

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MANHATTAN POST OFFICE**

**AND**

**NATIONAL ASSOCIATION**

**OF LETTER CARRIERS**

**VINCENT R. SOMBROTTO**

**BRANCH 36**

**2016 – 2019**

## PREFACE

This Local Memorandum of Understanding between the Manhattan, 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, **September 20, 2019**, unless either party desires to terminate or modify it for successive annual periods.

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## NALC VINCENT R. SOMOBROTTO BRANCH 36 - MANHATTAN

### BASIC MEMORANDUM OF UNDERSTANDING

2016-2019

#### 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. OFFICIAL NOTICES:

Employees shall be permitted reasonable time during their tour of duty to read official notices of management (Postal Bulletins, NYPO Orders and Information Bulletins.)

#### 3. SALARY CHECKS:

- A. Distribution of salary checks will be handled in accordance with the F-1 Fiscal Handbook.
- B. An employee on approved leave, who desires to have his/her pay check received by mail, may file a written request at his/her station, at which time he/she shall also pre-address a penalty envelope to be used for this.

#### 4. 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.

#### 5. 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 periods, 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/her original reporting unit, if required.

6. ANONYMOUS COMPLAINTS:

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

7. LABOR-MANAGEMENT COMMITTEE MEETINGS:

To implement Article 17, Section 5 of the National Agreement, the parties to this agreement shall meet during each quarter. The meeting shall be convened at a mutually acceptable time and, except for unusual situations, shall adjourn in not more than three hours. Each local union shall have additional meetings with the Postmaster and/or his designee, at which time their own items shall be considered, unless the necessity for such additional meeting(s) is waived by mutual consent. Such meeting(s) 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.

8. SAFETY AND HEALTH

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

The Safety and Health Committee shall meet at least quarterly and at other times as needed.

9. 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 Union(s) 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 prepared jointly. Copies shall be furnished to both parties including Union President, Postmaster and Manager Customer Service Operations.

## NALC VINCENT R. SOMOBROTTO BRANCH 36 - MANHATTAN

### LOCAL MEMORANDUM OF UNDERSTANDING

2016-2019

#### ITEM 1      ADDITIONAL OR LONGER WASH-UP PERIODS.

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

#### ITEM 2      THE ESTABLISHMENT OF A REGULAR WORK WEEK OF FIVE DAYS WITH EITHER FIXED OR ROTATION DAYS OFF.

- A. Letter Carrier non-work day schedules shall be observed on a rotation 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-work days 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 themselves 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

- A. ANNUAL LEAVE SHALL BE GRANTED AS FOLLOWS:

All Full-Time Carriers **and CCAs** MUST submit a request either for a Vacation Week(s) or a request for Deferment of Vacation.

- B. Bids must be submitted for each year: 1<sup>st</sup> posting by December 15 and 2<sup>nd</sup> posting by January 31<sup>st</sup>.
- C. Employees who earn 13 days 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 CCAs who must have sufficient leave balance when the leave is taken.**

- D. 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.

LEAVE BRACKET NUMBER	NUMBER OF ANNUAL LEAVE DAYS EARNED PER YEAR PERIODS	NO. OF ANNUAL LEAVE DAYS TO BE GRANTED IN CHOICE	NO. OF ANNUAL LEAVE DAYS REMAINING
1	13	10	3
2	20	15	5
3	26	15	11

- E. 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, **and relative standing** regulations, provided this additional leave does not deprive any other employee of his/her 1<sup>st</sup> choice for scheduled vacation.
- F. No exchange of vacations shall be permitted. All vacations, including relinquished vacations shall be posted for bid on a seniority, **and relative standing** basis.
- G. When a request for leave has been submitted in advance, and has been denied, an employee shall be given the reason for denial in writing.
- H. Excess annual leave must be used by the end of Thanksgiving Week. Annual leave requests will be considered during December based upon local (each individual station) operational needs.
- I. Complete Vacation Requests (NY Form T1-161) to indicate your preference.
- J. 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.
- K. Relinquished vacations during the choice period shall be bid for in the following:  
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 choice period, may submit a bid for each week or weeks provided that he/she relinquished his/her original vacation assignment if he/she is the successful bidder.
- L. 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 workforce 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.
- M. 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 regulation.
- N. When a scheduled vacation week or weeks is not utilized by any employee, including an employee who has retired, this week or weeks shall be posted for bid to all employees, providing the period is relinquished seven days in advance. It shall be filled according to seniority regulations **and relative standing**, provided the reposted vacations are consistent with the percentages and conditions outlined in item 9. When a carrier comes to a new Station taking the bid of a retired carrier, and identified having the same weeks of vacation as that of the retired carrier, then management does not have to post the vacation week(s) of the retired Carrier.

