

LOCAL MEMORANDUM OF UNDERSTANDING

BETWEEN

**UNITED STATES POSTAL SERVICE
BROOKLYN, NEW YORK**

AND

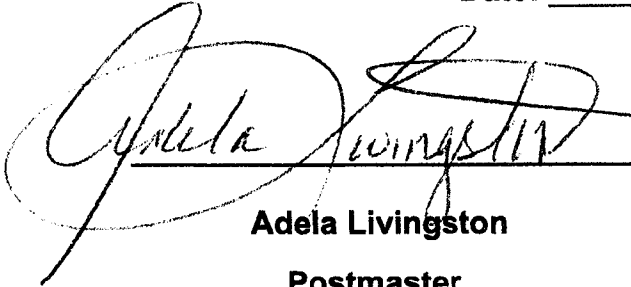
**NATIONAL ASSOCIATION OF LETTER CARRIERS
BRANCH 41 MERGED, AFL-CIO**

2023 — 2026

This Local Memorandum of Understanding is entered into on the date indicated below between the United States Postal Service, Brooklyn, New York office, and Branch 41 Merged of the National Association of Letter Carriers, AFL-CIO, pursuant to the local implementation provision of the 2023-2026 National Agreement.

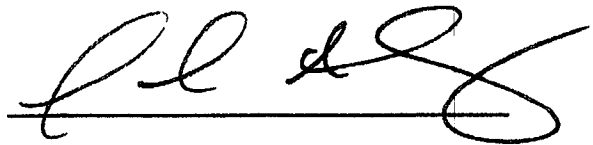
Date: _____

5/16/2023



Adela Livingston

**Postmaster
United States Postal Service
Staten Island, NY**



John A. Cruz

**President
National Association of Letter Carriers
Branch 41 Merged**

TABLE OF CONTENTS

Item 1 Wash-Up Time

Item 2 The Establishment of a Regular Work Week of Five Days With Either Fixed or Rotating Schedule

Item 3 Guidelines for Curtailment or Termination of Postal Operations

Item 4 Formulation of Local leave Program

Item 5 Duration of the Choice Vacation Period

Item 6 The Determination of the Beginning Day of an Employee's Vacation Period

Item 7 Whether Employees at Their Option May Request Two (2) Selections During the choice Vacation Period, in Units of Either 5 or 10 Days

Item 8 Whether Jury Duty and Attendance at National or State Conventions Shall be Charged to the Choice Vacation Period

Item 9 The Determination of the Maximum Number of Employees Who Shall Receive Leave Each Week During the Vacation Period

Item 10 The Issuance of the Official Notices to Each Employee of the Vacation Schedule for Such Employee

Item 11 The Determination of the Date and Means of Notifying Employees of the Beginning of the New Leave Year

Item 12 The Procedures for the Submitting of Applications for Annual Leave During Other Than the Choice Period

Item 13 The Method of Selecting Employees to Work on a Holiday

Item 14 Whether Overtime Desired Lists in Article 8 Shall be by Section and/or Tour

Item 15-16-17 Assignments of Ill or Injured Full Time and Part Time Regular Employees

Item 18 The Identification of Assignments Comprising a Section, when it is Proposed to Reassign Within an Installation Employees Excess to the Needs of the Service

Item 19 Parking

Item 20 Employees on Leave with Regard to Union Business

Item 21 Labor Management Committee Meetings

Item 22 Principles of Seniority, Posting, and Reassignments

Supplemental and Miscellaneous

ITEM 1 - WASH-UP TIME

All letter carriers shall be granted two (2) minutes to wash-up at the end of tour.

Employees may be granted additional wash-up time pursuant to Article 8, Section 9 of the National Agreement as follows:

Installation heads shall grant reasonable wash up time to those employees who perform dirty work or work with toxic materials. The amount of wash up time granted each employee shall be subject to the grievance procedure.

