craft seniority. Such carriers shall have bidding rights in both stations for one year only. Carriers assigned to routes within the jurisdiction of a new station shall be transferred with their routes. The necessary number of reserve carriers required in the new station shall be taken from the most junior reserve carriers in the original station unless senior reserve carriers desire such transfer instead.

- C. When a carrier is transferred from one station to another due to curtailment or some other service reason, the most junior full-time carrier, based on craft seniority, shall be excessed unless a senior carrier desires such transfer instead. The senior carrier would be governed by the above provision (18.B).
- D. When an operation is relocated from one facility to another or from one floor to another within a facility, the incumbent personnel will relocate accordingly.

ITEM 19. THE ASSIGNMENT OF EMPLOYEES' PARKING SPACES

- A. Parking spaces for employees will be made available wherever possible.
- B. Management will provide parking spaces, wherever possible, for the Branch # 36 NALC officers, when on official business.

ITEM 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

All shop stewards from each station shall be entitled to attend the (one day) quarterly training seminar held during March, June and September, and one shop steward from each station shall be entitled to attend the December training seminar, without charge to the choice vacation period. The shop steward will furnish the respective station manager notice at least 14 days in advance of the officials requested to attend.

ITEM 21. THOSE OTHER ITEMS WHICH ARE SUBJECT TO THE LOCAL NEGOTIATIONS AS PROVIDED IN THE CRAFT PROVISIONS OF THIS AGREEMENT

- 1. When a full-time carrier's route has been eliminated, he shall have the option of being assigned to a route which is covered by the most junior full-time assigned carrier with a similar group assignment, i.e., foot delivery to foot delivery, parcel post to parcel post, collector to collector, etc., unless he is the most junior full-time assigned carrier. When the most junior assigned full-time carrier is replaced as indicated, he will become a reserve carrier with full seniority rights. When full-time regular carrier routes have been eliminated, the following provisions will prevail with regard to the employees affected. The identification of assignments comprising a section within a station is defined as follows:

Foot Routes
Parcel Post Routes
Collection Routes
Cycle Floaters
Combination Routes
Routers

Those employees affected shall have the option of bidding upon routes in their station held by the most junior employees, equal to the number of routes eliminated, excepting that no route shall be posted for bid that is held by an employee who is senior to an employee that is displaced. Bidding shall be restricted to those employees whose routes are affected, including the junior employees whose routes are posted. Unsuccessful bidders will become Reserve carriers, provided the reserve shall not exceed the 5% rule as agreed to between the parties.

2. In the event that a new route is created with pieces of existing routes, the carrier assigned to the old route having the majority portion of the new route shall have the option of selecting the new route before it is posted for bid.
3. Cycle floaters for one-man routes are to be composed of groups of five (5) assignments and the cycles are to be posted for bid on a seniority basis. Cycle floater carriers serving strictly multiple residential, or business routes shall be regularly assigned to cycles of up to five (5) assignments.
4. All carrier assignment vacancies are to be posted for bid.
5. The parties are in agreement that the maintenance of discipline is essential to the satisfactory operation of the Postal Service. They are in further agreement that whenever it is necessary to take disciplinary measures against a letter carrier the overriding consideration shall be that the action taken shall be corrective rather than punitive, to afford justice and equality. The parties will insist that each carrier treat all other carriers with respect and consideration regardless of his/her status in the Postal Service or in an employee organization.
6. Carriers will be given a reasonable amount of time on the clock to read postal and regional bulletins, memoranda and all other official notices which shall be prominently posted on bulletin boards.
7. A new carrier shall be trained on the clock in the proper procedures of his/her craft.
8. A carrier shall inspect his/her Official Personnel Folder by visiting the blue pages OPF.