- O. When an employee is transferred, re-assigned, **or detailed** to another station, the vacation granted to this employee at his/her former station remains valid.
- P. A special vacation bid form and application must be given to each employee who will be allowed to up 15 days to bid.
- Q. All vacation bids will be awarded on the basis of craft seniority, **and relative standing**.
- R. Military Leave and Leave used in accordance with the Family Medical Leave Act will not count as part of the carrier's selection for the choice periods nor will it count against the station's quota for the choice period.

**ITEM 5**      THE DURATION OF THE CHOICE VACATION PERIOD(S). 2016-2019 CARRIER ANNUAL LEAVE SCHEDULE.

**2016 – 2019 WEEKLY VACATION PERIODS will be posted on the vacation batch notice.**

December 29, 2012	January 25, 2013	5% each week (4 weeks)
January 26, 2013	February 1, 2013	6% each week (1 week)
<b>February 2, 2013</b>	<b>February 15, 2013</b>	<b>6% each week (2 weeks)</b>
February 16, 2013	February 22, 2013	9% each week (1 week)
<b>February 23, 2013</b>	<b>March 29, 2013</b>	<b>6% each week (5 weeks)</b>
March 30, 2013	April 26, 2013	10% each week (4 weeks)
April 27, 2013	May 10, 2013	11% each week (2 weeks)
May 11, 2013	June 14, 2013	13% each week (5 weeks)
June 15, 2013	September 6, 2013	15% each week (12 weeks)
<b>September 7, 2013</b>	<b>November 22, 2013</b>	<b>5% each week (11 weeks)</b>
November 23, 2013	November 29, 2013	9% each week (1 week)

**\*Percentage is calculated based on actual full time carriers only.**

Vacation periods shall be determined according to the percentages and number of weeks as established by the **2016** guidelines.

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

The vacation period shall start on the first day of the employee's basic work week. Exceptions may be granted by agreement among the employee, his/her union representative and Management.

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

Employees may request two selections during the choice vacation period, in units of either five (5) or ten (10) days. Second requests shall be considered by seniority, **and relative standing** and awarded after all first 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.

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, provided that requests to attend such conventions are made during the choice vacation selection period. Jury duty will not be charged to the choice vacation period.

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** 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 listing will be posted on all bulletin boards no later than December 31 of each year for the 1<sup>st</sup> posting and March 1<sup>st</sup>, wherever possible but no later than March 15<sup>th</sup> of each year for the 2<sup>nd</sup> posting showing the names, assignment and seniority, **and relative standing** of employees scheduled for vacation.

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

- A. Management shall, no later than November 1 of each year 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. A copy of this notice will be given to a shop steward in each station.
- B. All vacation bids will be awarded on the basis of craft seniority, **and relative standing**.

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

Applications on PS Forms 3971 for annual leave outside the choice period will be acted upon within three (3) work days of receipt, provided that such request is received no earlier than two weeks prior to the leave dates requested. In the event that two or more requests are submitted concurrently, seniority, **and relative standing** shall be the determining factor among these requests that are to be granted.

The remainder of the employee's annual leave may be granted at other times of the year as requested by the employee, for other than the choice vacation periods in one or more week intervals.

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 number of employees required to work.

The method of selecting employees to work on a holiday shall be according to the following order:

1. Volunteers of full and part time regular employees by assignment in order of seniority on a rotating basis.
2. City Carrier Assistants.
3. Full and part time regular employees by assignment in order of inverse seniority on a rotation basis.
4. Volunteers of full and part time regular employees from the other assignments in order of seniority on a rotating basis.
5. Full employees from other assignments by inverse seniority on a rotating basis.

Assignment (Section) will be identified by the "overtime desired" list.

Lists will be kept in seniority order within stations so that all carriers will be treated equally on working holidays in rotation when less than the number of scheduled carriers is required.

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. *Delivery 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*

If adequate personnel is not provided from the volunteers on the Overtime Desired List, then non-volunteers in the same assignment (section) will be required.

If non-volunteers do not provide sufficient manpower, recourse will be to carriers in other assignments (sections).

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 **2016-2019** 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. When it is not possible to assign an ill or injured employee in a temporary or permanent light duty assignment within the letter carrier craft, Branch #36, NALC will be notified prior to effective assignment to another craft.
- 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.