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

- A. All regular carriers will be on a rotating N/S schedule. Reserve, Utility, T-6, Regulars, Routers and Light and Limited Duty Carriers will have Sunday and rotating days off.
1. Notwithstanding the foregoing, the parties recognize that due to competitive business needs, there may be situations wherein fixed days off are more advantageous both to the NALC and the USPS. To effectuate a change, the NALC must be notified in writing and provided a period of meaningful discussion.
 2. No change in the method utilized for days off can be effectuated unless there is a mutual agreement by the parties identifying the specific routes in question to be changed.

The following is an exception to Section (A) above:

<u>Stations</u>		<u>Routes</u>
GPO	11201	01603
Wyckoff	11237	37602
Ded. Collection	11256	11256-567

- B. Full time bid reserve positions assigned to the Collection Unit will be changed from rotating to fixed days off. These N/S Day changes will be made to these positions as they are vacated and posted for bid.

- C. Carriers will be permitted to swap N/S days mutually with other carriers in the same Utility Group. When swapping outside of the group, the Utility Carrier will be consulted and with his/her permission the swap will be granted.

If the Utility Carrier agrees then he/she will work a route other than the one scheduled. In the event that the Utility carrier does not agree, then the regular carrier will work a route other than his/her own. The carrier will fill out a PS Form 3189 prior to the requested swap and both parties concur (management and local union).

- D. Utility Carriers shall work only the route that he/she is scheduled for on that day, unless the regular bid carrier has been called in for that day.

When a regular carrier is brought in to work on his/her non-scheduled day, they shall work their bid assignment.

The term regular carrier refers only to the letter carrier that has that assignment/route (i.e. John Doe carrier assigned every day not the utility carrier or a reserve)

- E. When a Utility Carrier has been displaced (bumped) by the regular bid carrier or is called in on his/her N/S Day, the following provisions will apply:
 - 1. The Utility Carrier will be allowed to choose any open route in his/her group.
 - 2. If no open route exists, then the Utility Carrier will be allowed bump a CCA with a Hold Down, a PTF with a Hold Down, or a Reserve Carrier with a Hold Down in that order in his/her group only.
 - 3. In the event that all regular bid carriers are scheduled to work in a group, the Utility Carrier will have the option to displace (bump) any City Carrier Assistants (CCA's), or Part Time Flexible's (PTF) in that order on any route in the station. There are no provisions for bumping beyond those listed above.

ITEM 3 - GUIDELINES FOR CURTAILMENT OR TERMINATION OF POSTAL OPERATIONS TO CONFORM TO ORDERS OF LOCAL AUTHORITIES OR AS LOCAL CONDITIONS WARRANT BECAUSE OF EMERGENCY CONDITIONS.

- A. When the Postmaster or his/her designee has been advised by local authorities that an emergency or hazardous condition exists, he/she shall determine the effect this condition has on the Postal Service and he/she or his/her designee shall determine the method of curtailment of services. The President of Branch 41, or his designee, shall be informed and consulted (as appropriate).

ITEM 4 - FORMULATION OF LOCAL LEAVE PROGRAM

- A. Parcel Post drivers and Dedicated Collectors will select vacations along with all other carriers in their bid pay locations.
- B. Management will notify all carriers no later than the first week in the month of November of the beginning and ending dates of the period for making selections during the vacation period. Management will post on the NALC bulletin boards a complete annual leave schedule including the maximum number of carriers allowed *off* for each period.
- C. All vacations that become vacant due to retirement, resignation or due to an employee's request for leave, other than annual leave, under the provisions of the Family and Medical Leave Act (FMLA) will be posted for bid provided there is a one pay period advance notice. All other vacant picks, due to cancelled vacations, transfer of 204-B personnel out of the station, or promotion to supervisory positions or carriers bidding out of the station will be posted immediately. Employees who have not had the opportunity to Pick a vacation during the twelve (12) consecutive weeks starting with the third (3rd) week in June due to the lack of seniority shall be given first preference for these slots. These picks will be awarded in accordance with seniority. A notation will be made on the roster to indicate where the twelve (12) consecutive weeks starting with the third (3rd) week in June due to the lack of seniority shall be given first preference for these slots. These picks will be awarded in accordance with seniority. A notation will be

made on the roster to indicate where the twelve (12) weeks were closed. If the vacant slots still exist, then all carriers will be allowed to bid in accordance with their seniority. Carriers may cancel vacation picks in advance provided that they relinquish the entire week, carriers shall not cancel days.