9. A letter carrier driver who is requested to pick up or return a motor vehicle from or to the garage at the beginning or conclusion of his/her tour of duty shall be permitted to drive in civilian dress at those times, provided he/she has his/her POSTAL SERVICE PHOTO ID CARD with him/her. Any carrier in the process of picking up or delivering mail immediately prior to the returning the vehicle must have his/her photo I.D. card on his/her person.
10. On residential routes, letter carriers must complete the marking up of all first-class beats before leaving for their deliver trip. All required carrier forms shall be readily available for carrier use.
11. No letter carrier shall be penalized for breaking an arrow key in the proper performance of his/her duties.
12. Continue the present policy of consultation with carrier affected and shop steward with representative of Manager of Delivery and Collection before proposed route adjustments are made at the station.
13. All route adjustments must be made as soon as possible after route inspections in accordance with Methods Handbook M-39.
14. No letter carrier shall be disciplined or charged for the loss of or damage to a caddy cart during the proper performance of his/her duties.
15. A letter carrier shall be notified of intention to test his/her route as far in advance as possible but at least one full day in advance of proposed test. This advance notice shall apply for MRA and Count and Inspection only.
16. Management shall provide lockers for all career carriers **(including PTFs)**. **Management shall provide lockers for all CCAs where physically possible.**
17. No carrier shall be permitted to perform any duties unless carrier is on the clock. Supervisors shall forbid any carrier to perform any duties off the clock.
18. Supervisors shall not arbitrarily charge absentee carriers AWOL because there is a shortage of personnel. Each case shall be judged on its own merit.
19. Shop stewards shall be permitted to hold station meetings provided management is given prior notice, all participating carriers are off the clock, there is no disruption in work activities, and all security regulations are abided by.
20. The President of Branch 36 or his/her designees shall be permitted to visit stations in the Bronx, New York Post Office, where carriers for whom they have local exclusive recognition are assigned. Such visits shall be permitted without prior approval provided at least an hour advance notice is given to management. There shall be no interruption of the work of the employees due to such visits, and representatives shall adhere to the security regulations.

21. Supervisors shall notify the carrier as far in advance as possible prior to leaving time whether auxiliary assistance or overtime is approved or whether mail is to be curtailed. This does not apply to unforeseen circumstances which may occur during street time.
22. The entire Christmas period shall not be considered an emergency. However, the definition of an emergency as outlined in Article 3 of the **2019-2023** National Agreement shall prevail.
23. In the event a regular assigned carrier is requested to work on his/her non-scheduled workday, he/she shall be assigned to work his/her own route. A cycle carrier who works on his/her non-workday shall be used to perform carrier work in his/her cycle of fixed routes. If no work is available to the cycle carrier in his/her cycle, he/she shall be used to perform other carrier work.
24. When there is a difference between supervisors and carriers about a carrier's proficiency, the carrier shall be afforded all rights on the present Form 1840 before any disciplinary action can be taken.
25. Street observations are to be made in accordance with Method Handbook M-39.
26. Changing from winter to summer uniforms will be in accordance with postal policy.
27. Letter carriers shall not be disciplined for not having the complete summer and winter uniform and gear before receiving their second uniform allowance.
28. When a letter carrier is removed from the Postal Service or is involuntarily transferred from one station to another and avails himself/herself of all rights of appeal under the grievance procedure, his/her assignment shall not be posted for bid until such time as the final outcome of the appeal is resolved.

ITEM 22. LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING

A. Posting and Filling of Vacancies and Assignments:

1. When a vacancy occurs on any assignment within a station or unit, a notice will be prominently posted for a period of seven (7) calendar days, advising carriers of the vacancy, and that application to fill the vacancy must be filed before the expiration of that period. Notice of a vacancy on an assignment within a station or unit which entails driving a motor vehicle posted for the information of carriers, should contain a specific statement that the applicant for assignment thereto must have a state driver's license for the applicable vehicle, and must pass a qualifying test to determine if the applicant is capable of driving a government vehicle.