- 1. A joint committee of equal representation of New York, NY Post Office and Branch #36 shall be established to study work assignments within the installation to identify those duties which could be performed on a daily continuing eight hour basis by carriers qualified as light duty cases. Areas to be reviewed would include, but not be limited to assisting carriers in marking up mail for project building beats, adding Zip Code numbers to removals, helping to keep routes clean by inserting names in nest boxes, assisting in the directory and official mail section. This committee shall have full authority consistent with the procedure for implementation as outlined in Article 13 of the **2016-2019** National Agreement.
- 2. The identification of Light Duty Assignments will be made in accordance with the Light Duty Policy implemented May 1, 2002 in the New York District.

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. 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. The senior reserve carrier would be governed by Item 22F.
- B. 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 **excess**, unless a senior carrier desires such transfer instead. That senior carrier would be governed by Item 22F.

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:

- C. When a full-time carrier's route has been eliminated, he/she shall have the option of being assigned to a route which is covered by the most junior full-time assigned carrier within a similar assignment i.e. foot delivery to foot delivery, parcel post to parcel post, collection to collection, etc., unless he/she is the most junior full-time assigned carrier, or becoming an unassigned carrier.
- D. When full-time regular carrier routes have been eliminated, the following provisions will prevail with regard to the employees affected.
  - 1. The identification of assignments compromising a section within a station are defined as follows:
    - a - Foot Routes
    - b - Parcel Post Routes
    - c - Collection Routes
    - d - Cycle Carrier Routes
    - e - Routers
    - f - Combination Routes
    - g - Reserve
  - 2. Those employees affected shall have the option of bidding upon routes in their section 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.
- E. 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 EMPLOYEE PARKING SPACES

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 union will furnish the respective station manager notice at least 14 days in advance of the officials request to attend.

ITEM 21

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

1. CONDITIONS OF LABOR

- A. The choice of winter or summer apparel will be left to the discretion of the individual letter carrier, providing he/she is in proper uniform when delivering mail. In extenuating circumstances, such as failure of air conditioners or when the combined temperature and humidity index reaches an uncomfortable high, carriers should not be compelled to wear outer shirts when indoors, in their swing rooms or work floor areas.
- B. Letter-Carrier Drivers who are required to pick up and return a motor vehicle at the garage/lot at the beginning and conclusion of their tour of duty shall be permitted to drive in civilian dress during the transit time, unless a locker is provided. This Letter Carrier is required to wear employee identification card at all times.
- C. Management shall provide lockers for all full-time carriers.
- D. A letter carrier should 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.
- E. Full consultation of carrier route changes must take place between the carriers involved and a route examiner before proposed changes are made at station.
- F. All carriers on multiple foot routes shall be on a rotating work schedule when assigned to Tour II, unless otherwise mutually agreed to by the carriers involved, provided that each carrier knows each end.
- G. 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 work or non-work day shall be used to perform carrier work on his/her cycle of routes except, if no work is available to the cycle carrier in his/her cycle, he/she shall be used to perform other work.
- H. Letter carriers are to receive carfare in advance before each delivery trip, where required.
- I. **A carrier shall inspect his/her Official Personnel Folder by visiting the blue pages OPF.**

2. GENERAL PROCEDURES:

- A. Representatives of Branch #36 NALC shall be afforded prompt, proper and due recognition by all supervisory personnel and management officials at all stations and branches and the Main Post Office in the New York, NY Post Office in carrying out their duties, responsibilities and obligations under this Memorandum of Understanding and the National Working Agreement.
- B. Bulletin boards (glass enclosed if possible) shall be furnished at all stations. The number of such bulletin boards will depend on the carrier work location in each individual carrier station and space availability. However, one bulletin board will be placed in each swing room. A lock and two keys shall be furnished to each union representative, if the bulletin boards are glass enclosed.

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

- C. Any official printed notices which have a direct bearing on letter carriers shall be posted upon the appropriate bulletin boards. A copy of all posted notices affecting the letter carrier craft shall be sent immediately to the President of Branch #36, NALC.