- D. Any carrier transferring from one station to another will retain the vacation pick that was assigned to him/her in the original station.
- E. Any and all carriers called up for military duty or utilizing family medical leave shall not have that annual leave slot charged to the choice vacation period.
- F. Carriers shall be prepared to make a selection when called upon during the time period prescribed for making vacation picks. Carriers not prepared shall be passed over and will be forced to settle for remaining week(s) when ready to pick.

ITEM 5 - THE DURATION OF THE CHOICE VACATION PERIOD

- A. The choice vacation period shall begin with the first full week in April for thirty (30) consecutive weeks. Whenever the agreement refers to the Union Representative being on leave, refer to the National Agreement, Article 24, Section 2 S. B. and C.

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

- A. Vacations are to commence on the first Monday and terminate on the last Sunday of the vacation period.

ITEM 7 - EMPLOYEES AT THEIR OPTION MAY REQUEST TWO (2) SELECTIONS DURING THE CHOICE VACATION PERIOD.

- A. Employees, at their option, may be granted two (2) selections during the choice period in units of five (5) or ten (10) days (or fifteen (15) days provided the (3) employee earns twenty (20) or twenty-six (26) days. After all employees have made their first selection, employees will be allowed to make a second (2nd) selection.

ITEM 8 - WHETHER JURY DUTY AND ATTENDANCE AT NATIONAL AND STATE CONVENTIONS WILL BE CHARGED TO THE CHOICE VACATION PERIOD.

- A. Attendance at National or State Conventions or 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 VACATION PERIOD.

- A. Management shall allow the following percentage of the carrier (including City Carrier Assistants CCA's), and Part Time Flexible's (PTF's) work force annual leave at each delivery unit, and shall be granted annual leave during the choice vacation period at any given time, if requested:

1st full week in January up to the last week in March: 8%

1st full week in April up to and including the 2nd week in June: 12%

3rd week in June for 12 consecutive weeks: 15%

2nd week in September up to and including the last week in November: 8%
Letter Carriers may request annual leave during the month of December. Each request will be considered on an individual basis.

Letter Carriers on extended leave (sick, annual, OWCP, LWOP Etc.) who are not present to make an annual leave selection(s) and have a sufficient leave balance shall be sent by certified mail a copy of the vacation schedule and an agreed upon form by on which to make a selection, the form must be returned to the station manager/supervisor within ten (10) from date of receipt in order to secure a vacation pick. A copy of the mailed in selection shall be given to steward upon receipt by the station. In the event that the form is not returned, the carrier(s) in question shall settle for any remaining vacation slots.

Letter Carriers may request annual leave for unused, vacated or cancelled picks/slots. In the event that there is more than one carrier interested in the pick/slot the requests must be made by 5:00PM on the Wednesday in the week preceding the week in question, it shall be granted to the senior carrier. In the event that there are no requests for a particular unused, vacated or cancelled pick/slot, it shall be granted to any carrier that requests it, based on a first come first serve basis, up until close of business the Friday in the week preceding the week in question.

ITEM 10 - THE ISSUANCE OF THE OFFICIAL NOTICES TO EACH EMPLOYEE OF THE VACATION SCHEDULE FOR SUCH EMPLOYEE.

- A. Upon selection of a vacation pick management must provide each carrier with a Form 3971, this form must be filled out by the carrier in duplicate and submitted to the station manager or designee.

After the approval of the vacation schedule for each selection, management must sign Form 3971 and return a copy to the carrier to verify the approval of the selected vacation pick within one (1) day.