2. Notice should be postmarked at the time it is posted and when it is removed at the expiration of the seven (7) day period. All applications of carriers shall be placed in envelopes, sealed, and postmarked promptly when submitted to the Manager or designee as evidence that they were filed within the prescribed seven (7) day period.
3. At the expiration of the posting period, the notice shall be removed. The appropriate supervisor in charge shall open the sealed bids. A union representative may be present at the opening of the bids. The names of carriers who have made application for the vacancy shall be listed in the order of their carrier seniority, in conformance with these seniority regulations. The senior applicant to the vacancy plus the name of the employee formerly assigned to the route. A carrier who applies for more than one vacancy must designate his/her order of preference, ie. first, second, third, etc.
4. If a carrier bids for another route and receives assignment to it, he/she cannot automatically return to his/her original route. It will be necessary for him/her to bid in competition with all other carriers again on a strict seniority basis. No exceptions are to be made.
5. Where a vacancy on a delivery route occurs as a result of a carrier being inducted into the military service, or by transfer and release of a carrier under War Service Regulations to some other department or outside war industry, notice of such vacancy shall be posted for a temporary hold down and handled in accordance with instructions above. However, all such notices shall contain a specific statement that assignment to such route is only for the period of time that the regularly assigned carrier to the route is absent "on such leave".
6. A regular carrier assigned to any duties other than his/her own delivery route, who enters into the military service, shall have the automatic right to return to the original station from which he/she left to enter military service.
7. All reference to seniority shall include all assignments, namely delivery, collector, case router and vacation, transfers and preferred tours. All references to delivery routes shall be understood to mean "foot, parcel post delivery routes and reserve express carriers." Proposed changes to items 1, 2, 3, 4, 5, and 6 above may be affected if mutually agreed to by management and Branch 36 N.A.L.C. provided such changes are required because conditions of labor or operational procedures are amended and provided such changes are not in conflict or inconsistent with the **2019-2023 National Agreement**.

B.

1. Section I – In-Section Carrier Bidding (Manual Bidding)

All carrier vacancies will be posted in the station where the vacancy exists for a period of seven (7) days. The vacancies will be offered for bidding every other Wednesday. A listing of the vacancies shall be furnished to Branch 36. If an assignment remains without a successful bidder after the bidding procedure has concluded in each station, the assignments will be deemed a residual vacancy. If an unassigned full-time carrier is assigned to the station where the residual vacancies exist, the senior most unassigned employee will be involuntarily placed into the residual vacancy in the station. If there are no unassigned full-time carriers in the station, the residual vacancies will be offered city-wide to all full-time carriers on a bimonthly basis.

2. Section II - Citywide Postings - Bid Electronically

All residual vacancies from in station postings will be posted city-wide bimonthly. The posting will be opened for a ten (10) day period. All eligible carriers (full-time, unassigned full-time, and FT carriers on hold down), must bid electronically (phone or kiosk) for preferred residual vacancies. The assignments will be awarded by seniority based upon installation seniority. Placement will occur the first pay period or within fifteen (15) days) upon conclusion of the city-wide bidding process, except in the month of December. This process supersedes the city-wide transfer process.

3. Section III - Resulting Residual Vacancies from the City-wide (Bi-Monthly) Posting.

Should vacancies remain without a successful bidder upon conclusion of the Citywide posting; the assignment will be filled in the following pecking order. (1) Senior Unassigned Full-Time Employee in the station where the vacancy exists; (2) FT Employees on Hold Down Assignment working outside of their station of record; (3) Junior Unassigned Full-Time Employee in the installation.

1. Senior Unassigned Full-Time Employee In the station where the vacancy exists.

2. Employees on Hold Down Assignment Working Outside of their Station of Record - Involuntary placement of employee into the residual assignment who is presently covering a hold-down assignment in the station where the residual assignment exists. Specifically, the employee's official position of record may be at another station, however, the employee will be placed into the residual assignment where currently reporting. This does not change the duration of the hold down in accordance with the JCAM.
 3. Unassigned Full-Time Employee - Involuntary placement of the most senior unassigned full-time employee into the residual assignment where the vacancy exists. If there are no unassigned employees in the station where the residual vacancy exists, placement of an unassigned carrier (citywide most junior) will occur. There will be no canvass of preference offered to the city-wide unassigned carriers as the city-wide posting provides the opportunity for preference of assignment into a residual vacancy.
4. Section IV- Placement of Employees on Hold-Down Assignments for Section III
- (1) Unassigned employees assigned to the stations where the residual vacancy exists will be involuntarily placed into the position, placement into the residual assignment does not change duration of the hold down assignment in accordance with the JCAM, unless the employee voluntarily elects to relinquish the hold down assignment in writing.
 - (2) Involuntary placement of City-wide Unassigned Full-Time Employees into the residual vacancy will be involuntarily placed into a residual vacancy city-wide, placement into the residual assignment does not change duration of the hold down assignment in accordance with the JCAM, unless the employee voluntarily elects to relinquish the hold down assignment in writing.
- C. It shall be the obligation of management to inform all management personnel concerned of the carrier seniority regulations by memorandum.
- D. The Branch 36 shop steward shall be present at the opening of all bids.
- E. Carrier Seniority Regulations:
1. Seniority definition: Carrier seniority dates from appointment as a Carrier Employee.
 2. Bidding, Transfers, Assignments, Excessing and Relocations:

- a. All transfers between stations are based on craft seniority. In order to protect the seniority rights of employees at stations having mounted service, an applicant must be a qualified chauffer in order to be given consideration for transfer to such a station. Any applicant for transfer who does not have a valid driver's license will be given an opportunity to qualify prior to the filling of the vacancy.
- b. A delivery carrier who loses his/her driving assignment because of chauffer disqualification will be temporarily assigned to unassigned reserve carrier duties. He/she retains the right to bid for any vacant Foot Delivery assignment with full craft seniority. An employee assigned to driving duties, whose license has been revoked, will relinquish his/her assignment, and become an unassigned carrier.
- c. A carrier's seniority will be suspended for a period of 90 (ninety) days upon any kind of bid to a station. The seniority within that 90 (ninety) day period will accrue as calendar days expire, i.e., on the 7th seventh) calendar day the carrier has 7 (seven) days of seniority, on the 60th (sixtieth) day, the carrier has 60 (sixty) days of seniority. At the conclusion of the 90th (ninetieth) day period, the carrier is eligible to bid based on craft seniority.
- d. A full-time carrier shall not be required to bid for any assignment if he/she does not desire to do so.
- e. The junior full-time unassigned carrier will be assigned to fill a vacancy or assignment when there are no bidders.

F. RESERVE EXPRESS CARRIERS

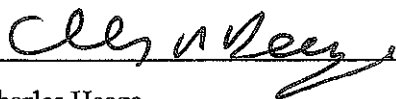
All reference to seniority regulations pertaining to Reserve Express Carriers at Cornell Station shall be confined to that unit.

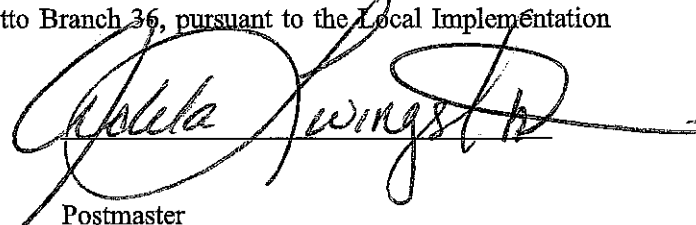
G. SAFETY AND HEALTH

- 1. All letter carriers' safety is of paramount importance.
- 2. No letter carrier shall deliver mail where dogs or other animals interfere with the delivery. Carrier shall immediately notify the supervisor when such a condition exists.

3. In the interest of safety and health, management shall insure that postal vehicles are properly maintained. These vehicles shall be cleaned inside and outside but no more than present regulations state.
 4. No letter carrier shall be required to finger mail while walking or to hold or finger mail while driving.
 5. #3 sacks are to be used for relays except that #2 sacks may be used for light samples or in an emergency.
- H. To insure a more efficient and stable work force, an employee may be designated successful bidder no more than seven (7) times during the duration of this assignment unless such bid:
1. Is to a job in a higher wage level.
 2. Is due to an elimination or re-posting of his/her duty assignment, or
 3. Enables an employee to become assigned to a station closer to his/her place of residence.
- I. The parties involved in this Local Memorandum of Understanding agree to continue to abide by all existing seniority regulations presently in existence in Local Agreement between The Bronx, Post Office, and Branch 36, N.A.L.C. with exception of Reserve/Express Items.
- J. Management agrees to maintain a current seniority roster to be posted in all carrier stations or units. This list is to be reviewed and revised every three months.
- K. A carrier on leave requesting to be advised of any bid assignments shall leave a mailing address so that he/she will be advised of said bid assignments. Official letter will be sent within 48 hours of initial posting. Carrier leave must be in excess of five days for this section to apply.

This Memorandum of Understanding for the Bronx Post Office is entered into on 5/26/2022 between the representative of the United States Postal Service, and the designated agent of the National Association of Letter Carriers, Vincent R. Sombrotto Branch 36, pursuant to the Local Implementation Provision of the 2019-2023 NALC Agreement.


 Charles Heege
 President, Vincent R. Sombrotto Branch 36
 National Association of Letter Carriers


 Postmaster
 Bronx Post Office