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

- A. Carrier seniority dates from appointment as a career letter carrier craft employee.
- B. Carrier assignments shall be granted based on seniority **date and rank #**.
- C. An updated carrier seniority roster within each station or unit shall be posted every six months. A copy will be furnished to the union representative.
- D. Full-time carrier transfers, **or bids** 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 driver in order to be given consideration for transfer to such a station. A delivery carrier who loses his/her driving assignment because of driver disqualification will be temporarily assigned to unassigned carrier duties. He/she retains the right to bid for any vacant Foot Delivery Assignment with full craft seniority.
- E. **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 7<sup>th</sup> (seventh) calendar day the carrier has 7 (seven) days of seniority, on the 60<sup>th</sup> (sixtieth) day, the carrier has 60 (sixty) days of seniority. At the conclusion of the 90<sup>th</sup> (ninetieth) day period, the carrier is eligible to bid based on craft seniority.**
- F. A full-time carrier shall not be required to bid for any assignment if he/she does not desire to do so.
- G. The junior full-time unassigned carrier will be assigned to fill a vacancy (permanent assignment) when there are no bidders.
- H. 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.
- I. All reserve carrier assignment vacancies are to be posted, as not to exceed the Joint Agreement of 4% rule for Manhattan Post Offices.
- J. Route cycles for one person routes are to be composed of groups of five (5) routes and the cycles are to be posted for bid on a craft seniority basis. When an additional one day absence occurs within a cycle, Management has the right to assign the cycle carrier to either absence as the needs of the service require. T-6 carrier serving strictly multiple residential or business, and/or mixed routes shall be regularly assigned to a cycle of up to five (5) assignments.
- K. A carrier may bid for assignment only when a vacancy occurs, and may not displace another carrier from his/her assignment, except as outlined in Item 18C.
- L. When a letter carrier is removed from the Postal Service, or is 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:

- M. When a carrier requests permanent light duty assignment and is assigned to another station, his/her request shall be accompanied by a signed waiver indicating that he/she will accept said assignment indefinitely at the newly assigned station. Should he/she eventually recover his/her health and desire to bid for a non-light duty assignment within the station, or any other station or unit, he/she must first apply for a regular transfer (as outlined in E and F above).
- N. 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 drivers license and must pass a qualifying test to determine if the applicant is capable of driving a Government vehicle.
- O. This notice shall be postmarked at the time it is posted and also 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.
- P. 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 made application for the vacancy shall be listed in the order of their service seniority, in conformance with these seniority regulations. The appropriate supervisor will forward to the Office of Shared Service the name, newly assigned route, the date of assignment to the vacancy of the senior applicant, 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, i.e. first, second, third, etc.
- Q. 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.
- R. 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 temporary hold down and handled in accordance with instructions above. However, all such notices shall contain 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. In the event that a carrier regularly assigned to a delivery route applies for such a temporary vacancy, he/she shall be informed that by filing for such a temporary assignment he/she is relinquishing his/her right to his/her present assignment or route. In other words, when the carrier who was on leave, (as described above) returns to duty in the Postal Service, the employee temporarily assigned to fill his/her military leave vacancy, must relinquish such assignment and be reassigned as a reserve carrier. A regular carrier assigned to any duties other than his/her own delivery route, who is inducted into the military service, shall have the automatic right to return to the original station from which he/she left to enter military service.
- S. Letter carrier assignments shall be posted when there is a change of more than one (1) hour if no agreement is made at a meeting between Labor Relations, Station Management, Branch #36 representative and Station Shop Stewards.
- T. Temporary hold down assignments (temporary vacancies of five or more days) shall be posted for three (3) workdays. A junior full-time flexible carrier will be assigned to the temporary hold down assignment when there are no bidders. The full-time flexible carrier will work the temporary hold down for its duration or the duration of his/her full-time flexible status or whichever comes first.

ITEM 22

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY, REASSIGNMENTS AND POSTING:

U. 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 carries in the station, the residual vacancies will be offered city-wide to all full-time carriers on a bi-monthly basis.

Section II – Citywide Postings - Bid Electronically

All residual vacancies from in station postings will be posted city-wide bi-monthly. 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 City-wide 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 exist.

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 (city-wide 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.

ITEM 22

LOCAL IMPLEMENTATION OF THIS AGREEMENT RELATING TO SENIORITY,  
REASSIGNMENTS AND POSTING:

4. PLACEMENT OF EMPLOYEES ON HOLD DOWN ASSIGNMENTS FOR SECTION III

(1) Unassigned employees assigned to the stations where the residual vacancy exist will be involuntarily placed into the position, placement 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.

This Memorandum of Understanding for the Manhattan Post Office is entered into on Nov. 21, 2017 between the representative of the United States Postal Service, and the designated agent of the National Association of Letter Carriers, Branch 36, pursuant to the Local Implementation Provision of the 2011-2016 NALC Agreement.

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

  
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Kevin Crocilla  
Postmaster  
Manhattan Post Office