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

- A. The employer shall, no later than the first full week in November, earlier, if possible, publicize on official bulletin boards the beginning date of the new leave year which shall begin on the first day of the first full pay period of the calendar year.
- B. Copies of this notice will be given to the President

ITEM 12 - THE PROCEDURES FOR THE SUBMITTING OF APPLICATIONS FOR ANNUAL LEAVE DURING OTHER THAN THE CHOICE PERIOD.

After the submitting of PS Form 3971 for annual leave during the choice vacation period has been completed, carriers at their option may submit PS 3971 Form for part or all of their remaining annual leave.

Bidding for vacations shall be completed by the beginning of the new leave year.

Any request for annual leave submitted seven (7) days or less in advance by employees shall be approved or disapproved within one (1) day. It must be handed to a supervisor

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

- A.** After management has determined the number and categories of employees needed for holiday work and prior to posting a list as of Tuesday preceding the week in which the holiday falls, the following procedures must be observed.
 - 1.** All Transitional Employees (TE'S), City Carrier Assistants (CCA's), and Part-time flexible (PTF's) employees shall be utilized to the maximum extent possible, even if the payment of overtime is required.
 - 2.** Management shall then select from all full-time regulars who volunteer, in order of seniority, in sequence.
 - 3.** Full-time regulars who have not volunteered by inverse seniority.

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

- A.** The supervisor 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.
- B.** Overtime desired lists shall be posted in sections and administered in accordance with the National Agreement.
- C.** When it has been determined by management to split routes, travel time must be considered in determining delivery time.
- D.** OTDL for foot carriers will be separate and apart from Collection and Parcel Post and Dedicated Collection Carriers. Overtime on foot routes will be offered to foot carriers first. Overtime on motorized routes will be offered to Parcel Post Drives first. After the above has been completed, management may ask for volunteers from either of the two job categories to work on foot or on mounted routes.

ITEM 15. 16. 17 - ASSIGNMENT OF ILL OR INJURED FULL-TIME AND PART TIME REGULAR EMPLOYEES

- A.** Every effort will be made to assign full-time carriers who, through illness or injury are unable to perform their regularly assigned duties, to a light duty assignment on a first come first served basis, as mutually agreed upon by Union/Management and consistent with Article 13 Section 3 of the National Agreement.
- B.** Management will make every effort to keep full-time regular and part-time flexible carriers who require light duty within their tour of duties to the greatest extent possible consistent with the carrier's limitation and the needs of the service.
- C.** The identification of assignments that are to be considered light duty:

1. In light duty cases, depending on the severity of the condition, the President of Branch 41 may consult with management in an attempt to find a suitable light duty assignment consistent with the carrier's limitation and the needs of the service.
2. When employees are returned to work in a light or limited duty status and restrictions allow for the casing of mail all letter carriers that have fulltime bid positions (Routes, Utility Groups, T-6 Positions) shall case mail on their bid assignment. Hold downs on these assignments shall terminate upon the light or limited duty employee returning to work Reserve carriers on light or limited will be permitted to case mail on open routes in their sections, provided that these routes are not being held down in accordance with Article 41 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 THE SERVICE.

"Section" shall be defined as:

1. Each Carrier Section
2. Collection Service

Parcel Post routes stationed based shall be incorporated in that section.

ITEM 19 - PARKING

- A. A parking space will be designated for the NALC Shop Steward at the below listed stations to be identified by management and the union. The parking spot is to be utilized by the steward only. Parking spaces will be on a first come first served basis if provided.

11201 Cadman Plaza	11218 Kensington
11204 Parkville	11219 Blythebourne
11205 Pratt	11221 Bushwick
11206 Metro	11223 Gravesend
11207 East New York	11224 Coney Island
11208 New Lots	11226 Flatbush
11210 Vanderveer	11230 Midwood
11211 Williamsburg	11231 Red Hook
11212 Brownsville	11234 Ryder - Designated Spot at Retail Station
11213 Major Owens	11236 Canarsie
11215 Van Brunt	11237 Wyckoff
11217 Times Plaza	11238 Adelphi

Management will identify two (2) parking spaces at the Brooklyn Processing and Distribution Center and will reserve those spaces for Branch 41 Union Official.

ITEM 20 - EMPLOYEES ON LEAVE WITH REGARD TO UNION BUSINESS

- A. Leave will be granted to all union officers, stewards and delegates to attend National, State and other regional conventions sponsored by the NALC. This leave shall not be counted in the regular vacation group. Branch officers and stewards shall be granted leave in order to perform their official union duties.

ITEM 21 - LABOR MANAGEMENT COMMITTEE MEETINGS

- A. The installation head or his designee shall meet with appropriate representatives of Branch 41 monthly. An agenda shall be submitted by Branch 41, three (3) days in advance. This shall not preclude meeting on items of an emergent nature upon request of Branch 41 and approval by the installation head or his/her designee.
- B. Both parties shall keep minutes of the labor management meetings and copies shall be exchanged and initialed by the parties for verification.
- C. Joint Employee Benefit Committee - Management will entertain any proposal for existing or future committees, Brooklyn Post Office, for which craft members are included. Designation for carrier craft will be made by the President of Branch 41.
- D. Uniforms and Work Clothes - The employer and Branch 41 shall consult as to time when uniforms will be changed from winter to summer and/or vice-versa.
- E. Rights of Union Officials to Enter Postal Installations - The President of Branch 41 and his designee shall be permitted to visit all stations.

ITEM 22 - PRINCIPLES OF SENIORITY, POSTING AND REASSIGNMENTS

A. Section Bidding

1. Sections are defined as:

- a. Each Carrier Station
- b. Dedicated Collection Service

2. All full-time regular carriers shall be permitted to bid to any duty assignment on an installation wide basis and section.

B. Supplemental Seniority:

1. Part-time flexible carriers may request reassignment to another section after having served ninety (days) at section of permanent assignment. Requests for reassignments from sections will be made according to installation wide seniority. Part-time flexible carriers may be assigned temporarily to other sections and rotated in sequence, except if holding down and assignment of anticipated duration of five (5) days or more.

2. An updated roster based on installation wide seniority, listing all carriers shall be sent to the President of Branch 41 twice a year. A section seniority roster based on installation wide seniority shall be posted in each section and revised once every six (6) months.

Principles of Posting:

C. All vacancies for craft duty assignments (Routes, T-6 Positions and Utility Groups, Dedicated Collector Routes, Parcel Post Routes and Reserve Positions) shall be posted for bidding and assignment shall be based on installation wide seniority. If after bidding has closed installation wide and no full time regular has bid on vacancy, the said vacancy shall be assigned to the junior unassigned regular in the section where the vacancy exists. If there are insufficient unassigned regulars in the section, the vacancy will be filled by the junior unassigned regular installation wide by seniority.

1. The Successful bidder for posted vacant duty assignments shall accept the N/S days that accompany the new assignment. An assignment shall be reposted when the territory served is changed by 50% at the option of the assigned carrier.

2. When an absent employee has so requested in writing, stating mailing address, a copy of any notice inviting bids from the carrier craft shall be mailed to the employee by installation head or designee. Open routes shall be posted promptly after all absent employees who have so requested have been sent a copy of posting unless notice of intent to revert has been given to the President of Branch 41.

3. A copy of all posted notices affecting the letter carriers craft shall be sent to the President of Branch 41. The posting shall be placed on official bulletin boards assigned to Branch 41 at sections. Section managers or subordinate supervisors shall announce the posting to carriers and ensure that the shop steward of Branch 41 is aware of the posting. For purpose of compliment, full-time unassigned regular carriers shall be counted as reserve carriers.

D. Bidding

4. Bidding for vacant duty assignments shall be open for a period of ten (10) calendar days from date of posting.

E. When a letter carrier route(s) or full time duty assignment(s), other than the letter carrier route(s) or full time duty assignment(s) of the junior employee(s), is abolished at a delivery unit as a result of but not limited to, route adjustments, highway or 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 bid in accordance the posting procedures in this Article.

SUPPEMENTAL – MISCELLANEOUS

1. POSTED NOTICES AND GENERAL ORDERS

A copy of posted notices and general orders issued by the employer to supervisors, relating to matters which affect the letter carrier craft be furnished to the President of Branch 41.

2. PUBLIC ADDRESS SYSTEM

Upon proper notification and permission from the supervisor in charge, representatives of Branch 41 shall be permitted access the use of the public address system in matters of an emergent nature. The message must be of an official organizational nature.

3. READING OF POSTAL REGIONAL AND LOCAL BULLETINS

Delivery orders will be discussed with section stewards and/or read over the public address system.

4. INSPECTION OF OFFICIAL PERSONNEL FOLDER

- A. Any letter carrier shall be able to insect his/her OPF online by using EOPF from their home computer.
- B. Letter Carriers shall receive copies of material that will be placed in his/her personnel jacket, except matters of a confidential nature.

5. WORKING OFF THE CLOCK

No employee shall be permitted to perform any duties unless the employee is on the clock. Supervisors shall forbid any employee to work off the clock.

6. RECOGNITION

It is understood by the parties that Shop Stewards are the representative employees in each carrier section. The Stewards have contractual right to investigate, file and process grievances and in many cases the need arises for letter carriers to speak with or confer with the station Steward. Upon the request by an employee to speak with his/her Steward management must indicate when it would be in the best interest of all the parties to allow the carrier to meet with the Steward. Management shall allow the meeting in a timely manner.

7. INTER-STATION TELEPHONES

Upon reasonable notice to employee and subject to business conditions, Branch 41 N.A.L.C Representatives shall have the right to use inter-station Post Office telephones for processing grievances and organizational matters of an emergent nature.

8. REPORTING ABSENCES

When a city carrier fails to report on the early tour for duty because of illness. They shall report their absence through eRMS a minimum of one ½ hour before scheduled reporting time. Collectors shall report their absence a minimum of two (2) hours before their reporting time.

9. PRE-EMPLOYMENT ORIENTATION

The President of Branch 41 shall be notified at least one week prior to any pre-employment orientation program for new employees and said President or his/her designee will be permitted up to one (1) hour at the personnel orientation to address Brooklyn Carriers applicant/hires.

10. INFORMATIONAL BULLETINS

The employer will furnish the President of Branch 41 or his/her designee with a copy of information on hiring, transferring, terminations and promotions, in addition to information provided in Article 47 of the National Agreement.

11. UNION MEETINGS

Upon approval by installation head or his/her designee, Branch 41 shall be permitted to hold meetings of the city carrier representatives and members in the swing rooms of sections, provided all participants are off the clock and there is no disruption of work activity.

12. SUPERVISOR WORKING

Supervisors are not permitted to perform carrier duties, except as provided for Article 1 section 6.A of the National Agreement.

13. A.W.O.L - ARBITRARILY CHARGING OF

Supervisors shall not arbitrarily charge carriers A.W.O.L when there is a shortage of personnel. Each case shall be judged on its own merits.

14. NUMBER 3 SACKS

Only #3 sacks are to be used for relays.

15. BUNDLES, SACKS, AND TRAYS

Mail arriving from the General Mail Facility sorted to the carrier route will be placed on the carrier's desk. If necessary, for the carrier to withdraw the mail they will receive actual time for this work.

16. SEGREGATION OF SACKS

The employer will segregate #3 sacks from #1 and #2's - Every effort will be made to keep them in neat piles.

17. PART TIME FLEXIBLE CARRIERS ON LOAN

When a part time flexible is on loan or temporarily assigned to another section he/she shall be entitled to opt for hold-downs in the section from where they were assigned from.